252.227–7011

(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 heretofore accrued, the same to be held and enjoyed by the Government through its duly appointed representatives to the full end of the term of said patents (and to the full end of the terms of all patents which may be granted upon said applications for patent, or upon any division, continuation-in-part or continuation thereof):

U.S. Patent No. __________________________ Date __________________________

Name of Inventor __________________________

U.S. Application Serial No. __________________________ Filing Date __________________________

Name of Inventor __________________________

together with corresponding foreign patents and applications for patent insofar as the Contractor has the right to assign the same.

(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 __________________________, (a partnership consisting of __________________________), (an individual trading as __________________________), of the City of __________________________, in the State of __________________________.

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.*

Article 2. License Term.*


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 252.227–7010.)

Article 6. Covenant Against Contingent Fees.

Article 7. Assignment of Claims.

Article 8. Gratuities.

Article 9. Disputes.

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 __________________________

Date __________________________

(Signature and Title of Contractor Representative)

By __________________________

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]


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

RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS (FEB 2012)

(a) Definitions. As used in this clause—