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- (b) The Contractor shall indemnify the Government and the Institute, their officers, agents, and employees against any liability, including costs and expenses, incurred as the result of (i) the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this Contract; or (ii) any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government or JPL provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the Government or JPL and incorporated in data to which this Article applies.