

**GSC/T-30**  
**NORTHROP GRUMMAN SYSTEMS CORPORATION**  
**PURCHASE ORDER TERMS AND CONDITIONS**  
**ARCHITECT-ENGINEER**

Title and Clause Number		Title and Clause Number	
Acceptance of Purchase Order	2.	Insurance Requirements	26.
Anti-Corruption Compliance	42.	Intent of Contract Documents	5.
Assignment	21.	Mergers and Acquisitions	82.
Anti-Trafficking In Persons	44.	Modification	4.
Audit Rights	56.	Non-waiver	39.
Background Investigations	92.	Northrop Grumman Systems Corporation and Contractor Representative	12.
Badges and Plant Security	50.	Offset Commitment	31.
Bonds	47.	Order of Precedence	3.
Changes	11.	Patent, Trademark and Copyright Indemnity	46.
Citizenship Eligibility Requirements	49.	Payment for Labor, Services and Material	6.
Complete Agreement	40.	Price Breakdown and Invoicing	15.
Compliance with Laws	28.	Privacy, Confidentiality and Security	87.
Compliance with Site Regulations	19.	Product Vulnerabilities	97.
Composition of Architect-Engineer	64.	Prohibited Activities And Contacts	43.
Confidentiality	84.	Proprietary Information	23.
Contract Performance	99.	Record Retention Requirements	37.
Definitions and Explanation	1.	Requirements for Registration of Designers	7.
Disclosure of Information	34.	Response to Audit	80.
Discrepancies in Contract Documents	78.	Responsibility for Claims	41.
Disputes	13.	Responsibility of the Architect-Engineer	27.
Divestitures	81.	Subcontracting	22.
Drawings and Other Data to Become Property of Buyer	24.	Successors of Parties	67.
Errors And Omissions	98.	Suspension of Work	45.
Examination of Contract Documents and Site	63.	Sustainability	94.
Export and Import	32.	Taxes	20.
Final Payment	16.	Termination for Northrop Grumman Systems Corporation Convenience or Cancellation for Default of Architect-Engineer	14.
Governing Law	29.	Time of Performance	9.
Inconsistency of Provisions	30.	Waiver of Right to Jury Trial	90.
Indemnity	25.		
Independent Contractor Status	18.		

**1. DEFINITIONS AND EXPLANATION.**

- A. The words "Northrop Grumman Systems Corporation" or "Buyer" or "Prime Contractor" or "Owner" mean Northrop Systems Grumman Corporation subsidiary, Sector, or business unit identified on the face of the Order.
- B. The words "Architect-Engineer" or "A&E" or "Architect" or "Contractor" mean the party with whom Northrop Grumman Systems Corporation is contracting and whose name and address appears on the face of the Order.
- C. PARTY/PARTIES mean Buyer and Seller collectively.
- D. The word "Subcontractor" means any person or supplier, which furnishes supplies or services to or for

- the Architect-Engineer or another subcontractor and, therefore, means subcontractor at any tier.
- E. The word "Order" (which is also herein called "Contract") means an instrument entitled "Purchase Order," including all drawings, specifications, documents and all special and general conditions or provisions referenced therein or made subject thereto which has been "accepted" as provided in Clause 2 herein.
- F. "Work" means all services to be performed or other things required to be furnished or performed by Architect-Engineer in order to properly perform and fulfill the obligations and requirements of the Contract.
- G. "Project" means the subject of the Contract for which Architect-Engineer is performing the Work.

- H. Miscellaneous Word Explanation:
- (1) Whenever the words "as shown," "as indicated" or "as detailed" or words of similar import are used it means that reference is being made to the drawings and/or specifications unless otherwise specifically provided.
  - (2) Whenever the words "as directed," "as required," "as permitted," "approved," "accepted," "acceptance" or words of similar import are used it means that specific direction, permission, approval or acceptance by Northrop Grumman Systems Corporation is required prior to Architect-Engineer proceeding further unless otherwise specifically provided.
  - (3) The words "to provide" or "provide" means "to furnish and install" or "to provide complete and in place" unless otherwise specifically provided.
- H. Unless the context otherwise requires, words importing the singular number include the plural and in the plural include the singular and words of the masculine gender include the feminine and the neuter.
- I. Titles and paragraph heads used herein and in the Order are for convenient reference only and shall not affect the interpretation of any provision of the Order.
- J. Refer to clause 14 herein for definition and explanation of "Northrop Grumman Systems Corporation and Architect-Engineer Representatives."
- K. PERSONNEL, for the purposes of the Privacy, Confidentiality and Security clause of this contract, means employees, agents, consultants or contractors of Seller or Northrop Grumman, as applicable
- L. PERSONAL INFORMATION, " is any information relating to an identified or identifiable natural person (such as name, postal address, email address, telephone number, date of birth, Social Security number (or its equivalent), driver's license number, account number, credit or debit card number, personal identification number, health or medical information, or any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic or social identity), whether such data is in individual or aggregate form and regardless of the media in which it is contained, that may be (i) disclosed at any time to Supplier or its Personnel by Northrop Grumman or its Personnel in anticipation of, in connection with or incidental to the performance of services for or on behalf of Northrop Grumman; (ii) Processed at any time by Supplier or its Personnel in connection with or incidental to the performance of services for or on behalf of Northrop Grumman; or (iii) derived by Supplier or its Personnel from the information described in (i) or (ii) above.
- M. PROCESS or PROCESSING means any operation or set of operations performed upon Personal Information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.

## 2. ACCEPTANCE OF PURCHASE ORDER.

If a Northrop Grumman Systems Corporation Purchase Order is being used as the instrument of contracting, acceptance of it by Architect-Engineer is expressly limited to its terms and any additional terms in Architect-Engineer acceptance are hereby objected to. Architect-Engineer accepts the Purchase Order as written by executing and

returning to Northrop Grumman Systems Corporation the "Acceptance" or "Acknowledgement" copy of the Purchase Order or beginning performance. On such acceptance a binding contract between Architect-Engineer and Northrop Grumman Systems Corporation is formed which contract is herein referred to as "Order" or "Contract."

## 3. ORDER OF PRECEDENCE.

In the event of any inconsistency between any parts of this Order, the inconsistency shall be resolved by giving precedence in the following order:

- A. Any Change Order Document (if any)
- B. Purchase Order Document
- C. Statement of Work
- D. Purchase Order Terms and Conditions
- E. Specification/Drawing
- F. Other Referenced Documents

## 4. MODIFICATION.

Except for the provisions of the "Changes" clause herein, no modification of an Order (including any additional or different terms in Architect-Engineer acceptance of a Purchase Order) shall be binding on Architect-Engineer or Northrop Grumman Systems Corporation unless agreed to in writing, signed by the duly authorized representatives of the parties as hereinafter described and designated.

## 5. INTENT OF CONTRACT DOCUMENTS.

The Contract documents shall be construed as a whole. They are complementary and what is required by any one shall be as binding as if required by all. The intent of the documents is to include all labor, materials, equipment, tools, plant and other items necessary for the proper execution and completion of the Work. The titling and division of the drawings and specifications by trades or other classifications is for convenience only and the fact that any part of the Work should or could properly have been shown or specified under some other title or division shall not relieve Architect-Engineer of performing or furnishing the same nor entitle Architect-Engineer to extra compensation.

## 6. PAYMENT FOR LABOR, SERVICES AND MATERIAL.

Architect-Engineer shall be responsible for the prompt payment of all persons who perform labor, or finish services, or material or equipment of other things, used or to be used in the performance of the Work called for by this Contract, and Architect-Engineer shall defend, protect, indemnify and hold Northrop Grumman Systems Corporation harmless from and against all liens, claims, suits and actions for such labor, services, materials, equipment, supplies or other things. It is the intention of the parties hereto, and Architect-Engineer agrees, that if Architect-Engineer or any of its subcontractors of any tier fail to pay all such persons, Northrop Grumman Systems Corporation may, at any time after five (5) days written notice to Architect-Engineer, pay such persons directly and deduct such payments from any amounts due Architect-Engineer hereunder.

## 7. REQUIREMENTS FOR REGISTRATION OF DESIGNERS.

The design of architectural, structural, mechanical, electrical, civil or other engineering features of the Work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

## 8. RESERVED

## 9. TIME OF PERFORMANCE.

*Time Is of the Essence in the Performance of This Contract.* If at any time it appears to Architect-Engineer that it will not meet any of the performance schedules or the scheduled completion date of the Work for any reason, including labor disputes,

Architect-Engineer shall promptly notify Northrop Grumman Systems Corporation in writing of the reasons for the delay and the estimated time or duration of such delay. These notification requirements shall not in any way be considered as relieving Architect-Engineer of any liability for breach of contract by reason of any delay in performance. Architect-Engineer shall insert the substance of this entire clause in any subcontract issued hereunder.

#### **10. RESERVED**

#### **11. CHANGES.**

- A. Northrop Grumman Systems Corporation may, at any time, without notice to the sureties, by a written order signed by the Northrop Grumman Systems Corporation Purchasing Representative, make any change in the Work within the general scope of the Contract.
- B. No services for which an additional cost or fee will be charged by Architect-Engineer shall be furnished without the prior written authorization of Northrop Grumman Systems Corporation.
- C. If any change under this clause causes an increase or decrease in Architect-Engineer's cost of, or the time required for the performance of any part of the Work under this Contract, whether or not changed by an order, an equitable adjustment shall be made and the Order modified in writing accordingly.
- D. If Architect-Engineer intends to assert a claim for an equitable adjustment under this clause, it must, within thirty (30) days after receipt of any written order issued under 12.A., submit to Northrop Grumman Systems Corporation a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by Northrop Grumman Systems Corporation in writing. Promptly, after submission of the statement of claim hereunder, Architect-Engineer shall submit to Northrop Grumman Systems Corporation a modification proposal in accordance with the "Price Breakdown and Invoicing" clause herein.
- E. No claim by Architect-Engineer for an equitable final payment under this Contract.
- F. Nothing herein shall excuse Architect-Engineer from proceeding with performance of the Order as changed, including failure of the parties to agree upon any adjustment to be made under this clause.

#### **12. NORTHROP GRUMMAN SYSTEMS CORPORATION AND CONTRACTOR REPRESENTATIVE.**

For all purposes in the administration of this Contract, Northrop Grumman Systems Corporation and Architect-Engineer shall be represented only by that person respectively designated by each party elsewhere in this Contract or otherwise designated in writing by each party as the "Northrop Grumman Systems Corporation Purchasing Representative" and "Architect-Engineer Representative" assigned to administer this Contract for such party, and by such person(s) as such Representatives may authorize in writing to act for them.

#### **13. DISPUTES.**

In the event of a dispute between Northrop Grumman and Contractor arising under this Contract, Contractor shall notify the Contract Administrator promptly in writing of its contentions and the parties will negotiate in good faith to resolve such matters. Contractor agrees to proceed diligently with the performance of the Work hereunder as directed by Northrop Grumman pending resolution of any such dispute. Should the dispute not be resolved to the mutual satisfaction of the parties, either party may further pursue resolution of the dispute through normal legal remedies permitted by law.

#### **14. TERMINATION FOR NORTHROP GRUMMAN SYSTEMS CORPORATION CONVENIENCE OR CANCELLATION FOR DEFAULT OF ARCHITECT-ENGINEER**

- A. Northrop Grumman Systems Corporation may, by written notice to Architect-Engineer, terminate this Contract in whole or in part at any time and for any reason for Northrop Grumman Systems Corporation convenience or cancel this Contract in whole or in part because of default of Architect-Engineer in failing to fulfill Architect-Engineer's contractual obligations.
- B. Upon receipt of such notice, Architect-Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Northrop Grumman Systems Corporation all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect-Engineer in performing this Contract, whether completed or in process.
- C. If the termination is for the convenience of Northrop Grumman Systems Corporation, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- D. If the cancellation is due to the default of Architect-Engineer in failing to fulfill its contract obligations, Northrop Grumman Systems Corporation may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Architect-Engineer shall be liable to Northrop Grumman Systems Corporation for any additional cost occasioned to Northrop Grumman Systems Corporation thereby.
- E. If, after notice of cancellation for default to fulfill contract obligations, it is determined that Architect-Engineer had not so failed or was not in default the cancellation shall be deemed to have been effected for the convenience of Northrop Grumman System Corporation. In such event, adjustment in the contract price shall be made as provided in C. of this clause.
- F. The rights and remedies of Northrop Grumman Systems Corporation provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

#### **15. PRICE BREAKDOWN AND INVOICING.**

- A. Architect-Engineer shall submit to Northrop Grumman Systems Corporation an invoice for each payment provided for in this Contract. Each invoice shall be in the form prescribed by Northrop Grumman Systems Corporation and shall be accompanied by such evidence in support thereof as may reasonably be required by Northrop Grumman Systems Corporation.
- B. The invoice shall be serially numbered and Northrop Grumman Systems Corporation Order number must appear on the invoice.
- C. Architect-Engineer in connection with any proposal it makes for a Contract modification pursuant to the "Changes" clause of this Contract, shall furnish a price breakdown, itemized as required by Northrop Grumman Systems Corporation. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract and overhead costs, as well as profit and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall be furnished.

## **16. FINAL PAYMENT.**

Upon, (A) the final acceptance by Northrop Grumman Systems Corporation of all of the Work called for by this Contract, (B) the submission by Architect-Engineer, if requested, of an affidavit, together with receipts, releases or other satisfactory evidence in support thereof, stating that all payments and claims for which Architect-Engineer is responsible here-under have been made or settled, except as specifically listed therein, and (C) the submission by Architect-Engineer if requested, of a release by Architect-Engineer of all liens and rights of lien and all claims against the Work site or property and Northrop Grumman Systems Corporation under or arising out of this Contract or its performance other than such claims, if any, as may be specifically excepted by Architect-Engineer from the operation of the release in stated amounts set forth therein or in estimated amounts where the amounts are not susceptible of exact statement, Northrop Grumman Systems Corporation shall pay Architect-Engineer the amount due Architect-Engineer under this Contract, provided, however, that Northrop Grumman Systems Corporation may retain from any payment, until the claim involved is settled, such amount as may reasonably be necessary to protect Northrop Grumman Systems Corporation from loss on account of any lien, claim, suit or action for which Architect-Engineer is responsible under this Contract or any claim Northrop Grumman Systems Corporation may have against Architect-Engineer.

## **17. RESERVED**

## **18. INDEPENDENT CONTRACTOR STATUS.**

Architect-Engineer shall perform the Work provided for as an independent contractor and at its sole risk and responsibility. Employees, representatives and subcontractors engaged in Architect-Engineer services hereunder shall not be in any sense employees, representatives or subcontractors of Northrop Grumman Systems Corporation, but shall be employees, representatives and subcontractors of Architect-Engineer during the period of this Contract and shall be subject to the rules and regulations and management of Architect-Engineer. Architect-Engineer shall not act in any sense as agent or representative of Northrop Grumman Systems Corporation. Architect-Engineer shall establish and enforce rules and regulations for its employees and subcontractors while on the Project site, including all security, safety and other applicable regulations.

## **19. COMPLIANCE WITH SITE REGULATIONS.**

If any Work is performed hereunder at a Northrop Grumman Systems Corporation or Government facility, Architect-Engineer and all its subcontractors of every tier shall comply with all safety, security and all other applicable regulations at such facility.

## **20. TAXES.**

Except as may otherwise be provided, the prices indicated in this Contract include all applicable Federal, State and Local taxes and duties.

## **21. ASSIGNMENT.**

No assignment of any rights or delegation of any duties under this Contract shall be binding upon Northrop Grumman Systems Corporation until its written consent thereto has been obtained, except Architect-Engineer may assign rights to monies due or to become due providing it advises Northrop Grumman Systems Corporation in writing of such assignments.

## **22. SUBCONTRACTING.**

- A. Seller shall not subcontract without the prior written authorization of Buyer for the performance of any service to be provided hereunder, and Seller shall require a like agreement from any immediate and lower-tier suppliers. This is not a restriction on

authorized distributors, dealers, jobbers or industrial suppliers.

- B. No subcontract placed under this Order shall provide for payment on a cost- plus-percentage-of cost basis, and any fee payable under cost- reimbursement subcontract shall not exceed the fee limitations in subsection 15.404-4(c) of the Federal Acquisition Regulation (FAR)
- C. Any subcontract awarded to a foreign person, as defined in the International Traffic in Arms Regulations or the Export Administration Regulations, must comply with the Export and Import Compliance clause herein.

## **23. PROPRIETARY INFORMATION.**

- A. If a separate Proprietary Information Agreement exists between the Parties, which relates to the subject matter of this Order, then Proprietary Information furnished by one Party to the other Party shall be protected pursuant to such Proprietary Information Agreement.
- B. If no separate Proprietary Information Agreement exists between the Parties, Seller agrees to keep confidential and not to disclose to any other person any Proprietary Information received from Buyer in connection with this Order. Seller further agrees to use Proprietary Information only for purposes necessary for performing this Order, without first obtaining Buyer's written authorization.
- C. Seller may disclose Proprietary Information to its subcontractors as required for the performance of this Order, provided that each such subcontractor first assumes by written agreement the same obligations imposed on Seller under this Order relating to such Proprietary Information.
- D. All documents and other tangible media (excluding Products) containing or conveying Proprietary Information and transferred in connection with this Order, together with any copies thereof, are and remain the property of Buyer.
- E. Neither the existence of this Order nor the disclosure hereunder of Proprietary Information or any other information shall be construed as granting expressly by implication, by estoppel or otherwise, a license under any invention or patent now or hereafter owned or controlled by Buyer or Buyer's customer, except as specifically set forth herein.
- F. Seller's obligations with respect to Proprietary Information disclosed hereunder prior to the performance in full, termination or cancellation of this Order shall not, except as expressly set forth herein, be affected by such performance in full, termination, or cancellation.
- G. Unless otherwise provided herein, or authorized by Buyer in writing, Seller shall use Proprietary Information and/or data only in the performance of this Order subject to the Government's rights under the Government Property clause.

## **24. DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF BUYER.**

All designs, drawings, specifications, notes, data and other work developed by Architect-Engineer in the performance of this Contract shall be and remain the sole property of Northrop Grumman Systems Corporation and may be used on any other work without additional compensation to the Architect-Engineer. With respect thereto, the Architect-Engineer agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Architect-Engineer for a period of three (3) years after completion of the project agrees to furnish and provide access to all retained materials on the

request of Northrop Grumman Systems Corporation. Unless otherwise provided in this contract, the Architect-Engineer shall have the right to retain copies of all such materials beyond such period.

## **25. INDEMNITY**

Architect shall defend, indemnify and save Owner, its officers, employees and agents harmless from any and all damages, loss or obligation arising from or in connection with any willful or negligent act, error, or omission of Architect, its employees, agents or invitees, not caused solely by the negligent act, error, or omission of Owner, its agents or employees, in the performance of work hereunder.

## **26. INSURANCE REQUIREMENTS**

Architect shall provide and maintain the insurance set forth, herein.

### **A. General**

Architect shall not commence or continue to perform any Work unless, at its own expense, Architect has in full force and effect all insurance required. Architect shall not permit any subcontractor to perform Work unless these insurance requirements have been complied with by each subcontractor.

### **B. Architect's Liability Insurance (Professional Liability, as applicable)**

1) Architect shall purchase and maintain from a company or companies authorized to do business in the state in which the Work is located and acceptable to Owner, the following Liability Insurance which shall protect Architect, Owner, and such other parties as Owner may from time to time designate, from claims which may arise out of or result from Architect's operations under the Contract, by a subcontractor or lower-tier subcontractor of the Architect, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

a. Comprehensive General Liability including Operations and Premises Liability, Completed Operations and Product Liability Personal Injury Liability, and Contractual Liability and Broadform Property Damage Liability (including completed operations). Coverage shall be written on an occurrence basis in the amount of a combined single limit of not less than \$2M each occurrence. Architect agrees to waiver of statutory immunity for workers compensation.

b. Architect's & Engineers Professional Liability Insurance in the amount of \$2M. This policy will be maintained for five years after the date of final payment.

c. Workers' or Workmen's Compensation Insurance with Statutory Limits and in accordance with the law of the relevant state, including All States and Voluntary Compensation endorsement. and such insurance shall provide waiver of subrogation in favor of Northrop Grumman

d. Employer's Liability Insurance with a limit of not less than \$1M.

e. Comprehensive Automobile Liability Insurance including personal injury and property damage to cover owned automobiles, automobiles under long-term lease, hired automobiles, employer's non-ownership liability, medical payments and uninsured motorists in the amount of a combined single limit of not less than \$2M.

2) All liability insurance required under this Contract shall name Owner as an additional insured under the applicable policies.

3) Certificates of Insurance shall be delivered by Contractor to the Contract Administrator prior to commencement of design and/or construction as applicable. As respects the additional insured, there shall be severability of interests under such insurance policies for all coverages provided under the policies. These Certificates shall

contain a provision that coverage will not be cancelled, modified or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner.

4) If Architect fails to purchase or maintain, or fails to require to be purchased or maintained, the liability insurance specified by this paragraph B, this Contract may be terminated for default, at Owner's sole discretion, in accordance with Article 29, Part D, Cancellation for Default. Alternatively, Owner may (but shall not be obligated to) purchase such insurance on Architect's behalf and Architect shall repay Owner for any premiums paid therefore by Owner.

### **C. Property Insurance**

1) Owner shall purchase and maintain Builder's Risk property insurance covering the Work at the site for the full replacement cost thereof. Property insurance shall include the interests of Owner, Architect, and the respective contractors and subcontractors in the Work. Owner shall provide all-risk insurance for physical loss or damage, including theft, vandalism, and malicious mischief. Owner agrees to include Architect and appropriate subcontractors as insured under such policy to the extent of their interest in the Work and to furnish Architect an insurance certificate evidencing same. Waivers of subrogation will be granted among all parties.

2) Owner and Architect waive all rights against each other and the architects, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph C or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by Owner. Owner or Architect, as appropriate, shall require from contractors and subcontractors by appropriate written agreements, similar waivers each in favor of the other parties enumerated in this Paragraph C.

The above referenced insurance requirements shall not be deemed a limitation of Architect's obligations under Section 26 or any other section.

## **27. RESPONSIBILITY OF THE ARCHITECT-ENGINEER.**

A. The Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Architect-Engineer under this Contract. The Architect-Engineer shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

B. Neither Northrop Grumman Systems Corporation's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any of Northrop Grumman Systems Corporation's rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect-Engineer shall be and remain liable to Northrop Grumman Systems Corporation in accordance with applicable law for all damages to Northrop Grumman Systems Corporation caused by the Architect-Engineers negligent performance of any of the Work performed or furnished under this Contract.

C. The rights and remedies of Northrop Grumman Systems Corporation provided for under this Contract are in addition to any other rights and remedies provided by law.

## **28. COMPLIANCE WITH LAWS.**

Architect-Engineer warrants that it shall comply with all applicable federal, state, or local laws, rules, and regulations in

the performance of this Agreement. Architect-Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and warrants compliance with Section 508 of the Rehabilitation Act. Where applicable, the Architect-Engineer agrees to provide products and services which are Section 508 compliant and agrees to provide a Voluntary Product Accessibility Template® (VPAT®) to Customer Representatives, if requested.

#### **29. GOVERNING LAW.**

This Order and any dispute arising hereunder shall be governed by the substantive and procedural laws of the State of California, except, however, that California's Choice of Law provisions shall not apply

#### **30. INCONSISTENCY OF PROVISIONS.**

In the event of any conflict or inconsistency between the other provisions of this Order and the provisions of these General Conditions, the provisions of these General Conditions shall control unless specifically amended on the face of this Order.

#### **31. OFFSET COMMITMENT.**

This clause shall only apply to Orders in excess of \$50,000.00.

A. Definition: "Offset" means the obligations that Buyer undertakes, in order to market or sell its Products, to assist a customer country in reducing any trade imbalance caused by its purchase of Buyer's Products or to meet other customer country national objectives.

B. Notwithstanding that this Order is or is not made in direct support of a foreign sale, Seller agrees that it is obligated to support Buyer's Offset commitments as a condition of this Order.

C. The offset credits arising out of or resulting from, directly or indirectly, this Order are for the exclusive use of Buyer and may be used by Buyer and any of its affiliates and subsidiaries to fulfill all past, present and future Offset obligations. In addition, Seller agrees to identify and retain for Buyer's use any rights to offset credits generated by its suppliers and subcontractors arising out of or resulting from this Order.

D. Seller shall provide a copy of each Order or Subcontract placed with a foreign source under this Order in support of Buyer's rights to offset credit.

E. Seller shall execute all necessary documents to evidence Buyer's right to use or assign any offset credits.

F. Buyer reserves the right to assign offset credits generated through Seller's efforts under this Order to third parties.

G. Seller shall include the substance of this clause, in favor of Buyer, in its subcontracts issued at all tiers pursuant to this Order.

#### **32. EXPORT AND IMPORT COMPLIANCE**

This provision may not be modified or amended by any addendum, exhibit, attachment, or any other agreement without prior written approval from Northrop Grumman Law Department (Export/Import).

##### **A. Export Compliance**

General. Performance of this Order may involve the use of or access to articles, technical data or software that is subject to export controls under 22 United States Code 2751 – 2799 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations or "ITAR") or 50 United States Code 2401-2420 (Export Administration Act of 1979, as amended), 50 United States Code 1701-1706, (International Emergency Economic Powers Act, as amended), and 15 Code of Federal Regulations 768 – 799 (Export Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter

referred to as the "Export Laws and Regulations"). Seller represents and warrants that it is either 1) a U.S. Person as that term is defined in the Export Laws and Regulations, or 2) a Foreign Person as that term is defined in the Export Laws and Regulations and has disclosed to Buyer's Representative in writing the country in which it is incorporated/authorized/organized to do business, and all nationalities of any dual or third-country national employees who will require access to the data, articles or services provided hereunder. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued there under.

1. Registration. If Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that it is registered with the U.S. Department of State's Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export and import compliance program in accordance with the ITAR.
2. Foreign Persons. Seller shall not re-transfer any export-controlled information (e.g. technical data or software) to any other non-US person or entity (including the Seller's dual and/or third-country national employees) without first complying with all the requirements of the applicable Export Laws and Regulations. Prior to any proposed re-transfer, Seller shall first obtain the written consent of the Buyer. No consent granted by Buyer in response to Seller's request shall relieve Seller of its obligations to comply with the provisions of paragraph A. of this Clause or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph A. hereinabove, nor constitute consent for Seller to violate any provision of the Export Laws and Regulations.

##### **B. Political Contributions, Fees and Commissions.**

If this Purchase Order is valued in an amount of \$500,000 or more, then in performance of this Purchase Order, Seller shall not directly or indirectly pay, offer or agree to pay any political contributions or any fees or commissions.

For purposes of this section and pursuant to 22 CFR 130.6, political contribution means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made, directly or indirectly, whether in cash or in kind, which is:

- 1) To or for the benefit of, or at the direction of, any non-U.S. candidate, committee, political party, political faction, or government or governmental subdivision, or any individual elected, appointed or otherwise designated as an employee or officer thereof; and
- 2) For the solicitation or promotion or otherwise to secure the conclusion of a sale of defense articles or defense services to or for the use of the armed forces of a non-U.S. country or international organization. Taxes, customs duties, license fees, and other charges required to be paid by applicable law or regulation are not regarded as political contributions.

For purposes of this section and pursuant to 22 CFR 130.5, fee or commission means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made directly or indirectly, whether in cash or in kind, and whether or not pursuant to a written contract, which is:

- (1) To or at the direction of any person, irrespective of nationality, whether or not employed by or affiliated with the Seller; and
- (2) For the solicitation or promotion or otherwise to secure the conclusion of a sale of defense articles or defense services to or for the use of the armed forces of a non-U.S. country or international organization.

**C. Import Compliance.**

Both parties shall comply with all U.S. Customs laws and regulations (e.g., 19 CFR) and all other applicable U.S. government regulations pertaining to importations of goods and materials into the United States.

For International Purchase Orders (Purchase orders issued to entities addressed in foreign countries): Specifically, without excluding other regulations, Seller shall comply with and adhere to the commercial invoice requirements detailed in 19 CFR 141 subpart F of the regulations, and provide additional information as requested by the Buyer. Seller shall immediately upon discovery, notify Buyer of any change to the shipment data related to product valuation, quantities shipped, country of origin, port of export and any additional information directed by the Buyer. Seller will timely provide pre-alert shipping information and documentation prior to shipment arrival to the U.S. Buyer will direct Seller where to send pre-alert shipping information and documentation. Pre-alert shipping documentation includes, but is not limited to, a commercial invoice, airway bill, bill of lading, and other required documentation as directed by U.S. regulations and Buyer.

For Domestic Purchase Orders (Purchase orders issued to entities addressed in the United States): Seller shall assume all U.S. import responsibilities, to include designation as U.S. Importer of Record, Customs clearance, duty, taxes, and fees for goods entering into the United States. Unless otherwise agreed in writing, NGC will not assume any import liabilities for goods procured through a domestic purchase order.

**D. Indemnification.**

Seller shall indemnify and save harmless Buyer from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys fees, arising out of claims, suit, allegations or charges of Seller's failure to comply with the provisions of this Clause and breach of the warranty set forth in paragraph A or C. Any failure of Seller to comply with the requirements or any breach of the warranty contained in this Clause shall be a material breach of this Order.

**E. Subcontracts.**

The substance of this Clause shall be incorporated into any lower-tier subcontract or purchase order entered into by the Seller for the performance of any part of the work under this Order.

**F. Notification.**

Seller agrees to provide prompt notification to Buyer in the event of changes in circumstances such as ineligibility to contract with US Government, debarment, assignment of consent agreement, and initiation or existence of a US Government investigation, that could affect Seller's performance under this contract.. Seller further agrees to provide prompt notification to Buyer should any offer, agreement or payment of political contributions, fees or commissions (as defined herein and pursuant to this Order) be made in contravention of the prohibition in Section B.

**33. CHOICE OF LAW.**

This Order and any dispute arising hereunder shall be governed by the substantive and procedural laws of the State of California, except, however, that California's Choice of Law provisions shall not apply.

**34. DISCLOSURE OF INFORMATION**

No public announcement or any other disclosure to third parties concerning this Contract or any Work done hereunder shall be made by Architect at any time without the prior written consent of Northrop Grumman. Any person or entity to whom disclosure of any designs, drawings, or any other information relating to this Contract is made pursuant to such authorization shall be informed of the confidential nature thereof and all writings containing the same shall be marked "Proprietary Information" by Architect

**35.-36. RESERVED**

**37. RECORD RETENTION REQUIREMENTS.**

Supplier shall retain all documents, notes, records and all other documentation with regard to the Services, including records of hours worked by each Supplier employee, for a period of four (4) years after completion of such Services provided by Supplier.

**38. RESERVED**

**39. NONWAIVER.**

Any failure at any time of Northrop Grumman Systems Corporation to enforce any provision of this Contract shall not constitute a waiver of such provision or prejudice the right of Northrop Grumman Systems Corporation to enforce such provision at any subsequent time.

**40. COMPLETE AGREEMENT**

An Order shall constitute the complete and exclusive agreement between Architect-Engineer and Northrop Grumman Systems Corporation and shall supersede any prior correspondence or other communications, quotations or proposals or bids unless such or portions thereof are specifically incorporated by reference into such Order.

**41. RESPONSIBILITY FOR CLAIMS.**

Architect-Engineer shall defend, protect, indemnify and hold Northrop Grumman Systems Corporation harmless from and against all claims, suits and actions arising from any negligent act or omission of Architect-Engineer or any of its subcontractors of any tier or any of their respective agents or employees in connection with the performance of this Contract

**42. ANTI-CORRUPTION COMPLIANCE**

Seller represents, warrants and covenants that:

A. It has not and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value to:

1. An officer, employee, agent or representative of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity thereof;

2. A candidate for political office, any political party or any official of a political party; or

3. Any other person or entity while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting Buyer in obtaining or retaining business, or an improper business advantage.

Without limiting the generality of the foregoing, Seller shall not directly or indirectly, pay, promise, offer, or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of Buyer.

B. No gift, travel expenses, business courtesies, hospitalities or entertainment of any nature has been or will be accepted or made in connection with this agreement where the intent of was, or is, to unlawfully influence the recipient of the gift, travel expense, business courtesy, hospitality or entertainment. Seller also represents that any gifts, travel expenses, business

courtesies, hospitalities or entertainment offered or provided shall meet the following conditions:

1. Be permitted under the U.S. FCPA and the laws and regulations of the country in which this agreement will be performed;
2. Be consistent with applicable social and ethical standards and accepted business practices;
3. be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and
4. Be of such nature that its disclosure will not cause embarrassment for the Buyer.

C. Breach of any of the foregoing provisions of parts A and B of this clause by Seller shall be considered an irreparable material breach of this agreement and shall entitle the Buyer to terminate this agreement immediately without compensation to Seller

#### **44. ANTI-TRAFFICKING IN PERSONS**

A. Buyer prohibits its employees, agents, subcontractors, and contract labor from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following:

- 1) Trafficking in persons, including, but not limited to the following:
    - a. sex trafficking, or
    - b. the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.
  - 2) The procurement of a commercial sex act.
  - 3) The use of forced labor in the performance of company business.
  - 4) The use of misleading or fraudulent recruitment activities
  - 5) Charging employees recruitment fees
  - 6) Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working.
  - 7) Providing or arranging housing that fails to meet the host country housing and safety standards.
  - 8) If required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual's native language and prior to the individual departing from his or her country of origin.
- B. Seller represents and warrants that it shall abide by and comply with the requirements of this clause. Further, Seller shall require its employees, agents, contract labor and subcontractors performing in connection with this Order to abide by and comply with the requirements of this clause.
- C. Buyer or its authorized representatives may, at any time, audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause. Seller will, in all of its lower-tier subcontracts and contracts relating to any Buyer Order, include provisions which secure for Buyer all of the rights and protections provided for within this clause, including this audit paragraph.
- D. Seller acknowledges that if Seller or any of its employees, agents, or contract labor engages in any of the prohibited activities in this clause, this Order is subject to termination.

E. Whenever Seller has knowledge, whether substantiated or not, that any actual or suspected violation of this clause has occurred, Seller shall immediately give written notice to Buyer and provide all relevant information including, but not limited to, the nature of the actual or suspected violation. Written notice shall be provided to the Buyer's Authorized Representative, as described in the Order.

F. Seller shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by Buyer, Buyer's representative, or cognizant government agency. Seller's cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation.

G. Seller shall, at its own expense, defend, indemnify and hold harmless Buyer and its affiliates, and all of their officers, agents, employees, successors and assigns, against any claims, loss, damage or expense, regardless of how arising and even if unforeseeable, including, without limitation, payment of direct, special, incidental and consequential damages and attorney's fees, arising out of, or relating to, Seller's or Seller's employees, agents, subcontractors or contract labor's failure to comply with the requirements of this clause.

H. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract or labor contract.

#### **45. SUSPENSION OF WORK.**

- A. Northrop Grumman Systems Corporation may, by a written order signed by the Northrop Grumman Systems Corporation Purchasing Representative which expressly refers to this clause, order Architect-Engineer to suspend, delay or interrupt all or any part of the Work for such period of time as may be appropriate for the convenience of Northrop Grumman Systems Corporation.
- B. If the performance of all or any part of the Work is, for any unreasonable period of time, suspended, delayed or interrupted by an act of the Northrop Grumman Systems Corporation Purchasing Representative in the administration of this Order, or by a failure to act within the time specified in this Order (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Order (excluding profit) necessarily caused by such suspension, delay or interruption and the Order modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent, (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of Architect-Engineer, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Order.
- C. No claim under this clause shall be allowed, (1) for any costs incurred more than 20 days before Architect-Engineer shall have notified Grumman Systems Corporation in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing within sixty (60) days after the termination of such suspension, delay or interruption, except that no claim shall be allowed if asserted after final payment under this Contract.



#### **46. PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY**

Architect-Engineer shall defend, indemnify, and hold Buyer, Buyer's officers, agents, employees, and customers harmless against all claims and liabilities, including costs, for infringement of any United States patent, trademark, or copyright by any Products delivered under this Order or, at Architect-Engineer's option and expense, Architect-Engineer shall obtain such licenses as are necessary to remove such infringement, provided that Architect-Engineer is reasonably notified of such claims and liabilities. Architect-Engineer's obligation shall not apply to Products manufactured by Architect-Engineer pursuant to detailed designs developed by Buyer and furnished to Architect-Engineer under an Order which does not require research, development, or design work by Architect-Engineer. Architect-Engineer's obligation shall also not apply to any infringement arising from the use or sale of Products in combination with items not delivered by Architect-Engineer if such infringement would not have occurred from the use or sale of such Products solely for the purpose for which they were designed or sold to Buyer. Architect-Engineer's obligation shall extend to the U.S. Government only if and to the extent Buyer has agreed to indemnify the U.S. Government

#### **47. BONDS.**

If a bond or bonds is specifically required by the terms of the Order, the provision of this clause shall apply.) Prior to commencing Work hereunder, or within such further time as Northrop Grumman Systems Corporation may allow in writing, Architect-Engineer shall deliver to Northrop Grumman Systems Corporation a performance bond and a payment bond executed by a corporate surety acceptable to Northrop Grumman Systems Corporation, in amounts not less than the Contract price, on the bond forms furnished by Northrop Grumman Systems Corporation in accordance with the instructions on said forms. Failure to deliver acceptable bonds within the time allowed shall constitute a material breach of this Contract and entitle Northrop Grumman Systems Corporation to (A) cancel Architect-Engineer's right to proceed with the Work, and (B) recover from Architect-Engineer any damages resulting from such breach. If any surety on such bonds becomes unacceptable to Northrop Grumman Systems Corporation or if the Contract price is substantially increased after such bonds are delivered, Architect-Engineer shall promptly deliver such acceptable additional bond security as Northrop Grumman Systems Corporation may require.

#### **48. RESERVED**

#### **49. CITIZENSHIP ELIGIBILITY REQUIREMENTS**

A. Employees of Architect-Engineer who perform Services under this Order shall be citizens of the United States of America (U.S.), its possessions or territories, or lawful permanent residents as defined by 8 United States Code (U.S.C.) 1101(a)(20), or protected individuals as defined by 8 U.S.C. 1324b(a)(3). Architect-Engineer shall provide Certification of compliance upon buyer request.

Seller shall promptly notify Buyer of any changes to the Certification. Failure to provide the Certification, or notice of changes, may result in termination of the purchase order for default. B. Upon the request of Buyer, Architect-Engineer shall submit verification of citizenship, lawful permanent resident status, protected individual status, or employment eligibility status to Buyer for each employee who will perform Services under this Order. Examples of documents that may be considered satisfactory are state birth certificates, U.S. passports, U.S. naturalization papers, and "green" cards (I-551) issued by the U.S. Department of Immigration and Naturalization. Consistent with IRCA, the order of resumption of such documents shall be the sole prerogative of Architect-

Engineer's employees. If these documents are not available, a compilation of other evidence may suffice.

C. Employees of Architect-Engineer not listed on the Certification of Employees or providing individual proof of U.S. citizenship, or other status as described in subparagraph B. above, may be denied access to Buyer's premises.

#### **50. BADGES AND PLANT SECURITY**

If this Order requires Architect-Engineer's personnel to enter Buyer's or Buyer's customer's premises, Architect-Engineer agrees to have its personnel, engaged in the performance of Services hereunder, report to Buyer's plant, at times to be specified by Buyer, so that Buyer may provide said personnel with identification badges, which will permit such personnel to enter and leave the premises where the work is to be performed. Architect-Engineer further agrees that said badges shall be worn by said personnel, in a conspicuous place upon the person of each of its personnel, when such personnel are in, on, or about the premises. Architect-Engineer further agrees to abide by and comply with, and require its Employees to abide by and comply with, such rules and regulations pertaining to plant security as may be prescribed by Buyer and/or the Buyer's Customer.

#### **51.-55 RESERVED**

#### **56. AUDIT RIGHTS.**

During the Term of this Order and for a period of four (4) years thereafter, Buyer shall have the right to audit such records of Supplier to ensure compliance with the terms and conditions of this Order. Such books and records shall be made available at Buyer's facility in the United States for verification, copying, audit and inspection by Buyer or its representatives, including authorized third-party auditors. Any such audit shall be conducted during normal business hours upon reasonable prior written notice to Supplier provided, however, that Supplier shall provide reasonable assistance necessary to enable Buyer to conduct such audit and shall not be entitled to charge Buyer for any such assistance. In the event such audit reveals that Supplier has billed Buyer in excess of the correct amount to be billed, Supplier shall promptly pay to Buyer the amounts over paid.

#### **57.-62. RESERVED**

#### **63. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.**

Architect-Engineer represents that it has carefully examined all of the provisions and Exhibits of this Purchase Order and the construction site and has satisfied itself as to the character, quality and quantity of Work to be performed and all other requirements of this Contract, as well as the conditions that will be encountered at the site or otherwise affect the cost or difficulty of performing the Work by Architect-Engineer. Any failure by Architect-Engineer or any of its subcontractors to become acquainted with all the available information concerning these conditions shall not relieve Architect-Engineer of its obligation for performing the Contract or of estimating properly the difficulty or cost of successfully performing the Work. Northrop Grumman Systems Corporation shall not be responsible for any representations or agreements made by any representative of Northrop Grumman Systems Corporation prior to the acceptance of the Purchase Order or the conditions that will be encountered, unless such representations or agreements are expressly stated in the Purchase Order.

#### **64. COMPOSITION OF ARCHITECT-ENGINEER.**

If the Architect-Engineer hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

#### **65.-66 RESERVED**

#### **67. SUCCESSORS OF PARTIES**

This Contract is binding on the parties and their respective legal representatives, trustees, successors and assigns.

#### **68.-77. RESERVED**

**78. DISCREPANCIES IN CONTRACT DOCUMENTS.**

If Architect-Engineer believes there are or may be any errors, omission or inconsistencies in the contract documents or if Architect-Engineer has any doubt as to the meaning thereof, Architect-Engineer shall immediately submit the matter to Northrop Grumman Systems Corporation for written clarification. Any Work performed before receipt of such clarification shall be at Architect-Engineer's risk and expense. If any clarification of the contract documents is needed, Northrop Grumman Systems Corporation will clarify the same by issuing a written order pursuant to the "Changes" clause. However, notwithstanding the provisions of said clause there shall be no increase in the contract price or extension of the time for completion on account of any misdescription or omissions of details of the Work which are clearly necessary to carry out the intent of the documents or which are customarily performed or furnished by Architect-Engineer. Such misdescribed or omitted details shall be performed or furnished by Architect-Engineer without extra compensation, as if correctly and fully set forth in the documents.

**79. RESERVED****80. RESPONSE TO AUDIT.**

Buyer shall not be prohibited from providing copies of the purchase order to federal and state taxing agencies as requested by either buyer's or government auditors to comply with auditing procedures.

**81. DIVESTITURES - COMMODITY PRODUCTS & SERVICES**

- A. Upon Buyer's divestiture of any affiliate, division, business unit, line of business or sector ("divested entity"), Buyer may assign in whole or in part the services that are the subject of this order to that divested entity. Upon execution of an assignment, Buyer shall have no further rights or obligations with respect to the assigned services (with the exception of any unpaid service fees which remain due on the effective date of such assignment) and the divested entity shall become the "customer" of record for those assigned services. Any such assignment or other transfer of services made to a third party will be subject to the prior written consent of Seller which consent will not be unreasonably withheld or delayed.
- B. Divested entities will have the right, for a period of twelve (12) months post-divestiture, to continue to purchase the products and/or services covered under this order, or Buyer may purchase such products under this order on behalf of the divested entities. If a divested entity wishes to order from Seller directly, Seller reserves the right to require such divested entity to provide financial information sufficient to determine creditworthiness before accepting any orders.
- C. Buyer may access and use the services under the agreement to provide transitional services to the divested entity, including transitional access and use of the services by the divested entity, during the transition period at no additional charge (i.e., no charge other than fees otherwise due to supplier under the agreement as if the divested entity were a part of Buyer) provided that Buyer is and remains current on the payment of all fees due to supplier under the agreement.

**82. MERGERS AND ACQUISITIONS - COMMODITY PRODUCTS/SERVICES.**

If Buyer merges with or acquires an entity or entities that have a need for Seller's products and services, Buyer and the acquired entity will be permitted to make purchases using this purchase order and price discounts in support of the acquired entity. If under any existing purchase order with an acquired entity or entities Seller currently provides or agrees to provide services,

Buyer and Seller will negotiate a combined agreement sufficient to cover the combined companies so as to avoid any disruption in service.

**83. RESERVED****84. CONFIDENTIALITY**

Architect-Engineer shall treat all information relating to the Work as confidential and proprietary information of Northrop Grumman. Architect-Engineer shall not permit its release to other parties or make any public announcements, public releases or photographs without Northrop Grumman's prior written consent. Architect -Engineer shall also cause its subcontractors and suppliers to comply with this requirement.

**85. - 86. RESERVED.****87. PRIVACY, CONFIDENTIALITY AND SECURITY**

Supplier will ensure that it provides the services under this agreement in accordance with the following requirements:

- (a) Supplier will hold in strict confidence any and all Personal Information.
- (b) Supplier will Process Personal Information only on behalf of Northrop Grumman and in accordance with Northrop Grumman's written instructions, and only in connection with the services it provides for Northrop Grumman and to fulfill its obligations to Northrop Grumman.
- (c) Supplier will comply with all applicable laws and regulations relating to the privacy, confidentiality or security of Personal Information and applicable provisions of Northrop Grumman's privacy policies, statements or notices that are attached hereto (collectively, "Privacy Requirements").
- (d) In the event a Privacy Requirement, enforcement action, investigation, litigation or claim, or any other circumstance, is reasonably likely to adversely affect Supplier's ability to fulfill its obligations under this agreement, Supplier will promptly notify Northrop Grumman in writing and Northrop Grumman may, in its sole discretion and without penalty of any kind to Northrop Grumman, suspend the transfer or disclosure of Personal Information to Supplier or access to Personal Information by Supplier, terminate any further Processing of Personal Information by Supplier, and terminate Supplier's agreement to provide services to Northrop Grumman, if doing so is necessary to comply with applicable Privacy Requirements.
- (e) Subject to applicable law, in the event Supplier is required by law or legal process to disclose Personal Information, it will give prior written notice of the disclosure to Northrop Grumman, so that Northrop Grumman may, in its discretion, seek to block the disclosure. Northrop Grumman will have the right to defend such action in lieu of and on behalf of Supplier. Northrop Grumman may, if it so chooses, seek a protective order. Supplier will reasonably cooperate with Northrop Grumman in such defense.
- (f) Supplier may disclose Personal Information to a third party if, and only if, it obtains the written consent of Northrop Grumman and (1) the disclosure is made to a party that performs services on behalf of Northrop Grumman and the disclosure is made in order to perform the Supplier's services to Northrop Grumman; or (2) the disclosure is made to a third party performing clerical, administrative, technical, or security-related services for Supplier, and such disclosure is incidental to the performance of such services. In either case, Supplier will enter into a written agreement with such third party under which the third party agrees it will (i) maintain the confidentiality of the disclosed Personal Information; (ii) not disclose the Personal Information to other third parties without the prior written agreement of Northrop Grumman; (iii) use the Personal

Information only in connection with performing its obligations under its agreement with Supplier; (iv) disclose the Personal Information only to its own personnel who need the information to perform the obligations under the agreement with Supplier, and who have been fully advised as to the confidentiality requirements set forth herein; (v) promptly notify Supplier of any Information Security Incident (as defined below); and (vi) return to Supplier all copies of Personal Information Processed in connection with the relevant services for which the third party was retained or, upon Supplier's written request (provided that Supplier receives Northrop Grumman's prior written approval), securely destroy or, at the option of Northrop Grumman, render unreadable or undecipherable, all such Personal Information, including all hard-copy and electronic versions.

(g) Supplier will develop, implement and maintain a comprehensive written information security program that complies with applicable Privacy Requirements. Supplier's information security program will include appropriate administrative, technical, physical, organizational and operational measures designed to (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Information; and (iii) protect against accidental or unlawful destruction, loss or alteration, unauthorized disclosure or access, and any other unlawful forms of Processing (hereinafter "Information Security Incident"). Supplier's information security program will contain standards that are at least as stringent as those set forth in Supplier's attached "Information Security-Supplier Hosting Requirements". If the Processing involves the transmission of Personal Information over a network, Supplier will implement appropriate measures to protect Personal Information against the specific risks presented by the Processing. Supplier will immediately, but in no event later than 72 hours after Supplier's discovery of the Information Security Incident, notify Northrop Grumman in writing of any Information Security Incident. Such notice will summarize in reasonable detail the effect on Northrop Grumman, if known, of the Information Security Incident and the corrective action taken or to be taken by Supplier. Supplier will promptly take all necessary and advisable corrective actions, and will cooperate fully with Northrop Grumman in all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident. The content of any filings, communications, notices, press releases or reports related to any Information Security Incident must be approved by Northrop Grumman prior to any publication or communication thereof.

(h) Supplier will exercise the necessary and appropriate supervision over its relevant Personnel to maintain appropriate privacy, confidentiality and security of Personal Information. Supplier will restrict access to Personal Information to those Personnel who need the information to perform obligations under Supplier's agreement with Northrop Grumman and who have explicitly agreed to legally enforceable and sound confidentiality obligations. Supplier will ensure that Personnel with access to Personal Information are periodically trained regarding privacy and security and the limitations on Processing of Personal Information as provided in this agreement.

(i) Supplier will engage an independent third-party to conduct a security evaluation/certification of Supplier's systems that host Personal Information. Supplier will provide Northrop Grumman copies of the audit report(s). Northrop Grumman reserves the right to conduct site surveys of Supplier's hosting site and

review its physical and information security policies, practices, and procedures on an annual or biennial basis, in Northrop Grumman's reasonable discretion.

(j) Supplier agrees that any Processing of Personal Information in violation of this agreement, Northrop Grumman's instructions or any applicable Privacy Requirement, or any Information Security Incident, may cause immediate and irreparable harm to Northrop Grumman for which money damages may not constitute an adequate remedy. Therefore, Supplier agrees that Northrop Grumman may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages.

(k) Supplier will not transfer Personal Information outside the country to which it originally was delivered to Supplier for Processing (or, if it was originally delivered to a location inside the European Union, outside the European Union) without the explicit written consent of Northrop Grumman.

(l) Supplier will cooperate with Northrop Grumman if a data subject wants to access or amend Personal Information pertaining to him or her.

(m) Supplier will immediately inform Northrop Grumman in writing of any requests, complaints or investigations regarding Supplier's Processing of Personal Information. Supplier will respond to such requests, complaints or investigations in accordance with Northrop Grumman's instructions and Supplier will fully cooperate with Northrop Grumman in responding to any such request, complaint or investigation.

(n) Supplier will enter into any further privacy or information security agreement requested by Northrop Grumman for purposes of compliance with applicable Privacy Requirements. In case of any conflict between this agreement and any such further privacy or information security agreement, such further agreement will prevail with regard to the Processing of Personal Information covered by it.

(o) Supplier agrees, within 30 days of termination, cancellation, expiration, or other conclusion of this agreement, Supplier shall return to Northrop Grumman all copies of Personal Information Processed in connection with this agreement, or, upon Northrop Grumman's written request or receipt of Northrop Grumman's written approval in response to Supplier's request, to securely destroy or, at the option of Northrop Grumman, render unreadable or undecipherable, all such Personal Information, including all hard-copy and electronic versions. Supplier will provide an appropriate Certificate of Return/Destruction at Northrop Grumman's request.

(p) Supplier agrees to indemnify and hold harmless Northrop Grumman and its officers, employees, directors and agents from, and at Northrop Grumman's option defend against, any and all claims, losses, liabilities, costs and expenses, including without limitation third-party claims, reasonable attorneys' fees, consultants' fees and court costs (collectively, "Claims"), to the extent that such Claims arise from, or may be in any way attributable to (i) any violation of this agreement; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Supplier or its Personnel in connection with the obligations set forth in this agreement; (iii) Supplier's use of any contractor providing services in connection with or relating to Supplier's performance under this agreement; or (iv) any Information Security Incident involving Personal Information in Supplier's possession, custody or control, or for which Supplier is otherwise responsible.

(q) Supplier's obligations under this agreement will survive the termination of Supplier's agreement to provide services to Northrop Grumman and the completion of all services subject thereto.

**88. – 96. RESERVED**

**90. WAIVER OF RIGHT TO JURY TRIAL**

Buyer and Seller hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or hearing brought by either Seller against Buyer or Buyer against Seller on any matter whatsoever arising under, relating to, or in any way connected with this Order, the relationship of Seller and Buyer or any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect.

**91. RESERVED**

**92. BACKGROUND INVESTIGATIONS**

A. Architect-Engineer must complete Background Investigations (BI) on all new or rehired Architect-Engineer personnel who will perform services hereunder on premises under the ownership or control of Buyer. The BI's are required prior to issuance by Buyer of long-term visitor badges or unescorted access badges to Buyer's site(s) for more than sixty (60) days or a cumulative of sixty (60) days in a twelve (12) month period. This requirement does not apply to Architect-Engineer's employees who are currently in possession of a long-term badge.

B. Architect-Engineer's are responsible for completing background investigations and will certify that the BI has been completed and a thorough review of the investigative report disclosed only favorable information. At a minimum, BI's will include:

1. A criminal convictions check
  2. A check of Architect-Engineer employees Department of Motor Vehicles records for violations of any kind;
  3. Verification of asserted college degrees and professional licenses or other professional or educational certifications
- C. The Architect-Engineer must notify and obtain approval in writing from Buyer's Authorized Purchasing Representative prior to assignment of Architect-Engineer's personnel to a site owned or under the control of Buyer when a particular BI has been completed and the investigation report disclosed unfavorable/adverse information in the following area(s):
1. Education and/or professional background
  2. License(s) or certification(s)
  3. Criminal and/or driving record.
- D. "Unfavorable/adverse information" includes but is not limited to any criminal conviction, misdemeanor or felony, any driving violation that appears on the information provided by the Department of Motor Vehicles, failure of an educational or professional institution to acknowledge completion of a degree, license or certification, and the like. Buyer shall have the ultimate and sole determination as to whether the investigation report contains "unfavorable/adverse information."

**93. RESERVED**

**94. SUSTAINABILITY**

Buyer is committed to providing a sustainable environment for its employees, customers, investors, suppliers, and communities. Our goal is to promote resource conservation and environmental responsibility through the use of recycled contents and recovered materials to achieve waste reduction and energy efficiency. Buyer is dedicated to obtaining products and services from suppliers that exceed or comply with all applicable Federal, state and local laws, regulations, and ordinances relating to preservation and protection of the environment, in

addition to employing techniques and materials that support sustainability. To assist Buyer in maintaining its commitment, suppliers of products and services must also demonstrate the same degree of integrity from a social and environmental perspective. The following are the minimum requirements all Buyer's suppliers are expected to satisfy.

A. Ensure the necessary programs are in place for continuous improvement in the following key areas of sustainability: water, energy, recycling, waste and air,

B. Ensure that the products and services provided meet the following key sustainability criteria to assist Buyer to become a more sustainable organization: (1) Water and Energy: Products and services are developed in a manner that minimizes energy and water use, (2) Recycling and Waste: Products and services are developed to employ recycled materials, to enable recycling during disposal and utilizing innovative packaging that maximizes the use of recycled materials while diminishing overall waste, (3) Water, Air and Waste: Products and services are developed in a manner that minimizes emissions, effluents, and waste released at all of your facilities and operations.

**95.-96. RESERVED**

**97. PRODUCT VULNERABILITIES.**

Within 24 hours of confirming vulnerability in their product line, seller shall notify buyer and provide a corrective action plan to address the issue. This plan should include, but not be limited to: identification of the specific vulnerability; steps to isolate and prevent further occurrences; replacement of the defective product(s); enhanced quality control procedures.

**98. ERRORS AND OMISSIONS**

- A. The Architect shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Architect or other parties employed or engaged by the Architect under this Contract. The Architect shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications and other services.
- B. Evaluations of the Owner's Project Budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry.
- C. Neither the Owner's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights of the Owner under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by the Architect's performance of any of the services furnished under this Contract.
- D. The rights and remedies of the Owner provided for under this Contract are cumulative and in addition to any other rights and remedies provided by law

**99. CONTRACT PERFORMANCE.**

Architect-Engineer shall perform all Work required by and in strict accordance with the drawings, specifications and other provisions and requirements of the Order, and all within the period of time specified and at the price or prices set forth in the Order.