

Article 9. LIABILITY

9.1 Extent of Government Liability

The Government shall be solely liable for the negligent or wrongful acts of its officers and employees to the extent provided for in the Federal Tort Claims Act (28 USC 2671 et. Seq.) and in other applicable laws and regulations of the United States that specifically waive sovereign immunity. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the United States.

9.2 Extent of **[Non-Navy Collaborator]** Liability

[Non-Navy Collaborator] is solely responsible for its actions and the actions of those acting for **[Non-Navy Collaborator]** in the performance of this Agreement and for any damages that may arise from any suit, action, or claim, and for any costs from or incidental to any suit, action, or claim, including but not limited to settlement and defense costs. Further, **[Non-Navy Collaborator]** agrees that in any suit, action or claim brought by anyone not a party to this Agreement based on actions of **[Non-Navy Collaborator]**, **[Non-Navy Collaborator]** shall not pursue any actions to enter the Government as a party in such suit, action or claim unless the Government has some liability under the Federal Tort Claims Act.

9.3 *Force Majeure*

No Collaborator shall be liable for the consequences of any *force majeure* that (1) is beyond its reasonable control; (2) is not caused by the fault or negligence of such Collaborator; (3) causes such Collaborator to be unable to perform its obligations under this Agreement; and (4) cannot be overcome by the exercise of due diligence. In the event of the occurrence of a *force majeure*, the Collaborator unable to perform shall promptly notify the other Collaborator. The Collaborators shall suspend performance only for such period of time as is necessary to overcome the result(s) of the *force majeure* and shall use their best efforts to resume performance as quickly as possible.

