252.227–7010 License to other Government agencies.

As prescribed at 227.7009–4(e), insert the following clause in patent releases, license agreements, and assignments:

**LICENSE TO OTHER GOVERNMENT AGENCIES**

(AUG 1984)

The Contractor hereby agrees to grant a separate license under the patents, applications for patents, and improvements referred to in the “License Grant” clause of this contract, on the same terms and conditions as appear in this license contract, to any other department or agency of the Government at any time on receipt of a written request for such a license from such department or agency; Provided, however, that as to royalties which accrue under such separate licenses, reports and payments shall be made directly to the Contractor by each such other department or agency pursuant to the terms of such separate licenses. The Contractor shall notify the Licensee hereunder promptly upon receipt of any request for license hereunder.

(End of clause)

252.227–7011 Assignments.

As prescribed at 227.7010, insert the following clause in assignments:

**ASSIGNMENT**

(AUG 1984)

The Contractor hereby conveys to the Government, as represented by the Secretary of , the entire right, title, and interest in and to the following patents (and applications for patent), in and to the inventions thereof, and in and to all claims and demands whatsoever for infringement thereof:

U.S. Patent No. 

Date

Name of Inventor

Filing Date

Name of Inventor

together with corresponding foreign patents and applications for patent insofar as the same are represented by the Secretary of , to which Applications for Patent have been filed, and to which Assignments have been made.

(End of clause)


As prescribed at 227.7012, insert the following clause in patent releases, license agreements, and assignments:

(Contract No.)

**PATENT LICENSE AND RELEASE CONTRACT**

(SEP 1999)

This CONTRACT is effective as of the day of [month, year], between the UNITED STATES OF AMERICA (hereinafter called the Government), and (hereinafter called the Contractor), (a corporation organized and existing under the laws of the State of [State]), (a partnership consisting of [Partner Names]), (an individual trading as [Name]), of the City of [City], in the State of [State].

Whereas, the Contractor warrants that it has the right to grant the within license and release, and the Government desires to procure the same, and

Whereas, this contract is authorized by law, including 10 U.S.C. 2386.

Now Therefore, in consideration of the grant, release and agreements hereinafter recited, the parties have agreed as follows:

Article 1. License Grant.*

(Insert the clause at 252.227–7004 for a paid up license, or the clause at 252.227–7006 for a license on a running royalty basis.)

Article 2. License Term.*

(Insert the appropriate alternative clause at 252.227–7005 for a paid up license, or the
clause at 252.227-7007 for a license on a running royalty basis.)

(Insert the clause at 252.227-7001.)

Article 4. Non-Exstoppel.
(Insert the clause at 252.227-7000.)

Article 5. Payment.
The Contractor shall be paid the sum of Dollars ($ ) in full compensation for the rights herein granted and agreed to be granted. (For a license on a running royalty basis, insert the clause at 252.227-7006 in accordance with the instructions therein, and also the clause as specified at 252.227-7002 and 252.227-7009 and 252.227-7018.)

Article 6. Covenant Against Contingent Fees.
(Insert the clause at FAR 52.235–3.)

Article 7. Assignment of Claims.
(Insert the clause at FAR 52.236–23.)

Article 8. Gratuities.
(Insert the clause at FAR 52.238–3.)

Article 9. Disputes.
(Insert the clause at FAR 52.238–1.)

Article 10. Successors and Assignees.
This Agreement shall be binding upon the Contractor, its successors** and assignees, but nothing contained in this Article shall authorize an assignment of any claim against the Government otherwise than as permitted by law.

In Witness Whereof, the parties hereto have executed this contract.

THE UNITED STATES OF AMERICA

By
(Signature and Title of Contractor Representative)

Date

*If only a release is procured, delete this article; if an assignment is procured, use the clause at 252.227-7011.

**When the Contractor is an individual, change “successors” to “heirs”; if a partnership, modify appropriately.

(End of clause)

[64 FR 49685, Sept. 14, 1999]

252.227-7013 Rights in technical data—Noncommercial items.

As prescribed in 227.7103–6(a), use the following clause:

RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS (SEP 2011)

(a) Definitions. As used in this clause—
(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capability of the computer software or provide instructions for using the software.

(5) Covered Government support contractor means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or