

**PRATT & WHITNEY, ROCKETDYNE, INC. (PWR) A UNITED TECHNOLOGIES COMPANY
GENERAL PROVISIONS 6 (GP6 Rev 4 dated 10/23/2009)
(Public College and University Firm Fixed Priced “FFP” for Goods and Services)**

- 1. FORMATION OF CONTRACT.** This proposed contract is Buyer's offer to purchase the goods and services (Services) from a public college or university (herein referred to as “Seller”) as described in this offer. Acceptance is strictly limited to the terms and conditions included in this offer. Unless specifically agreed to in writing by Buyer's Authorized Procurement Representative, Buyer objects to, and is not bound by, any term or condition that differs from or adds to this offer. Seller's commencement of performance or acceptance of this offer in any manner shall conclusively evidence acceptance of this offer as written.
- 2. SCOPE OF SERVICES.** During the term of this contract, Seller shall furnish the Services in accordance with the statement of work set forth in the contract.
- 3. WORK PERFORMANCE.** Seller agrees that all work performed hereunder shall be performed on a best effort basis by employees, students, faculty, and staff having an appropriate experience and skill level and in compliance with the statement of work.
- 4. TAXES.** Unless this contract specifies otherwise, the price of this contract includes, and Seller is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this contract except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges, or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.
- 5. INVOICE AND PAYMENT.** As compensation for Services to be performed by Seller, Buyer shall pay Seller as set forth in this contract. Buyer shall have no liability for any other expenses or costs incurred by Seller. Payment shall be deemed to have been made on the date the Buyer's check is mailed or payment is otherwise tendered. Seller shall promptly repay to Buyer any amounts paid in excess of amounts due Seller.
- 6. CHANGES.**
 - a. Buyer may, at any time and without notice to third parties, including sureties (if any), unilaterally make changes within the general scope of this Order, including, changes in whole or part to: (i) shipping, waste reduction or packing instructions, (ii) place of delivery, (iii) any drawings, designs, or specifications, (iv) the statement of work, (v) the method or manner of performance, (vi) Buyer-furnished property, facilities, equipment, materials, or Services and/or (vii) quality requirements. Supplier shall perform any changes ordered by Buyer (“Change(s)”). Any Order terms that incorporate flexibility for variations or modifications in the ordinary course of dealing shall not be considered Changes within the meaning of this clause.
 - b. Changes shall only be binding on Buyer if issued in writing by an authorized representative of Buyer's purchasing department. Buyer's engineering and technical personnel are not authorized to order Changes, including Changes to drawings, designs, or specifications
 - c. If any Change under this clause causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery

schedule or both ("Adjustment Claim"), and the Order shall be modified in writing accordingly. Any claim by Supplier for adjustment must be submitted in writing in the form of a complete change proposal, fully supported by factual information, to Buyer's purchasing department not later than fifteen (15) calendar days after the date of receipt by Supplier of the change order, or within such extension of that fifteen-day period as Buyer, in its sole discretion, may grant in writing at Supplier's request; provided, however, that Buyer may in its discretion consider any such claim regardless of when asserted, except that no claim for equitable adjustment hereunder shall be allowed if it is asserted after final payment of this Order.

- d. If the cost of property or material made obsolete or excess as a result of a Change is included in Supplier's Adjustment Claim, Buyer shall have the right to prescribe the disposition of such property or material. Notwithstanding any pending Adjustment Claims, Supplier shall diligently proceed with the performance of this Order, as directed by Buyer. Nothing herein shall be construed as relieving Supplier of its duty to perform, including the failure of the Parties to resolve an Adjustment Claim. Buyer shall pay to Supplier in accordance with the terms of this Order all sums not in dispute pending resolution of an Adjustment Claim. Notwithstanding the generality of the foregoing, Buyer shall retain its rights with respect to setoff and withholding.
- e. If Seller considers that Buyer's conduct constitutes a change, Seller shall notify Buyer's Authorized Procurement Representative immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Pending direction from Buyer's Authorized Procurement Representative, Seller shall take no action to implement any such change.

7. DISPUTE RESOLUTION

- a. Prior to either party initiating litigation, the parties shall follow the following process for the resolution of disputes:
 - 1. Upon the written request of a party to have an informal dispute resolution, each party shall, within five (5) calendar days of the date that such written request is received by the non-requesting party, designate a representative who will be responsible for communicating, producing documents and negotiating for the purpose of resolving such dispute. The representatives shall negotiate in good faith in an effort to resolve the dispute.
 - a. During the course of negotiations, all reasonable requests made by one party to another for information that is not privileged, proprietary, or otherwise confidential and is reasonably related to the dispute, will be promptly honored.
 - b. The specific format for the discussions will be left to the discretion of the designated representatives, but may include the preparation of written and/or oral statements of fact, statements of position and/or offers of settlement. The parties acknowledge that any such statements or offers will be prepared in connection with settlement negotiations, and as such will be privileged and shall not be used in any subsequent proceedings, whether related to the dispute or not, against the party who prepared such statement or offer unless it is subsequently introduced by the preparing party in a subsequent proceeding. No such written and/or oral statements or offers of settlement shall constitute an admission or waiver of rights by either party in

any proceedings. At the request of either party, all such written statements or offers of settlement, and all copies thereof, shall be promptly returned to the party who provided the same.

- c. Should the designated representatives fail to reach agreement within thirty (30) calendar days of receipt of the written request by the non-requesting party (or such longer period as such representatives may agree in writing), then upon the written request of either party, a vice president of each party shall attempt to resolve the issue within thirty (30) calendar days of receipt of the written request by the non-requesting party.
- b. Notwithstanding any other provision of this section/paragraph, either party may resort to court action for injunctive (or other) relief at any time if the dispute resolution processes set forth in this clause would permit or otherwise cause irreparable injury to such party or any third party claiming against such party, due to delay arising out of the dispute resolution process.
- c. Each party shall continue performing its obligations under this agreement while any dispute is being resolved. The dispute resolution procedures set forth herein do not supersede, delay or otherwise affect any rights of termination that are expressly set forth in the agreement.
- d. This section/paragraph shall not be construed to prevent a party from instituting, and each party is authorized to institute, formal proceedings prior to the completion of the parties' obligations under this section/paragraph in order to avoid the expiration of any applicable limitations period, or to preserve a superior position with respect to other creditors.

8. TERMINATION FOR CONVENIENCE. Buyer reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, Seller shall immediately cease all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work and divert applicable commitments covering personal services that extend beyond the effective date of termination. In case of termination for convenience by Buyer of all or any part of this contract, Seller may submit a claim to Buyer within 60 days after the effective date of termination. In no event shall Buyer be obligated to pay Seller any amount in excess of the contract price. The provisions of this article shall not limit or affect the right of Buyer to cancel this contract for default.

9. CANCELLATION FOR DEFAULT. Buyer may, by written notice to Seller, cancel all or part of this contract if (i) Seller fails to deliver the Services within the time specified by this contract or any written extension or (ii) Seller fails to perform any other provision of this contract or fails to make progress, so as to endanger performance of this contract, and, in either of these two circumstances, does not cure the failure within 10 days after receipt of notice from Buyer specifying the failure. Seller shall continue work not canceled.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING. Neither party shall assign any of its rights or interest in this contract or subcontract all or substantially all of its performance of this contract without the other party's prior written consent, provided that PWR may assign its rights or interests in this contract to wholly owned subsidiaries, affiliates, or a parent company without Seller's prior written consent. Seller may assign its right to monies due or

to become due. No assignment, delegation, or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this contract or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment.

- 11. BUYER'S PROPERTY.** Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this contract. Seller assumes all risk of loss, destruction, or damage of such property while in Seller's possession, custody, or control. Seller shall not use such property other than in performance of this contract without Buyer's prior written consent. Seller shall notify Buyer's Authorized Procurement Representative if Buyer's property is lost, damaged, or destroyed. As directed by Buyer, upon completion, termination, or cancellation of this contract, Seller shall deliver such property, to the extent not incorporated in delivered materials, to Buyer in good condition subject to ordinary wear and tear.
- 12. PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY.** Unless otherwise prohibited by the Seller's state constitution or laws and Seller notifies Buyer of such, Seller shall indemnify, defend, and hold harmless Buyer and its customer from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages, and/or including attorneys' fees and/or costs), liabilities, damages, costs, and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, industrial design, or semiconductor mask work or based on misappropriation or wrongful use of information or documents) and arising out of the manufacture, sale, or use of Services or goods resulting from Services by either Buyer or its customer. Buyer and/or its customer shall duly notify Seller of any such claim, suit or action; and Seller shall, at its own expense, fully defend such claim, suit, or action on behalf of indemnities. Seller shall have no obligation under this article with regard to any infringement arising from (a) Seller's compliance with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications or (b) use or sale of Services or goods resulting from Services in combination with other items when such infringement would not have occurred from the use or sale of those Services or goods resulting from Services solely for the purpose for which they were designed or sold by Seller. For purposes of this article only, the term Buyer shall include PWR and all PWR subsidiaries and all officers, agents, and employees of PWR or any PWR subsidiary.
- 13. CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION AND MATERIALS.** Buyer and Seller shall each keep confidential and protect from unauthorized use and disclosure all (a) confidential, proprietary, and/or trade secret information; (b) tangible items and software containing, conveying, or embodying such information; and (c) tooling identified as being subject to this article and obtained, directly or indirectly, from the other in connection with this contract or other agreement referencing this contract (collectively referred to as "Proprietary Information and Materials"). Buyer and Seller shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of this contract and/or any other agreement referencing this contract. However, despite any other obligations or restrictions imposed by this article, Buyer shall have the right to use, disclose, and reproduce Seller's Proprietary Information and Materials, and make derivative works thereof, for the purposes of testing, certification, use, sale, or support of any Services delivered under this contract or any other agreement referencing this contract or any

goods resulting from Services. Any such use, disclosure, reproduction, or derivative work by Buyer shall, whenever appropriate, include a restrictive legend suitable for the particular circumstances. The restrictions on disclosure or use of Proprietary Information and Materials by Seller shall apply to all materials derived by Seller or others from Buyer's Proprietary Information and Materials. Upon Buyer's request at any time, and in any event upon the completion, termination, or cancellation of this contract, Seller shall return to Buyer all of Buyer's Proprietary Information and Materials and all materials derived there from, unless specifically directed otherwise in writing by Buyer. Seller shall not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying, or made in accordance with or by reference to any Proprietary Information and Materials of Buyer. Prior to disposing of such parts or other materials as scrap, Seller shall render them unusable. Buyer shall have the right to audit Seller's compliance with this article. Seller may disclose Proprietary Information and Materials of Buyer to its subcontractors as required for the performance of this contract, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Seller under this article relating to Proprietary Information and Materials. Seller shall be liable to Buyer for any breach of such obligation by such subcontractor. The provisions of this article are effective in lieu of any restrictive legends or notices applied to Proprietary Information and Materials. The provisions of this article shall survive the performance, completion, termination, or cancellation of this contract.

14. OWNERSHIP OF INTELLECTUAL PROPERTY.

- a. Background (Preexisting) Inventions and Patents. Seller grants to Buyer, and to Buyer's subcontractors, suppliers, and customers in connection with goods or work being performed by Buyer, an irrevocable, nonexclusive, paid-up, worldwide license under any inventions, patents, industrial designs, and mask works (whether domestic or foreign) owned or controlled by Seller at any time before or during the term of this contract, but only to the extent that such would otherwise interfere with Buyer's or Buyer's subcontractors', suppliers', or customers' use or enjoyment of goods or the work product or foreground inventions belonging to Buyer under this contract.
- b. Foreground Inventions and Patents. All inventions conceived, developed, or first reduced to practice by, for, or with Seller in the course of any work that is performed under this contract and any patents resulting from such inventions (both domestic and foreign) shall be the property of Buyer. Seller will (i) promptly disclose all such inventions to Buyer in written detail and (ii) execute all papers, cooperate with Buyer, and perform all acts necessary and appropriate in connection with the filing, prosecution, maintenance, or assignment of related patents or patent applications on behalf of Buyer.
- c. Preexisting Works of Authorship and Copyright. Unless superseded by an attached Seller Software License Agreement agreed to in writing by both Buyer and Seller, Seller grants to Buyer, and to Buyer's subcontractors, suppliers, and customers in connection with goods or work being performed by Buyer, a perpetual, irrevocable, nonexclusive, paid-up, worldwide license in Seller's copyrights to reproduce, distribute copies of, perform publicly, display publicly, and make derivative works from software included in or provided with or for goods (software) and related information and materials (software documentation) and that is owned or controlled by Seller at any time before or during the term of this contract, but only to the extent that such copyrights would otherwise interfere with Buyer's or Buyer's subcontractors', suppliers', or customers' use or enjoyment of goods or the work products, inventions, or works of authorship belonging to Buyer and resulting from this contract.

d. Foreground Works of Authorship and Copyrights. All works of authorship (including, but not limited to, documents, data, drawings, software, software documentation, photographs, video tapes, sound recordings, and images) created by, for, or with Seller in the course of any work performed under this contract, together with all copyrights subsisting therein, shall be the sole proprietary property of Buyer. To the extent permitted under United States copyright law, all such works will be works made for hire, with the copyrights therein vesting in Buyer. The copyrights in all other such works, including all of the exclusive rights therein, will be promptly transferred and formally assigned free of any additional charges to Buyer.

- 15. PUBLICITY.** Except as required by law, neither party shall without the other's prior written approval, make reference to the other in a press release or any other written statement intended for publicity, advertisement, denial, or confirmation in connection with work performed under this contract. Seller shall include this Article in any subcontracts issued under this contract. Seller, upon written approval of Buyer, shall have the right to acknowledge Buyer's support of the work under this contract in scientific or academic publications and other scientific or academic communications. Buyer approval shall not be unreasonably withheld.
- 16. RIGHTS AND REMEDIES.** Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this contract, or in exercising any rights or remedies under this contract, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. Except as otherwise limited in this contract, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of this contract is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.
- 17. COMPLIANCE WITH LAWS.** Seller shall comply with all applicable statutes and government rules, regulations, and orders, including those pertaining to United States Export Controls.
- 18. INSPECTION.**
- a. At no additional cost to Buyer, Services shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Buyer shall perform inspections, surveillance and tests so as not to unduly delay the work.
 - b. Seller shall maintain an inspection system acceptable to Buyer for the Services purchased under this contract.
 - c. If Buyer performs an inspection or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.
- 19. SCHEDULE.** Seller shall use best efforts to adhere to the delivery or completion schedules as specified in this contract. If, at any time, Seller believes it may be unable to comply with the delivery or completion schedules, Seller shall immediately notify Buyer in writing of the probable length of any anticipated delay and the reasons for it and shall provide Buyer with a written recovery schedule.

- 20. RECORDS AND AUDIT.** Seller shall retain all records and documents pertaining to the Services for a period of no less than three years after final payment. Such records and documents shall date back to the time this contract was issued and shall include, without limitation, catalogs, price lists, invoices and inventory records for purposes of verification of prices or rates charged by Seller for Services procured by Buyer. Buyer shall have the right to examine, reproduce and audit all such records related to pricing and performance to evaluate the accuracy, completeness and currency of cost and pricing data submitted with Seller's bid or offer to sell and related to "Changes," "Termination for Convenience" or "Cancellation for Default" articles of this contract.
- 21. CODE OF CONDUCT.** Buyer is committed to conducting its business fairly, impartially, and in an ethical and proper manner. Buyer's expectation is that Seller also will conduct its business fairly, impartially, and in an ethical and proper manner. Buyer's further expectation is that Seller will have (or will develop) and adhere to a code of ethical standards. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under this contract, Seller shall report such behavior to United Technologies Company Ethics hotline. Copies of The United Technologies Corporation Code of Ethics and contacts for such reports are available at the UTC Website address: http://www.utc.com/responsibility/economic/ethics/english/coe_english.pdf under "Governance." Although Buyer will not use the failure to report improper or unethical behavior as a basis for claiming breach of contract by Seller, Seller is encouraged to exert reasonable effort to report such behavior when warranted.
- 22. ENTIRE AGREEMENT.** This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Buyer and Seller related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Buyer's Authorized Procurement Representative and an authorized representative of Seller.