

EXHIBIT 6
PUBLIC ENTITY

INDEMNIFICATIONS

1. Secretary's Indemnification of the PAE. Secretary shall indemnify only the Public Agency PAE (not any Teaming Partner or Subcontractor) for judgments, losses, claims, damages, liabilities or related expenses, including costs, interest and penalties, for which the Public Agency PAE becomes responsible, as determined by a court of competent jurisdiction after exhaustion of all appeals, or pertaining to penalty costs or litigation settlement costs approved by the Secretary, which result from actions taken pursuant to and within the scope of the Agreement. If the PAE is required, by a court of competent jurisdiction, to make any payment prior to exhaustion of all appeals, Secretary shall provide indemnification within a reasonable time after written notification that such payment has been made. Secretary shall not be liable for, and shall not reimburse the Public Agency PAE for, losses, claims, damages, liabilities or related expenses resulting from PAE's actions involving willful misconduct or negligence or not permitted by the terms of the Agreement. The PAE and Secretary, however, may agree that the PAE shall not be required to exhaust all appeals before receiving amounts covered by this indemnification.

Whether or not the Secretary indemnifies the PAE under this provision, the Secretary shall reimburse the PAE for Litigation Costs in accordance with Article 12 of the Agreement.

2. PAE's Indemnification of the Secretary. PAE is liable for, and shall reimburse the Secretary for losses, claims, damages, liabilities or related expenses as determined by a court of competent jurisdiction after exhaustion of all appeals, or penalty costs or litigation settlement costs as paid by the Secretary, which result from PAE's or its Teaming Partner's or Subcontractor's actions involving willful misconduct or negligence or which result from actions not within the scope of the Agreement. PAE and the Secretary, however, may agree that all appeals need not be exhausted before receiving amounts covered by this indemnification.

3. Sovereign Immunity. Nothing set forth above shall be deemed to constitute a waiver of, or attempt to compromise, any rights, privileges and immunities set forth in the provision of State law governing sovereign immunity.

4. Survivability. The protections offered by the Sections 1 and 2 above survive the Term of the Agreement.