

CONSULTANT AGREEMENT

Agreement dated \_\_\_\_\_ between Rockwell International Corporation, a Delaware corporation (herein called "Rockwell"), and \_\_\_\_\_, (herein called "Consultant"). In consideration of the mutual promises herein contained, Rockwell and Consultant agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in the Schedule attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Rockwell.

2. TERM OF AGREEMENT

The Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.

3. PAYMENT

For these services Rockwell will pay Consultant at the rates set forth in the schedule. Rockwell shall not have any liability for any other expenses or costs incurred by Consultant except travel expenses expressly provided for in the Schedule. Consultant will not incur any expenses in Rockwell's behalf that would violate laws or regulations regarding gratuities to government employees.

Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm:

"I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the consultant agreement."

Each invoice for reimbursable expenses shall be supported by (a) an itemized description of expenses claimed, (b) pertinent information relative to the expenses, and (c) attached receipts, such as hotel expenses when such receipts are reasonably available. Invoices shall reference this Agreement or otherwise be identified in such a manner as Rockwell may reasonably require.

#### 4. PATENTS AND DATA RIGHTS

All information and data, regardless of form, generated in the performance of, or delivered under, this Agreement, as well as any information provided to Consultant by Rockwell, shall be and remain the sole property of Rockwell. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Rockwell's prior written approval. In the event that the copyright in any data and information generated in the performance of this Agreement does not vest in Rockwell by law, Consultant hereby agrees to assign and assigns to Rockwell the copyright in all such data and information.

Consultant assigns to Rockwell the entire right, title and interest, worldwide, in any invention or patent thereon conceived or first actually reduced to practice in performing this Agreement. Consultant grants Rockwell a royalty free, non exclusive worldwide irrevocable license to make, use and sell any invention which is not conceived or first actually reduced to practice in performing this Agreement, but which is described or incorporated in anything furnished to Rockwell in connection with this Agreement.

In connection with inventions or patents conceived or first actually reduced to practice in connection with this Agreement, Consultant will furnish Rockwell with information sufficient to file and prosecute patent applications and will execute all documents incident to such filing and prosecution, and in connection with the license granted under this Agreement, Consultant will furnish information sufficient to enable Rockwell to avail itself of such license.

Final payment shall not be due hereunder until after receipt by Rockwell of such complete invention information, or a certification that there is no such information, and receipt of all information and data which is the property of Rockwell.

These obligations shall survive the termination of this Agreement.

#### 5. PUBLICITY

Consultant shall not, without the prior written consent of Rockwell, in any manner advertise or publish the fact that Rockwell has entered into this Agreement with Consultant.

#### 6. ASSIGNMENT AND SUBCONTRACTING

Performance of any part of this Agreement may not be subcontracted nor assigned without, in each case, the prior written consent of Rockwell.

#### 7. TERMINATION

This Agreement may be terminated at any time by either party upon ten (10) days written notice to the other party. In the event of such termination, Rockwell shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement.

130U-2

## 8. RECORDS

Consultant shall keep accurate records of the time spent in the performance of services hereunder. Rockwell shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions related to this Agreement.

## 9. CHANGES

Rockwell, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

## 10. NOTICES

Any notice shall be considered as having been given (i) to Rockwell if mailed by certified mail, postage prepaid to Rockwell International Corporation, Rocketdyne Division, 6633 Canoga Avenue, Canoga Park, CA 91303, or (ii) to Consultant if mailed by certified mail, postage prepaid to \_\_\_\_\_.

## 11. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable state, federal and local laws, and executive orders and regulations in the performance of its services under this Agreement. Consultant will notify Rockwell immediately if Consultant's work for Rockwell becomes the subject of a government audit or investigation. Consultant will promptly notify Rockwell if Consultant is indicted, suspended or debarred. Consultant represents that consultant has not been convicted of fraud or any other felony arising out of a contract with the Department of Defense, as described in more detail in 10 U.S.C. 2408.

Consultant is aware of the requirements of the Byrd Amendment, Section 319 of P.L. 101-121. In carrying out the work required hereunder Consultant agrees not to make any communication to or appearance before any person in the Executive or Legislative branches of the Federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any Federal contract. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Federal contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional or technical discipline.

130U-3

## 12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, Worker's compensation Insurance. Consultant hereby indemnifies and holds Rockwell, its directors, officers, agents and employees, harmless against any and all claims, actions or demands against Rockwell, its directors, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

## 13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of any customer or of any government or governmental agency or of any political party under which any such official, employee, representative or political party shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated sale of any product or service of Rockwell or any of its subsidiaries to any customer, government or governmental agency or as the result of or in connection with any action or contemplated action taken or requested to be taken by any government or governmental agency of any nature relating to Rockwell or any of its subsidiaries.

Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to Rockwell's employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto.

Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Rockwell.

## 14. UNFAIR COMPETITIVE ADVANTAGE

Consultant has received copies of and is familiar with FAR 9.5 and Office of Federal Procurement Policy (OFPP) Letter 89-1, and does not believe that it will provide an unfair competitive advantage, as defined in FAR 9.5 and OFPP Letter 89-1, to Rockwell. During the term of this Agreement, Consultant will refrain from providing an unfair competitive advantage with respect to the services rendered to Rockwell. Should Consultant become aware of any unfair competitive advantage, Consultant will disclose it immediately to the Rockwell Office of the General Counsel at (310) 797-5734. To the extent Rockwell may require, Consultant will execute certificates to evidence compliance with FAR 9.5 and OFPP Letter 89-1.

## 15. DISCLOSURE

Rockwell shall have the right, in its discretion, to disclose the terms and conditions of this Agreement (as it may be amended from time to time), including without limitation amounts paid pursuant hereto, to agencies of the United States Government.

130U-4

16. STANDARDS OF BUSINESS CONDUCT

Consultant has received a copy of and is familiar with Rockwell Corporate Policy A-08 "Standards of Business Conduct" and agrees to adhere to those standards. To the extent Rockwell may require, consultant will execute one or more certificates to evidence such adherence. Consultant will notify Rockwell of any instance in which it believes that the Policy has been violated.

17. CONFLICT OF INTEREST - FORMER GOVERNMENT EMPLOYEES

(Applies only to agreements involving the services of former government employees.)

Consultant is familiar with the conflict of interest laws and regulations of the United States applicable to former employees of the U.S. Government. Consultant agrees not to engage in any activity which presents a conflict of interest in light of Consultant's relationship with Rockwell, and to the extent required by law, will file all necessary reports with the U.S. Government.

18. U.S. EXPORT CONTROL LAWS AND REGULATIONS

Consultant, for itself and any of its employees and agents who may be given access by Consultant to technical information of Rockwell or who may be provided access to Rockwell's premises in carrying out the services to be provided by Consultant under this Agreement, acknowledges its obligations to control access to such technical information and to ensure that such access does not result in a violation of the U.S. Export Control Laws and Regulations.

19. EVIDENCE OF CITIZENSHIP OR IMMIGRANT STATUS

Rockwell may be required to obtain information concerning citizenship or immigrant status of subcontractor personnel entering the premises of Rockwell. Consultant agrees to furnish this information before commencement of work and at any time thereafter before substituting or adding new personnel to work on Rockwell's premises. Information submitted by Consultant shall be certified by an authorized representative of Consultant as being true and correct.

20. DISPUTES

Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Rockwell.

130U-5  
21. ALTERATIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ROCKWELL INTERNATIONAL CORPORATION  
Rocketdyne Division

By \_\_\_\_\_  
By \_\_\_\_\_

Social Security No.\* \_\_\_\_\_  
Title \_\_\_\_\_

\* If payment hereunder will be made to a partnership or other person other than consultant's individual account, insert instead the applicable Employer Identification Number of such other person, required to be used in Federal income tax and employment tax returns.

13OU-6