

**MEMORANDUM OF AGREEMENT  
BETWEEN  
ARCHER INTERNATIONAL CORPORATION  
AND  
CENTER FOR ADVANCED DEFENSE STUDIES**

**I. INTRODUCTION**

THIS MEMORANDUM OF AGREEMENT (“Memorandum”), dated January 18, 2018 between Archer International Corporation (“ARCHER”) a nonprofit under the laws of the United States of America with its offices in Berkeley, California; and THE CENTER FOR ADVANCED DEFENSE STUDIES, INC. (“PARTNER”), a 501c3 non-profit organization organized under the laws of the United States of America, with its principal place of business at 1100 H Street NW, STE 750, Washington, D.C., 20005; collectively referred to as “the Partners”.

**II. GOAL**

ARCHER and PARTNER will collaborate to build and make public a free web platform that provides improved access to the information provided in the Specially Designated Nationals list produced by the Department of the Treasury (hereinafter the “Platform”). This will be conducted in the spirit of improving public access to information and tools that are important for furthering the safety of humanity.

This project will serve as a proof of concept for a collaborative partnership between the Partners for potential projects going forward.

**III. RESPONSIBILITIES OF ARCHER**

ARCHER will execute upon the technical development plan as detailed in the Project Scope attached as Attachment A to this agreement. ARCHER will include the PARTNER logo on the Platform. ARCHER will include on its website and in further external representation that it is working on the Platform in partnership with PARTNER. ARCHER will co-author a blog post with PARTNER to be disseminated through PARTNER’s network.

**IV. RESPONSIBILITIES OF PARTNER**

PARTNER will provide access to analysts for the purpose of conducting user interviews. This will include a minimum of 5 call sessions with PARTNER analysts within the time scope specified in this agreement. PARTNER will aid in the launch of the product, including marketing and exposure,

**V. DUE DILIGENCE**

PARTNER shall provide ARCHER a copy of its IRS Determination Letter demonstrating it meets the criteria of a non-profit organization. PARTNER agrees to notify the Conservancy of any change in PARTNER’s status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against PARTNER.

**VI. PRINCIPAL CONTACTS**

The Principal Contacts for each one of the organizations is:  
ARCHER:

Alice Ma  
President  
955 Pizarro Lane, Foster City, CA 94404  
9148158006

**PARTNER:**

David Lynch  
Chief of Analysis  
1100 H Street NW, STE 750, Washington, D.C., 20008  
202-289-3332

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

**VII. USE OF INTELLECTUAL PROPERTY**

ARCHER retains ownership of the intellectual property produced by ARCHER volunteers over the course of this agreement, unless hereafter arises the joint execution of a subsequent agreement that specifically delineates otherwise. ARCHER further retains the right to continue to build on the Platform after the lapse of this partnership.

All intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

**VIII. EFFECTIVE DATES AND AMENDMENTS.**

This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of two (2) years from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.

The MOU may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this MOU may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this MOU and any related agreement, workplan and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Party; provided, however, that in the event MAMA GRAUN fails to perform any of its obligations under this MOU PARTNER shall have the right to terminate this MOU and any related agreement, workplan and budget immediately upon written notice.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

**IX. TRANSFER OF FUNDS.**

The parties acknowledge and agree that this MOU does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a subsequent agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. However, PARTNER will, solely at its discretion, provide up to US\$2,000 to help ARCHER subsidize labor, supplies, and other costs that will be incurred during the course of this project. Payments will only be made upon a receipt of a valid invoice.

**X. NO JOINT VENTURE**

Notwithstanding the terms "Partners" and "Partnership", the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

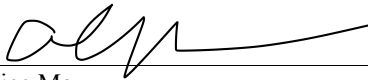
## **XI. DISPUTE RESOLUTION**

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

## **ENTIRETY**

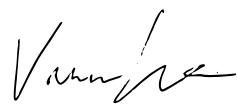
This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners. Such signature by both Partners may be made by telefacsimile.

FOR ARCHER

  
\_\_\_\_\_  
Alice Ma  
President

Date: January 3, 2018

FOR C4ADS

  
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Varun Vira  
Chief Operating Officer

Date: January 17, 2018

## ATTACHMENT A: PROJECT SCOPE

Concept: Web-app dedicated to intuitive search and display of OFAC SDN sanctions data.

Timeline: January 17th - February 28th (Conservative Estimate)

### Features:

Note: Features will change as necessary, depending on user interviews and what makes sense for the product.

- Search
  - User can search the OFAC SDN data across all fields
  - Requirements:
    - Fuzzy search
    - Cross lingual search
    - Filter search results (geography, sanction date, etc)
    - Simple search results view
- Entity View
  - User can see a detailed entity view that represents all known information on the entity
  - Requirements:
    - Cleanly display basic entity related data
    - Transliteration/Translations of name
    - Present WikiData for the entity if available
    - Map View if applicable
    - Timeline of designations if possible
- Integration with Treasury press releases
  - User can see the corresponding Treasury press release if available by utilizing the OFAC RSS feed
- Data Matching
  - User can upload a CSV, body of text, or other file type and we'll match all entities in the file with OFAC SDN data, returning all high probability matches
  - Requirements:
    - Fuzzy name matching
    - Flexible document upload and parsing
    - Entity extraction

### Timeline

- Data collection infrastructure (<1 week)
  - Backend for constantly downloading and refreshing OFAC data up to the minute
- Data storage infrastructure (~2 weeks)
  - Database and management system for storing and indexing all data, both present and historic. Allowing for easy querying from a search interface. Handles fuzziness and cross lingual search.
- Data matching infrastructure (<1 week)
  - System for securely uploading user data, matching it with the existing list.
- Search + Results frontend (~1 week)
- Entity View frontend (~1 week)
- Other misc frontend components (~ 1 week)