

<p>भारतसरकार, रक्षामंत्रालय रक्षाअनुसंधानएवंविकाससंघठन वैमानिकीयविकाससंस्थापन, बैंगलोर न्यूतिप्पसन्द्वाबैंगलूर, -560 075 Tel no: 080-2505 7835/7840 Fax no: 080-2505 7843 e-mail :mmdtec.ade@gov.in, headmmd.ade@gov.in</p>		<p>Government of India, Ministry of Defence Defence Research & Development Organisation Aeronautical Development Establishment, New Thippasandra, Bangalore -560075 Tel no: 080-2505 7835/7840 Fax no: 080-2505 7843 e-mail : mmdtec.ade@gov.in, headmmd.ade@gov.in</p>
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Date: 22/04/2024

INVITATION FOR EXPRESSION OF INTEREST (EOI)

The Director, ADE, Bangalore on behalf of the President of India, invites “Expression of Interest” from reputed Indian Industries partner for the following: -

EOI Ref No.	Description	Due Date
ADEW/MM/EOI-03/VSCF/23-24	Development of 50kVA, 115/200VAC, 400 HZ, Variable Source Constant Frequency (VSCF) for the speed range of 4500 to 8500 RPM	07/05/2024 @ 10:30Hrs

This EOI consists of Part-I (Technical Details) and Part-II (Terms and Conditions).

Yours sincerely,

(Amstrong Enose A, TO A)
For & on behalf of President of India

Part-I: Technical Details

1) Brief Introduction:

Aeronautical Development Establishment (ADE) is a premier laboratory under Defence R&D Organization (DRDO), Ministry of Defence, Govt. of India. ADE is looking for the design and development of 50 kVA, 115/200VAC, 400 Hz, Variable Speed Constant Frequency (VSCF) of ADE Unmanned Aerial Vehicles (UAVs), an Expression of Interest (EOI) is sought from interested and competent Indian Industries Partners. Reputed industries partner who have the expertise in the field of Design and Development of Electrical machine and Generator control Unit (GCU) for the UAVs/Aircraft application should only participate in this EOI. The proceedings and findings of the committee will be used to shortlist capable industries Partner for the activities given in this EOI.

2) Broad Scope of Work:

The broad scope of work will include design and development of VSCF Generating system. The VSCF shall consist of an Electrical Machine (Multi-stage brushless type), Generator control Unit (GCU) and Current Transfer. The broad scope of work shall consist of detailed design, modeling of Electrical machine and GCU. The GCU shall have the capability to control both voltage and frequency with built-in protection with redundancy. It may consist of DC Link or Matrix converter with PWM or Sine wave Inverters, necessary harmonic filters etc. The output characteristics of GCU shall be complied with MIL-STD-704 E/F, MIL-STD-461 E/F, MIL-HDBK-5 or its superseding publication for the selection of material for Airborne system, MIL-HDBK-5400 for the material and processes of electrical equipment and part and internal wiring of electrical components etc.

The Multistage VSCF generator shall consist of multistage rotor assembly, Generator enclosure including the drive and non-drive cover. Detailed design and Analysis (i.e. Electromagnetic, Thermal, Mechanical, Electrical power analysis, Signal integrity Analysis), Design optimization, Manufacturing and functional testing of Engineering / Prototype model of VSCF, Performance validation, Manufacturing and ATP testing of VSCF with GCU as per ADE requirement shall be carried out. The final approved by ADE model and GCU shall be tested (ESS and QT) for the airworthiness qualification. Reviews of the design, simulation and analysis shall be as per the ADE requirements. It may be noted that a Pre-EOI submission meeting with the interested / prospective Industries Partners will be organized at ADE to discuss more details about the proposed work share plans across various domains and also to clarify any doubts of the prospective respondents. All participants will be required to sign Non-Disclosure Agreement (NDA) with ADE before this meeting (authorized signatories with company seals must be present in the meeting).

3) Tentative Quantity:

Qty 06* numbers of VSCF with GCU & CT. The activity completion time shall be 30 (Thirty) months.

4) Technical Specification and Scope of work:

Design and Development of 50 kVA, 115/200VAC, 400 Hz, VSCF for the speed range of 4500 to 8500 RPM – ADE UAVs

1.0 Introduction:

- 1.1 ADE is involved in design and development of UAVs. An Electrical Generator of the rating in between 50 kVA, 115/200 VAC, 400 Hz for the speed range of 4500 to 8500 RPM is required to power the electrical LRUs in the UAV.
- 1.2 The main objective of this EOI activity is to take up the design and development of 50 kVA, 115/200 VAC, 400Hz VSCF with GCU and explore the methodology for the development of higher capacity of VSCF for Aircraft application.
- 1.3 The detail technical specification of electrical machine is shown below:

SN	Parameters	Details
1.	Type of Alternator	Three stage Brush Less Generator
2.	Rated Voltage of GCU	115 Vph (Phase), 200 V (Line)
3.	Rated Power	50 kVA (4500 RPM to 8500 RPM)
4.	Efficiency	Min 80% at 0.85 pf
5.	Power factor	0.75-1.00 (lag)
6.	Speed Range	4500 to 8500 RPM
7.	Over Speed	110% of 8500 RPM
8.	Over Load	150%=57.5 kVA for 5 minutes 200%=100 kVA for 5 Seconds
9.	Output frequency	400±4 Hz
10.	Working temperature	Ambient: -40°C to +85°C
11.	Cooling	Oil cooled (MIL-L-7808, MIL-L-23699, ET025 (DERD 2497))
12.	Weight (Electrical machine)	<ul style="list-style-type: none"> • 26±1 Kg (Approx.) • The weight shall consist of a complete Brushless Generator Package, Including QAD and V- Band. • [Note: The dimension of Brushless Generator including QAD shall be as per ADE ICD. The ICD shall be disclosed after the finalization of Industries Partner]
13.	Housing Dimension (Approx)	Maximum: 200mm (Φ) X 350mm (L)
14.	Overhung moment	Maximum 5.3kg-m
15.	Direction of Rotation	CCW (Viewing input mounting flange)
16.	Mounting Flange	7.2 in (182.9 mm) Flange as per ISO 1971-1975 (E) Spigot 550
17.	Input spline	16 teeth 20/40 Pitch, PCD: 20.32 mm
18.	Shear Section	3400±250 lb-in (355.9 to 412.4 N-m)

The detail technical specification of Generator Control Unit (GCU) are shown below.

Sl. No.	Parameters	Details
1	Capacity(Output)	Min. 50 kVA
2	Input power source	3-phase from Electrical Machine
3	Output Voltage	115 V (Phase to neutral)/200V (Phase to phase or Line to Line)
4	Output current	As per rated capacity
5	Compatibility	Compatible with three stage
6	Total Harmonic Distortion	< 5%
7	Over Voltage	As per MIL-STD-704E/F
8	Under Voltage	As per MIL-STD-704E/F
9	AC Normal operating characteristics	<ul style="list-style-type: none"> • Steady state voltage: 108 V to 118 V rms • Voltage unbalance: 3 Volts, rms maximum • Voltage phase difference: 116° to 124 ° • Distortion factor: 0.05 Max • Distortion spectrum, Crest factor, DC components and Transient characteristics shall be as per MIL-STD-704F • Steady state frequency: 393 to 407 Hz
10	Under Speed Protection	As per MIL-STD-704E/F
8	Over temperature protection	Over temperature with auto recovery
10	Short circuit protection	Short circuit protection with auto recovery
12	Operating Temperature	-40 °C to +85°C
14	Open circuit voltage (Max.)	As per MIL-Std-704F
15	Endurance	Minimum 12 hrs continuous operation at rated load
17	Cooling	Natural conduction cooling
18	Efficiency	More than 85% (at room temperature and full load)
16	Weight	Not more than 10 kg
17	Dimension (Max.)	Shall be decided during preliminary design review
18	EMI/EMC filter Connector	MIL-D38999

19	Vibration	As per MIL-STD-810 E/F
20	Acceleration	
21	Shock	
22	Warranty	3.0 years

2.0 Scope of Work

2.1 The broad scope of work are as follows:

2.1.1 Preliminary designed and modeling

In the preliminary design of VSCF the multi stage –stator and rotor Assembly, Generator enclosure, Drive and non-drive end cover shall be carried out. Preliminary design calculations for the electronics and embedded controller circuit, converters and AC Voltage regulators shall be carried out. Component selection and preliminary design drawing including PCB schematic drawings and layout converters circuits shall be carried out. Also the cooling techniques and 3D modelling and FEA analysis shall be the part of preliminary design and modeling of VSCF.

2.1.2 Detailed designed and Analysis

In the detailed design and analysis of Generator Electromagnetic analysis, Thermal analysis, and Mechanical analysis, integrated analysis of Multistage Rotors, design optimization shall be done. Also the detail mechanical analysis, thermal analysis, electrical power analysis, signals integrity analysis and design optimization of both Electrical machine and GCU shall be done.

2.1.3 Development and functional testing of Prototype model

2D manufacturing drawing of both Electrical machine and GCU shall be done. Metal cutting and 1st prototype manufacturing of VSCF and GCU shall be done. The functional testing of the prototype shall be done as per ADE requirement.

2.1.4 Development and qualification

The development of VSCF system shall be done after the satisfactorily testing of 1st prototype. The development shall be monitored by ADE QA rep and Aircraft Alternator certifying agency. In this stage the ESS and QT shall be done in consultation with the certifying agency i.e. CEMILAC. The VSCF shall be delivered as by ADE requirement.

Note: Further required details will be shared after signing NDA during pre-bid meeting.

3) Industries Partner Qualification Criteria and Other terms and Conditions

Industries Partner Qualification The industries Partner is required to satisfy the following minimum conditions:	1. Industries Partner must have prior experience in design and development of aircraft electrical machine with good team for mechanical and electrical design.
	2. Firm should have AS9100D / Equivalent or better
Technical Support:	The industries Partner shall provide technical support while installation and testing of VSCF on Engine/ Aircraft or test Rig.
Requirement of Technical documentation	The following documents are to be provided by the industries Partner: 1) Evidence/proof of handling the design and development of aircraft Alternator as per given scope of work meeting the performance requirements for the ADE.
Note	1. Consortium approach is permitted for this Eol 2. If Indian industry is collaborating with foreign OEM the % of foreign contents shall not be more than 40% may participates in this Eol.

4) Industries Partner Weightage Criteria

Technical Subject Expertise	Weightage (%)	Qualification (%)
Electrical machine design	25	20
Mechanical design	25	20
GCU electronics	20	15
Multi Disciplinary Optimization	15	10
Simulation and analysis in Mechanical, electromagnetic and thermal	15	10
Total	100	75

Industries Partner should qualify against each discipline of technical subject expertise as stated above and should obtain total of **minimum 75% to qualify**.

ADE technical evaluation committee (TEC) will evaluate the industries Partner on **Technical Subject Expertise** based on the documentary and other evidences produced by industries Partner. ADE TEC has all the rights to assign the weightage on Technical Subject Expertise **with no liable to the industries Partner**.

Part-II: Terms and conditions

1. The Director, ADE reserves the right to accept/reject any or all the EOI without assigning any reason and also will not be responsible for postal delays. Final RFP / contract will also have defined exit options.
2. Industries Partners are required to submit their bid along with the eligibility conditions specified. **The interested Firms have to attend the Pre—Eol submission Meeting at ADE, Bangalore.**

Pre-Eol Submission Meeting Details

Pre-Eol Submission Meeting Date: **15/04/2024 @ 10:00Hrs**

For participation contact following:

1. **Shri. Vinod Vishwakarma, Scientist 'E' (Ph: 080-2505 7884).**
2. **Shri. Ezhil Thirumaran, Scientist 'F' (Ph: 080-2505 7874).**

Note: Pre-Bid Conference may be conducted through audio or video conference call.

3. **Last Date and Time for Depositing (submission of) the EOI:** On **07/05/2024 at 10:30Hrs.** The sealed Bid should be deposited / reach by the Due Date and Time Responsibility to ensure this lies with the Bidders.
4. **Location of the Tender Box:** Security Office, Raman Gate, ADE, Bangalore.
5. **Manner of Depositing the EOI:** Sealed EOI should be either dropped in the Tender Box or sent by post at the address given, in the " Invitation of EOI", so as to reach by the due date and time. Late EOI will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of documents. EOI sent by FAX or e-mail will not be considered unless they have been specifically called for by these modes.
6. **Time and Date for Opening of EOI:** On **(08/05/2024) at 10:30Hrs.**
If due to exigency, the due date for opening is declared a closed holiday, the EOI will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.
7. **Place of Opening:** **Security Office, Raman gate, ADE, Bangalore.**
The Bidders may depute their representative, duly authorized in writing, to attend the opening of EOI on the due date and time.
8. The cover containing the proposals, duly completed in all respects must be addressed to The Director, ADE indicating the EOI No.**ADE/MM/EOI-03/VSCF/23-24** and Description: **Expression of Interest'** and the **Due Date and Time**. The Proposal should reach not later than the Due Date.
9. **Eligibility Conditions:** Refer Section – 6 of Part - I.
 - (a) Please note that response to EOI is accepted only from the **"reputed Indian/Indian industries Partners"**.
 - (b) Industries Partner shall provide Financial standing through latest Annual report (balance sheet and profit & loss account) of last 3 years
 - (c) Company with consistent profitable financial record showing profits in at least three years and with no accumulated losses. Submit detail Report.
 - (d) It is compulsory for the firm to attend the Pre-Eol Meeting in order to submit their proposal which will be further shortlisted by ADE committee.

- (e) The respective representative from the industries Partner must possess the authorization letter from the firm to sign the Non-Disclosure Agreement (NDA) as per ADE terms & conditions. The authorized person has to ink sign the NDA and put the company seal on it before entering the Pre-EoI Meeting Room.
- (f) Mere participation in EOI does not assure eligibility for participating in the tender. Based on the details provided in the proposal, Director, ADE has the right to select the industries Partner for participating in the tender.
- (g) Director, ADE has the right to use the information provided by the industries Partners for future issuance of the tender.

10. Request to quotations will be issued to the short listed industries Partners and also others who are already well known in the field.

10.1	Queries & to be addressed to	:	The Director ADE.
10.2	Postal address for sending the Proposal	:	ADE, DRDO, New Thippasandra Bangalore-560075, Karnataka , India
10.3	Fax Number	:	080-2505 7843
10.4	Email	:	Headmmd.ade@gov.in mmdtec.ade@gov.in

11. The Director, ADE reserves the right to accept/reject any or all the EOI without assigning any reason and also will not be responsible for postal delays.

(.....)
For Director
For & on behalf of President of India

<u>Check sheet</u>				
<u>SI NO.</u>	<u>Technical Terms</u>		<u>Confirmation of industries Partners to ADE Terms</u>	
1.	Company Profile	Details of Registration, License , etc. enclosed	Yes/No	<input type="checkbox"/>
2.	Infra-structure details	Provided the details of infrastructure	Yes/No	<input type="checkbox"/>
3.	Technical Experience details	Provided the details of Technical Experience details	Yes/No	<input type="checkbox"/>
4.	Company financial Capacity	Provided the details of Company financial Capacity	Yes/No	<input type="checkbox"/>
5.	P/O Contracts taken up/ finished details	Provided the details of P/O Contracts taken up/ finished details	Yes/No	<input type="checkbox"/>
6.	Details of ISO/AS certification & other certifications	a) ISO 9001 / 14001 b) AS 9100 c) Any other	Yes/No	<input type="checkbox"/>
7.	Compliance statement on SoW	As per Section 4 &5 of Part – I	Yes/No	<input type="checkbox"/>
8.	Compliance Statement on industries Partner Qualification Criteria	As per Section 6 of Part – I	Yes/No	<input type="checkbox"/>
<p>Note: Industries Partners are requested to submit this format duly completed with their seal and signature along with their quotation. Non submission of this format may lead to rejection of your offer.</p>				

NON DISCLOSURE AGREEMENT

For EOI/ Tender Enquiry No. ADE/MM/EOI-03/VSCF/23-24

Contact Officer for NDA:

1. **Shri. Vinod Vishwakarma, Scientist 'E' (Ph: 080-2505 7884)**
2. **Shri. Ezhil Thirumaran, Scientist 'F' (Ph: 080-2505 7874).**

This agreement made this _____ day of _____ Month Year between the President of India through the **Director, Aeronautical Development Establishment, New Thippasandra Bangalore** (Name of Lab/Estt), hereinafter referred to as "First Party" on the one part and the _____ - Firm Name with address ("**Second Party**") herein after referred as "**Receiving Party**" which expression shall unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their Heirs, Executors, Successors or Administrators and permitted assigns on the other part.

[Hereafter collectively referred to as the "Parties" or individually as the "Party".

WHEREAS, First Party/Lab/Estt. (Disclosing Party) possess certain sensitive and confidential information and desires to disclose it to the Firm (the Receiving Party) to further co-development relationship between the Parties subject to the Terms and Conditions of this Agreement.

NOW IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Identification**

When Confidential information is disclosed in writing or other tangible form, the information shall be marked "CONFIDENTIAL" or with similar legend on each page containing Confidential information. When Confidential information is disclosed orally, visually or in any other intangible form, such information shall be identified as confidential at the time of disclosure, subsequently summarized and confirmed in writing within Thirty (30) days from the initial disclosure, referring the date of disclosure.

2. **Standard of Care**

The Receiving Party shall protect the confidential information disclosed by the First Party with appropriate care.

- a. **Receiving Party shall communicate to First Party in writing the list of nominated persons for receiving confidential information.**
- b. Confidential information should not be communicated through phone, fax, or email. Confidential information should be exchanged only through signed letters.
- c. When confidential information is received by Receiving Party, the Receiving Party should acknowledge the receipt of confidential information in writing.
- d. Receiving Party should not discuss the confidential information disclosed by First Party with any Third Party, within Government Organizations or outside Government Organizations without the prior written approval of Director/First Party. The Firm agrees to promptly notify First Party of any misuse/misappropriation/loss/comprise of the confidential information.

3. Either Party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

4. This Agreement will be construed in, interpreted and applied to accordance with the laws of India.

5. **Confidentiality Period**

For the term of this Agreement and Ten (10) years thereafter, the Receiving Party shall neither disclose the First Party's confidential information to any Party other than its Employees who have express need to know in the context of the relevant co-development.

6. **Exceptions**

No obligation shall be imposed regarding confidential information if the Receiving Party can demonstrate that the confidential information:

- (a) Is or becomes thereafter available to the public through no breach of this Agreement;
- (b) Is disclosed pursuant to governmental or judicial order requirement.

7 **Return of Materials**

The Receiving Party shall return to the First Party, or at the discretion of the First Party certify the destruction of all copies of the First Party's confidential information upon written request of First Party.

8 **No License**

Nothing herein constitutes a license or other transfer of rights in respect of either Party's interest in any confidential information disclosed pursuant to this Agreement.

9 **Term**

The term of this agreement is Five (5) years from the effective Date, however, those Sections 5, 6, 8 and 11 hereof shall survive even after expiration or termination hereof.

10 **Assignment, Modification and Waiver**

No assignment, modification, or waiver of any Term of this Agreement shall be effective unless set forth in writing and signed by an Authorized Representative of each Party. No failure to enforce any provision of this Agreement shall be construed as waiver.

11. **Dispute Resolution**

Difference of opinion, if any, arising during the period of this Agreement, concerning the execution of the responsibilities will be settled on the basis of mutual consultation by the signatories or their designated nominees. The parties will make best possible efforts to resolve the dispute and in case of their failure to do so and reconciling the dispute mutually, the same shall be referred for Arbitration.

12. **Arbitration**

Option : 01 For Defence PSUs: The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.

Option : 02 For Central Public Sector Enterprises (CPSEs): In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between

Central Public Sector Enterprises (CPSEs) and DRDO, such disputes of difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRC) as per provisions of Department of Public Enterprises OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22-05-2018 as amended.

Option : 03 For Other Firms:

Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with either of the following provisions:

“The case of arbitration may be referred to arbitrator / arbitrators appointed as per section 11 of Indian Arbitration and Conciliation Act, 1996 as amended and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996 as amended.”

Or

“The case of arbitration may be referred to international Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996 as amended”.

Or

“The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. However, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Act, 1996 as amended.”

13. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties with respect to the matters covered by this Agreement, supersedes all prior agreements and understandings with respect thereof, and may only be amended in writing signed by both Parties.

14. Binding Effect

This Agreement shall be binding and inure to the benefit of the undersigned Parties, their Successors and Assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement to be executed as the effective date written above when signed below by their duly authorized representatives.

For Lab / Estt./First Party

For Firm / Second Party

Name :

Name :

Designation :

Designation :

Address :

Address :

Date :

Date :

Definitions:

In this Non-Disclosure Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

- 1.1 'Disclosing Party' or 'First Party' means** DRDO Lab/Estt. Disclosing Confidential Information to the Vendor/Seller/Development Partner under this Agreement.
- 1.2 'Receiving Party' means** the Vendor/Seller/Development Partner receiving Confidential Information from DRDO Lab/Estt. under this Agreement.
- 1.3 'Confidential Information' means** any information, which shall include but is not limited to, design, fabrication and assembly drawings, know-how, processes, product specifications, raw materials, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programmes, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.

1.3.1 Such Confidential Information shall also include but shall not be limited to:

- 1.3.1.1** Information disclosed by the Disclosing Party/First Party *in* writing marked as confidential at the time of disclosure;
- 1.3.1.2** Information disclosed by the Disclosing Party/First Party orally which is slated to be confidential at the time of disclosure;
- 1.3.1.3** Information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or
- 1.3.1.4 Notwithstanding** sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.

1.3.2 Such Confidential Information shall not include any information which is, at the time of disclosure, publicly known; or becomes at a later date, publicly available otherwise than a wrongful' act or negligence or breach of this Agreement of or by the Receiving Party; or

- 1.3.2.1** The Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
- 1.3.2.2** Is legitimately obtained at any time by the Receiving Party from a third Party without restrictions in respect of disclosure or use; or
- 1.3.2.3** The Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential **Information**.

2. Administrative Instructions:

- 2.1** Authority of the Signatory of Receiving Party in NDA shall be established prior to signing of NDA; preferably, a letter should be obtained from CEO/MD of the Receiving Party authorizing a named senior level official to sign NDA or their behalf. Only such authorised Senior Level Officer should sign the NDA document on behalf of Receiving Party/Second Party.
- 2.2** The confidentiality of the documents shall also be maintained by the Consortium Partners of the Suppliers/Receiving Party.
- 2.3** The Labs/ Estts. /Programmes are advised to enter into this NDA in all Contracts wherein any Confidential Information is being shared with the Receiving Party/Second Party.