



**PRATT & WHITNEY ROCKETDYNE, INC.
Architectural and Engineering Services Contract
(Blanket Contract)**

Contract No. _____

THIS CONTRACT, entered into as of the day of _____, 20____, by and between PRATT & WHITNEY ROCKETDYNE, INC. (hereinafter called "PWR") and _____(hereinafter called "A&E").

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I - SCOPE OF WORK

A&E shall perform such work as PWR may from time to time authorize on its Work Authorization forms, a blank copy of which is attached hereto as Exhibit "All, each of which when issued hereunder and accepted by A&E, shall become a part of this Contract. Such Work Authorization forms will describe the work to be accomplished, and the fixed price to be paid for such work. Except as provided below, PWR makes no commitment as to the quantity of work to be authorized hereunder.

ARTICLE II - LIMITATION OF COST AND PAYMENT

- A. Nothing in this Contract shall obligate A&E to take any action which would cause the amount for which PWR would be obligated hereunder to exceed the sum of \$____, and PWR shall not be obligated to pay A&E on account of any services furnished hereunder any amount in excess of such sum, providing, however, this sum may be increased by PWR solely at its discretion.
- B. On completion of the work covered by each individual Work Authorization hereunder A&E shall be paid upon the submission of properly certified invoices or vouchers the fixed price stipulated for the work covered by each individual Work Authorization.
- C. Invoice shall be submitted to: _____and shall bear the following certification signed by a responsible officer of A&E complete with his name and title:

"I hereby certify that this billing is correct and just, that all provisions of the contract have been complied with, and that payment therefore has not been received."

ARTICLE III - EXPIRATION

Unless earlier terminated by PWR, this Contract shall expire on or immediately after the work covered by any Work Authorization in work as of the above date is completed, whichever last occurs.

ARTICLE IV - REPRESENTATIVES AND TECHNICAL ASSISTANCE

- A. The below listed representatives shall be available at all reasonable times and shall have the authority to act for PWR subject to Article V.B. hereof. PWR shall furnish such information and technical assistance to A&E as shall reasonably be requested hereunder as it deems necessary to A&E in connection with the work hereunder. However, any such information or assistance shall not relieve A&E of its responsibility for the furnishing of a design in accordance with all the provisions of this Contract, constitute an acceptance of A&E's work, nor relieve A&E of any of its obligations under this Contract.
- B. The PWR representative for administration of this Contract and for Purchasing approval of invoices is:
- C. The PWR representative for Engineering design is: _____ and for Engineering approval of invoices is: _____ .

ARTICLE V - CHANGES

- A. PWR may at any time, by written notice to A&E, make changes in, or additions to, the specifications, require additional work or services, or direct the omission of work, or services, covered by each individual Work Authorization under this Contract. If any such change or requirement causes an increase or decrease in the cost of, or the time required for, performance of the work required by each Work Authorization, an equitable adjustment shall be made in the fixed price for that Work Authorization or performance schedule, or both, and the Work Authorization shall be modified in writing accordingly. Any claim by A&E for adjustment under this clause must be asserted within -ten (10) days from the date of receipt by A&E of the written notice, provided, however, that PWR may in its discretion, receive and act upon any such claim asserted at any time prior to final payment under the Work Authorization. Nothing, however, in this clause shall excuse A&E from proceeding with the Work Authorization as changed. A&E shall make no additions, changes, alterations or omissions in A&E's work after it has been accepted by PWR except with the prior written approval of PWR.
- B. No change agreement or change notice to this Contract which changes either the "not to exceed amount" specified in Article II, paragraph A, or the expiration date, specified in Article III, shall be binding on either A&E or PWR unless done in writing signed by an authorized member of PWR purchasing organization.

ARTICLE VI - SPECIFICATIONS

At the time this Contract is entered into PWR shall furnish A&E with specimen copies of its Fixed-Price Construction Contract form it proposes to use when contracting with the builder for construction of the project for the purpose of guiding A&E in writing the specifications. Such specifications shall not duplicate the provisions of such construction contracts and shall otherwise be consistent therewith.

ARTICLE VII - DESIGN RIGHTS

- A. As a part of this Contract, without additional compensation, and notwithstanding

any termination of this Contract, A&E agrees to and does hereby sell, assign, and transfer to PWR, its successors, customers and assigns, the entire right, title and interest in and to any and all inventions, discoveries or improvements which are conceived or first actually reduced to practice in the performance of this Contract and in the performance of any related Work Authorization, hereunder and to all applications for and Letters Patent covering the same as well as any reissues, divisions, and extensions of said applications or Letters Patent. A&E further agrees to furnish PWR with complete information on each such invention, discovery or improvement, and to make, execute and deliver to PWR any and all patents or patent applications, as well as all papers, documents, affidavits, statements or other instruments in such form, terms and contents as required by PWR in, or incident to the prosecution of any and all applications for patent filed by A&E or PWR with respect to such inventions, discoveries, or improvements, or in the adjustment or settlement of any interference or other acts or proceedings in which such applications may become involved and A&E agrees that it will aid PWR in every way in protecting inventions, discoveries or improvements as may be required by PWR except that any expense arising through extending such assistance will be paid by PWR after proper arrangement with A&E.

With respect to any invention, discovery or improvement owned by A&E and which is not conceived or first actually reduced to practice in the performance of this Contract but which is described in the information or incorporated in the articles or processes furnished under this Contract, A&E grants PWR a royalty-free, non-exclusive, irrevocable license to make, have made, use and sell throughout the world.

- B. Subject to the provisions of paragraph A, all data and information (including computer software, computer data bases, computer software documentation, specifications, designs, drawings, reports, blueprints, and the like) emanating from the performance of work under this Contract and data and information which are called for, specified to be delivered or which are, in fact, delivered pursuant to this Contract, or under any related Work Authorization hereunder shall be the property of A&E provided, however, PWR shall have full rights for use reproduction, and access at all reasonable times even though custody of the documents and their maintenance and safekeeping shall be the responsibility of A&E.

ARTICLE VIII - REPORTS

A&E will furnish all reports required hereunder in such form and detail as may be reasonably required by PWR.

ARTICLE IX - ASSIGNMENT AND SUBCONTRACTING

Performance of this Contract and any related Work Authorization may not be subcontracted in whole nor assigned without, in each case, the prior written consent of PWR.

ARTICLE X - RELEASE OF NEWS INFORMATION AND ADVERTISING

A&E shall not, without the prior written consent of the PWR representative for administration of this Contract, (a) make any news release, public announcement, denial

or confirmation of some or any part of the subject matter of this Contract, or any phase of any program hereunder; or (b) in any manner advertise or publish the fact that PWR has entered into a contract with A&E.

ARTICLE XI - REGULATIONS

- A. Movement of personnel, equipment, and tools on and off PWR property and while on the site of the work referred to in the Work Authorization shall be in accordance with PWR plant security and safety regulations. Copies of such regulations will be made available to A&E by PWR, upon A&E's request.
- B. If A&E is assigned a working area, it shall be A&E's responsibility to conform to good housekeeping rules including all PWR and other applicable rules and regulations by keeping the working areas, as well as the designated area assigned to A&E for storage of material and equipment to be used in the performance of his work, in a clean, neat orderly condition.
- C. A&E will be required to observe all PWR and other applicable safety regulations as directed by PWR for the protection of property and personnel.

ARTICLE XII - APPLICABLE LAWS

A&E warrants that work done under this Contract and under any related Work Authorization will be performed in compliance with all applicable laws, rules, regulations, ordinances, deed restrictions and building codes.

ARTICLE XIII - INSURANCE AND INDEMNITY

- A. A&E shall carry Workmen's Compensation and Public Liability insurance, and shall require subcontractors hereunder to carry such insurance.
- B. A&E hereby indemnities and holds PWR, its agents and employees, harmless against any claims, actions or demands against PWR, its agents and employees and against any damages, liabilities or expenses, including counsel fees, for injury to or death of any person and for loss of or damage to any property, arising out of the negligence or willful acts of the A&E, A&E's subcontractors or anyone directly or indirectly employed by them.

ARTICLE XIV - EXCUSABLE DELAYS

Neither party shall be liable in damages for failure to perform under this Contract due to any causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargo, unusually severe weather and (unless the materials, supplies, or services to be furnished under a subcontract are procurable on the open market) delay of a subcontract due to such causes. A&E will notify PWR in writing within ten (10) days after the beginning of any such cause.

ARTICLE XV - DEFAULT

If A&E fails to comply with any of the provisions hereof and if A&E does not cure such

default within a period of ten (10) days after written notice thereof from PWR, or if A&E becomes the subject of a proceeding under state or federal law for relief or debtors, PWR shall have the right, at its option in addition to any other rights it may have at law, equity or under this Contract to terminate this Contract in whole or in part, by written notice to A&E.

ARTICLE XVI - TERMINATION

Without limiting any rights which PWR may have by reason of any default by A&E hereunder, PWR reserves the right to terminate this Contract in whole or in part at its convenience by notice to A&E. In such event, PWR shall compensate A&E, subject to deduction for previous payments, (i) by reimbursing A&E for all actual expenditures and costs approved by PWR as having been reasonable and made or incurred in performing under this Contract, (ii) by reimbursing A&E for all expenditures made and costs incurred with PWR prior written approval in settling or discharging outstanding commitments entered into by A&E in performing under this Contract, and (iii) by paying A&E as profit, insofar as a profit is realized on any individual Work Authorization, an amount equal to the estimated profit on such Work Authorization multiplied by the percentage of completion of the work as of the date of said notice. In no event, however, will compensation to A&E exceed the total contract price less payments previously made, if any, and less the contract price of work not terminated under any Work Authorization in-work. Upon receipt of any notice of termination, A&E shall, unless the notice otherwise directs, (i) immediately discontinue the work and the placing of all orders and subcontracts in connection with this Contract, (ii) immediately cancel all existing contracts and subcontracts made hereunder, and (iii) immediately transfer to PWR all plans, drawings, specifications and other information produced by A&E in connection with the performance of this Contract for use in connection therewith. Notice of termination shall be given by telegraph or other writing.

ARTICLE XVII - PROFESSIONAL LIABILITY

A&E agrees that all services performed hereunder by A&E, its employees and agents shall be performed by persons who are experienced and highly skilled in their professions and in accordance with high standards of workmanship in their fields. A&E further agrees that all work hereunder will be fit and sufficient for the purpose intended. A&E shall be liable for all loss or damage to PWR, its directors, officers, agents, employees, and customers arising from its failure to comply with any provision hereof and any provision of any related Work Authorization, and from any negligent act, error or omission of A&E, its agents and employees. PWR may, at its option, by contract or otherwise, replace or correct any defective materials or conditions resulting from said failures, acts, errors and omissions and recover the cost thereof from A&E. A&E shall within ten (10) days of the date hereof furnish a copy of all policies issued to A&E by any responsible and solvent insurance company covering errors, omissions or negligent acts of A&E.

ARTICLE XVIII - PATENT AND DATA RIGHTS

Notwithstanding any other provision hereof, in the event this Contract is placed under a Government contract, the provisions of the "Patent and Data Provisions" Flysheet attached hereto are made a part hereof.

ARTICLE XIX - NOTICE TO PWR OF LABOR DISPUTES

- A. Whenever A&E has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract or any related Work Authorization, A&E shall immediately give notice thereof, including all relevant information with respect thereto, to PWR.
- B. A&E agrees to insert the substance of this clause, including this paragraph B, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subcontractor shall immediately notify the A&E of all relevant information with respect to such dispute.

ARTICLE XIX - EFFECT OF INVALIDITY

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

ARTICLE XX - ALTERATIONS IN CONTRACT

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

A&E

PWR

By _____

By _____

Title _____

Title _____
