NGSS EXPORT RELATED REQUIREMENTS FOR INTERNATIONAL TRAFFIC IN ARMS REGULATIONS

A. Export Compliance. Subcontractor is advised that its performance of this Subcontract 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 - 2796 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations) or 50 United States Code 2401 - 2420 (Export Administration Act) 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"). Subcontractor 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) that it has disclosed to Buyer's Representative in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and US immigration status. Subcontractor shall comply with any and all Export Laws and Regulations, and any license(s) issued thereunder.

B. Foreign Personnel. Subcontractor shall not give any Foreign Person access to Technical Data or software as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Buyer. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as Buyer may reasonably request. No consent granted by Northrop Grumman Ship Systems in response to Subcontractor's request under this paragraph (b) shall relieve Subcontractor of its obligations to comply with the provisions of paragraph a or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph a, nor constitute consent for Subcontractor to violate any provision of the Export Laws and Regulations.

C. Indemnification. Subcontractor shall indemnify and save harmless Northrop Grumman Ship Systems 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 Subcontractor's failure to comply with the provisions of this clause and breach of the warranty set forth in paragraph a. Any failure of Subcontractor to comply with the requirements or any breach of the warranty contained in this clause shall be a material breach of this Subcontract.

D. Subcontracts. The substance of this clause shall be incorporated into any subcontract entered into by the Subcontractor for the performance of any part of the work under this Subcontract.

For more information about International Traffic in Arms Regulations please go to the U.S. Department of State website: www.pmdtc.org/reference.htm