Exhibit 9
Ref: DEAR 927.409;
FAR 52.227-14, 52.227-14
Alt.V, 52.227-16

TECHNICAL DATA (June 2011)

1. RIGHTS IN DATA – GENERAL

   (a) <u>Definitions</u>.

   (1) "Computer data bases," as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

   (2) "Computer software," as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

   (3) "Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to the administration of this subcontract, such as financial, administrative, cost and pricing, or management information.

   (4) "Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

   (5) "Limited rights data," as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(3) of this clause if incorporated into this subcontract.

   (6) "Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose Restricted Computer Software are as set forth in the Restricted Rights Notice of subparagraph (g)(4) of this clause if incorporated into this subcontract.

   (7) "Technical data," as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

   (8) "Unlimited rights," as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

   (b) <u>Allocation of rights</u>.

   (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

     (i)   Data first produced in the performance of this subcontract;

     (ii) Form, fit, and function data delivered under this subcontract;

     (iii) Data delivered under this subcontract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this subcontract; and

     (iv) All other data delivered under this subcontract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

   (2) The Seller shall have the right to—

     (i)   Assert copyright in data first produced in the performance of this subcontract to the extent provided in paragraph (c)(1) of this clause;

     (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Seller in the performance of this subcontract, unless provided otherwise in paragraph (d) of this clause;

     (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

     (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

   (c) <u>Copyright</u>.

   (1) <u>Data first produced in the performance of this subcontract</u>.

(i) Unless provided otherwise in paragraph (d) of this clause, the Seller may, without prior approval of the Government, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this subcontract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Government is required to assert copyright in all other data first produced in the performance of this subcontract.

(ii) When authorized to assert copyright to the data, the Seller shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgement of Government sponsorship (including the number of the Company's prime Government contract and the number of this subcontract).

(iii) For data other than computer software, the Seller grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Seller grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this subcontract. The Seller shall not, without prior written permission of the Company, incorporate in data delivered under this subcontract any data not first produced in the performance of this subcontract unless the Seller—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause if incorporated into this subcontract, or as otherwise provided in a collateral agreement incorporated in or made part of this subcontract.

(3) Removal of copyright notices. The Company and the Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, Publication, and Use of Data. (1) The Seller shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Seller in the performance of this subcontract, except—

(i) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(ii) As expressly set forth in this subcontract; or

(iii) If the Seller receives or is given access to data necessary for the performance of this subcontract that contain restrictive markings, the Seller shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Company.

(2) The Seller agrees not to assert copyright in computer software first produced in the performance of this subcontract without prior written permission of the Government. When such permission is granted, the Government shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Seller, when requested, shall promptly deliver to the Company or to the Government a duly executed and approved instrument fully confirmatory of all rights to which the Company and the Government are entitled.

(e) Unauthorized Marking of Data.

(1) Notwithstanding any other provisions of this subcontract concerning inspection or acceptance, if any data delivered under this subcontract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause if incorporated into this subcontract and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this subcontract, the Company may at any time either return the data to the Seller, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Company will make written inquiry to the Seller affording the Seller 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Seller fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Company for good cause shown), the Company shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Seller provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Company will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Company determines that the markings are authorized, the Seller will be so notified in writing. If the Company determines that the markings are not authorized, the Company will furnish the Seller a written determination, which determination will become final regarding the appropriateness of the markings unless the Seller files suit in a court of competent jurisdiction within 90 days of receipt of the Company's decision. The Company will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Company's determination becoming final (in which instance the Company will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request

thereunder.

     (3) Except to the extent the Company's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Seller is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Resolution of Disputes clause of this subcontract, that may arise as the result of the Company removing or ignoring authorized marking on data delivered under this subcontract.

    (f) <u>Omitted or Incorrect Markings</u>.

     (1) Data delivered to the Company without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Company and the Government are not liable for the disclosure, use, or reproduction of such data.

     (2) If the unmarked data has not been disclosed without restriction outside the Government, the Seller may request, within 6 months (or a longer time approved by the Company in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Seller's expense. The Company may agree to do so if the Seller—

      (i) Identifies the data to which the omitted notice is to be applied;

      (ii) Demonstrates that the omission of the notice was inadvertent;

      (iii) Establishes that the proposed notice is authorized; and

      (iv) Acknowledges that the Company and the Government have no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

     (3) If data has been marked with an incorrect notice, the Company may—

      (i) Permit correction of the notice at the Seller's expense if the Seller identifies the data and demonstrates that the correct notice is authorized; or

      (ii) Correct any incorrect notices.

    (g) <u>Protection of Limited Rights Data and Restricted Computer Software</u>.

     (1) The Seller may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Seller shall (i) identify the data being withheld; and (ii) furnish form, fit, and function data instead.

     (2) Limited rights data that are formatted as a computer data base for delivery to the Company shall be treated as limited rights data and not restricted computer software.

     (3) [Reserved.]

     (4) [Reserved.]

    (h) <u>Subcontracting</u>. The Seller shall obtain from its subcontractors all data and rights therein necessary to fulfill the Seller's obligations to the Company and the Government under this subcontract. If a subcontractor refuses to accept terms affording the Company and the Government those rights, the Seller shall promptly notify the Company of the refusal and shall not proceed with the subcontract award without authorization in writing from the Company.

    (i) <u>Relationship to Patents or Other Rights</u>. Nothing contained in this clause shall imply a license to the Company or the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Company or the Government.

    (j) The Seller agrees, except as may be otherwise specified in this subcontract for specific data deliverables listed as not subject to this paragraph, that the Company may, up to three years after acceptance of all deliverables under this subcontract, inspect at the Seller's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Seller's assertion of limited rights or restricted rights status of the data or for evaluating work performance. When the Seller whose data are to be inspected demonstrates to the Company that there would be a possible conflict of interest if a particular representative made the inspection, the Company shall designate an alternate inspector.

2. ADDITIONAL DATA REQUIREMENTS. *(Note: This clause does not apply to this subcontract if the subcontract is for the conduct of basic or applied research, as set out elsewhere in this subcontract, to be performed solely by a college or university, and the estimated cost is not in excess of $500,000.)*

    (a) In addition to the data (as defined in the Rights in Data - General clause included in this subcontract) specified elsewhere in this subcontract to be delivered, the Company may, at any time during subcontract performance or within a period of 3 years after acceptance of all items to be delivered under this subcontract, order any data first produced or specifically used in the performance of this subcontract.

    (b) The Rights in Data - General clause included in this subcontract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Seller to deliver any data the withholding of which is authorized by the Rights in Data - General clause of this subcontract, or data which are specifically identified in this subcontract as not subject to this clause.

    (c) When data are to be delivered under this clause, the Seller will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

    (d) The Company may release the Seller from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

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