

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT
AGREEMENT REGARDING RECORDS THAT ARE DESIGNATED PROTECTED UNDER THE GOVERNMENT
RECORDS ACCESS AND MANAGEMENT ACT (GRAMA)

This Government Records Agreement (The Agreement) is entered into between Northrop Grumman Systems Corporation, a Delaware corporation (Company) and the Utah Governor's Office of Economic Development (GOED), a governmental entity of the State of Utah. Company and GOED agree as follows:

1. The parties agree and understand that GOED is bound by GRAMA, and that GRAMA governs all Records (defined below) that are prepared, owned, received or retained by GOED.
2. Under GRAMA, Records are public unless they are specifically designated or classified as "private, protected or controlled" records under GRAMA.
3. The parties acknowledge that the following Records are "protected" under GRAMA:
 - a. Records that would reveal negotiations regarding assistance or incentives offered by or requested from a governmental entity for the purpose of encouraging a person to expand or locate a business in Utah, but only if disclosure would result in actual economic harm to the person or place the governmental entity at a competitive disadvantage, not to include any final contract between GOED and the Company.
 - b. The Company shall inform GOED in writing when it submits documentation if it believes that the documentation provided would result in actual economic harm to the Company.
4. The parties understand that, under GRAMA, protected records may only be disclosed as follows:
 - a. To the Company who submitted the record, including any designated representatives of the Company;
 - b. To any other individual who: has a power of attorney from all persons and/or governmental entities (including political subdivisions) whose interests were sought to be protected by the protected classification; or who submits a notarized release from all persons, governmental entities, or political subdivisions whose interests were sought to be protected by the protected classification or from their legal representatives dated no more than 90 days prior to the date the request is made;
 - c. To any person to whom the record must be provided pursuant to:
 - i. a court order; or
 - ii. a legislative subpoena; or
 - d. Pursuant to Record Sharing provisions of Utah Code Section 63G-2-206.

e. Should GOED share records under the record sharing provisions, GOED shall clearly designate that all of the records defined in 3(a) are classified as protected records and are not subject to public disclosure except as provided in GRAMA.

5. GOED agrees to maintain information designated as protected under paragraph 3(a) with the same degree of care as it uses to protect its own proprietary information, in accordance with GRAMA and applicable law, and to provide reasonable written notification to the Company of any requests to have the records reclassified as public, or if GOED seeks to reclassify the records as public in accordance with Subsection 7 hereof.

WRITTEN CLAIMS OF BUSINESS CONFIDENTIALITY:

6. If the Company or its representatives, agents, attorneys, consultants or affiliates (the "Representative") provides GOED a record that the Company believes should be protected under Subsection 63G-2-305(1) and/or (2) (defined below) the Company or its Representative shall provide with the record:

(A) a written claim of business confidentiality; and

(B) a concise statement of reasons supporting the claim of business confidentiality.

7. If the Company complies with the notice provisions in Subsection 6, the Company shall be notified if GOED receives a request to classify the record as public and release it, or if GOED determines that the document should be classified as public and released.

a. GOED shall not release the document under this paragraph (7) unless:

i. There is a court order requiring release;

ii. The Company has received notice and the period in which to bring an appeal expires or the end of the appeals process, including judicial appeal has terminated; or

iii. The Company consents, after notice, to disclosure.

b. Requests for record sharing are not requests to make the records public, and shall be treated as set forth in 4(d) above.

OTHER PROVISIONS: Both parties agree as follows:

8. Nothing in this Agreement is intended to waive GOED's rights and immunities under the Utah Governmental Immunity Act.

9. Nothing in this Agreement is intended to limit or prohibit GOED's classification of records or portions of records as private or controlled in addition to the protections set forth in this document and as set forth in GRAMA.

10. Each party acknowledges and agrees that, (a) as between the parties, the Record shall remain the sole and exclusive property of the Company and (b) unless explicitly set forth in writing, the provision of information to GOED under this Agreement is not intended to transfer any license or grant any right to materially patented or copyrighted by Company.

a. If GOED receives any samples, software, hardware or prototypes, GOED agrees not to copy the Company's intellectual property by reverse engineering reverse assembly or decompiling.

11. This Agreement shall be governed by the laws of the State of Utah, and both parties agree to submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement.

12. The parties agree that the obligations hereunder are necessary and reasonable to protect the parties and expressly agree that monetary damages may be inadequate to compensate the parties for a breach of any covenant or agreement set forth herein. The parties acknowledge that any such violation or threatened violation may cause irreparable injury to the parties and that in addition to all other remedies available at law or in equity, the parties may seek injunctive relief against any threatened breach or continuing breach exercised in accordance with GRAMA and applicable law.

13. The obligations of the parties set forth herein shall terminate on the expiration of the maximum period permitted under the laws of the State of Utah, including GRAMA or other applicable laws.

14. This Agreement may only be amended in writing, with the signature of both parties.

Upon execution of this agreement, Company and GOED will be bound with respect to the subject matter.

Governor's Office of Economic Development:



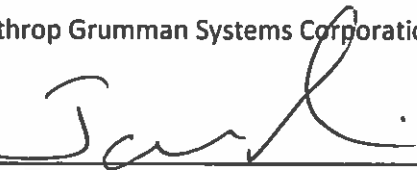
Name: Thomas J. Wadsworth

Title: Director of Corporate Growth and Business Development

Date 8-18-18

Company:

Northrop Grumman Systems Corporation, a Delaware corporation

By: 

Name: Talha A. Zobair

Title: Vice President, Tax

Date 8-17-2018

RELEVANT PROVISIONS OF GRAMA, EXCERPTED

Utah Code Section 63G-2-305 PROTECTED RECORDS:

The following records are protected if properly classified by a governmental entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309;
- (2) commercial information or non-individual financial information obtained from a person if:
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;
 - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and
 - (c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;
- (3) commercial or financial information acquired or prepared by a governmental entity to the extent that disclosure would lead to financial speculations in currencies, securities, or commodities that will interfere with a planned transaction by the governmental entity or cause substantial financial injury to the governmental entity or state economy;
- (7) information submitted to or by a governmental entity in response to a request for information, except, subject to Subsections (1) and (2), that this Subsection (7) does not restrict the right of a person to have access to the information, after:
 - (a) a contract directly relating to the subject of the request for information has been awarded and signed by all parties; or
 - (b)
 - (i) a final determination is made not to enter into a contract that relates to the subject of the request for information; and
 - (ii) at least two years have passed after the day on which the request for information is issued;
- (16) records of a governmental audit agency relating to an ongoing or planned audit until the final audit is released;
- (35) records that would reveal negotiations regarding assistance or incentives offered by or requested from a governmental entity for the purpose of encouraging a person to expand or locate a business in Utah, but only if disclosure would result in actual economic harm to the person or place the governmental entity at a competitive disadvantage, but this section may not be used to restrict access to a record evidencing a final contract;

(36) materials to which access must be limited for purposes of securing or maintaining the governmental entity's proprietary protection of intellectual property rights including patents, copyrights, and trade secrets;

63G-2-309 Confidentiality claims (excerpted)

(1)(a)(i) Any person who provides to a governmental entity a record that the person believes should be protected under Subsection 63G-2-305(1) or (2) or both Subsections 63G-2-305(1) and (2) shall provide with the record:

(A) a written claim of business confidentiality; and

(B) a concise statement of reasons supporting the claim of business confidentiality....

(b) A person or governmental entity who complies with this Subsection (1) shall be notified by the governmental entity to whom the request for a record is made if:

(i) a record claimed to be protected under one of the following is classified public:

(A) Subsection 63G-2-305(1);

(B) Subsection 63G-2-305(2);

(C) Subsection 63G-2-305(40)(a)(ii);

(D) Subsection 63G-2-305(40)(a)(vi); or

(E) a combination of the provisions described in Subsections (1)(b)(i)(A) through (D); or

(ii) the governmental entity to whom the request for a record is made determines that the record claimed to be protected under a provision listed in Subsection (1)(b)(i) should be released after balancing interests under Subsection 63G-2-201(5)(b) or 63G-2-401(6).

(2) Except as provided by court order, the governmental entity to whom the request for a record is made may not disclose a record claimed to be protected under a provision listed in Subsection (1)(b)(i) but which the governmental entity or records committee determines should be disclosed until the period in which to bring an appeal expires or the end of the appeals process, including judicial appeal.

This Subsection (2) does not apply where the claimant, after notice, has waived the claim by not appealing or intervening before the records committee.

(3) Disclosure or acquisition of information under this chapter does not constitute misappropriation under Subsection 13-24-2(2).

GRAMA DEFINITION OF A RECORD

(22)(a) "Record" means a book, letter, document, paper, map, plan, photograph, film, card, tape, recording, electronic data, or other documentary material regardless of physical form or characteristics:

(i) that is prepared, owned, received, or retained by a governmental entity or political subdivision; and

(ii) where all of the information in the original is reproducible by photocopy or other mechanical or electronic means.

(b) "Record" does not mean:

(i) a personal note or personal communication prepared or received by an employee or officer of a governmental entity:

(A) in a capacity other than the employee's or officer's governmental capacity;
or

(B) that is unrelated to the conduct of the public's business;

(ii) a temporary draft or similar material prepared for the originator's personal use or prepared by the originator for the personal use of an individual for whom the originator is working;

(iii) material that is legally owned by an individual in the individual's private capacity;

(iv) material to which access is limited by the laws of copyright or patent unless the copyright or patent is owned by a governmental entity or political subdivision;

(v) proprietary software;

(ix) a daily calendar or other personal note prepared by the originator for the originator's personal use or for the personal use of an individual for whom the originator is working;

(x) a computer program that is developed or purchased by or for any governmental entity for its own use.

GRAMA
REQUEST FOR PROTECTED RECORD STATUS
(Business Confidentiality Claim)

Name and Address of business and representative making this confidentiality claim (please print or type):

NORTHROP GRUMMAN SYSTEMS CORPORATION, 2980 Fairview Park Drive, Falls Church, Virginia 22042, Attn: Lori Nieto (Corp. Director State Tax Planning), with a copy to: NORTHROP GRUMMAN SYSTEMS CORPORATION, 2980 Fairview Park Drive, Falls Church, Virginia 22042, Attn: Tala Gardner, Esq. (Law Dept)

I request that the attached /enclosed information (record) provided to the Governor's Office of Economic Development (GOED), or any of its agencies (divisions or programs), be considered confidential and given protected status.

Description (optional) of the information (record) which is to be covered by this confidentiality claim and which you believe qualifies for protected status.

The Following reasons support this claim of business confidentiality; Please check (.) all of the following which apply:

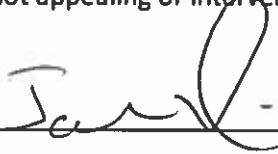
- (X) 1. The Record provided is a trade secret (as defined in U.C.A. 13-24-2).
- (X) 2. The record is commercial or non-individual financial information and disclosure of the information could reasonably be expected to result in unfair competitive injury to the provider of the information.
- (X) 3. The record is commercial or non-individual information and disclosure of the information could reasonably be expected to impair the ability of GOED, or its agencies, to obtain necessary information in the future.
- (X) 4. The record is commercial or non-individual financial information and the interest of the provider in prohibiting access to the information is greater than the interest of the public in obtaining access.
- (X) 5. The information provided may contain the following (see U.C.A. 63G-2-305 for complete information on records which may be classified as protected):

a. The record would reveal negotiations regarding assistance or incentives offered by or requested from GOED for the purpose of encouraging a person to expand or locate a business in Utah, but only if disclosure would result in actual economic harm to the person or place GOED at a competitive disadvantage. (U.C.A. 63G-2-305(35)). NOTICE: Records evidencing a final contract may not be classified protected under this section.

Statement (a concise written statement supporting a business confidentiality claim is required, U.C.A. 63G-2-309(1)(a)), attach additional sheets if necessary.

The attached information is related to a request for assistance or incentives related to a project that the Company is pursuing. The Company is a national defense contractor, and the project involves the pursuit of one or more government contracts. It would harm the Company if its competitors or other bidders for any of the government contracts were to acquire knowledge of the information provided to GOED or the incentives negotiated as they may affect the bidding process and the ultimate bid provided by the Company. The Company would not be in discussions with GOED if there were the possibility that the information provided in order to discuss assistance or incentives could be revealed to the public or its competitors.

NOTE: Claimant shall be notified if a record claimed to be protected is classified public or if the determination is made that the record should be disclosed because the interest favoring access outweigh the interest favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring an appeal expires or the end of the appeals process, including judicial appeal (unless the claimant, after notice has waived the claim by not appealing or intervening before the record committee). (U.C.A. 63G-2-309)

By  - VP of Tax Date 8-17-2018
Name and Title