



National Safe Skies Alliance

Program for Applied Research in Airport Security

Contractor Liability Statement

PARAS

The signature of an authorized representative of the responding proposer is required on the following unaltered statement in order for National Safe Skies Alliance, Inc. (Safe Skies) to accept the proposer's response for consideration. **Responses submitted without this executed and unaltered statement by the response deadline will be summarily rejected.** An executed, unaltered statement indicates the proposer's intent and ability to execute a contract that includes the provisions below.

Proposer: _____

Name: _____

Title: _____

Signature: _____

Date: _____

CONTRACTOR LIABILITY

- (a) The parties agree that the contractor and its employees and agents ("Contractor") will be primarily responsible for performing the work required under the contract, and shall therefore be legally responsible for, and shall indemnify and hold Safe Skies harmless for all claims asserted against Safe Skies, its committee members, officers, employees, and agents, by any third parties, whether or not represented by a final judgment, if such claims arise out of or result from Contractor's negligent or wrongful acts in performing such work, including all claims for bodily injury (including death), personal injury, property damage, and other losses, liabilities, costs, and expenses (including but not limited to attorney's fees).
- (b) With respect to entities of State government that are subject to State law restrictions on their ability to indemnify and hold harmless third parties ("Restricted State Entities"), the

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obligation to indemnify and hold harmless Safe Skies in Paragraph (a) shall apply to the full extent permitted by applicable State law. In addition, each Restricted State Entity executing this contract represents and warrants that no part of any research product or other material delivered by such Restricted State Entity to Safe Skies (“Work Product”) shall include anything of an obscene, libelous, defamatory, disparaging, or injurious nature; that neither the Work Product nor the title to the Work Product will infringe upon any copyright, patent, property right, personal right, or other right; and that all statements in the Contractor’s proposal to Safe Skies and in the Work Product are true to the Contractor’s actual knowledge and belief, or based upon reasonable research for accuracy.

- (c) The term “wrongful act” as used herein shall include any tortious act or omission, willful misconduct, failure to comply with Federal, state, or local governmental requirements, copyright or patent infringement, libel, slander or other defamatory or disparaging statement in any written deliverable required under the contract, or any false or negligent statement or omission made by Contractor in its proposal to Safe Skies.
- (d) The obligations in paragraph (a) of this clause to indemnify and hold harmless Safe Skies shall not extend to claims, damages, losses, liabilities, costs, and expenses to the extent they arise out of the negligent or wrongful acts or omissions of Safe Skies, its committee members, officers, employees, and agents.
- (e) Both Safe Skies and Contractor shall give prompt notice to each other upon learning of the assertion of any claim, or the commencement of any action or proceeding, in respect of which a claim under this Statement may be sought, specifying, if known, the facts pertaining thereto and an estimate of the amount of the liability arising therefrom, but no failure to give such notice shall relieve Safe Skies or Contractor of any liability hereunder except to the extent actual prejudice is suffered thereby.
- (f) Safe Skies and Contractor agree to cooperate with each other in the defense of any claim, action, or legal proceeding arising out of or resulting from Contractor’s performance of the work required under this contract, but each party shall control its own defense. Safe Skies shall also have the option in its sole discretion to permit Contractor or its insurance carrier to assume the defense of any such claims against Safe Skies.
- (g) The obligations under this clause survive the termination, expiration, or completion of performance under this contract.