(ii) Disclose any subject invention pursuant to paragraph (c)(1) of this clause;
(iii) Deliver acceptable interim reports pursuant to paragraph (e)(7)(i) of this clause; or
(iv) Provide the information regarding subcontracts pursuant to paragraph (e)(8) of this clause.
(2) The reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.
(3) The Government will not make final payment under this contract before the Contractor delivers to the Contracting Officer—
   (i) All disclosures of subject inventions required by paragraph (c)(1) of this clause;
   (ii) An acceptable final report pursuant to paragraph (e)(7)(ii) of this clause; and
   (iii) All past due confirmatory instruments.
(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized in paragraph (k)(1) of this clause. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.
   (i) Subcontracts. (1) The Contractor—
      (A) Unilaterally amend this contract to include the substance of this paragraph (l) in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization; and
      (B) Exercise those license or other rights specified by paragraph (l) in all other subcontracts for experimental, developmental, or research work, unless a different patent rights clause is required by FAR 27.303.
   (2) For subcontracts at any tier—
      (i) The subcontractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Government with respect to those matters covered by this clause. However, nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.
(End of clause)

Alternate I (DEC 2007). As prescribed in 227.303(2)(ii), add the following paragraph (b)(2)(v) to the basic clause:
(v) The license shall include the right of the Government to sublicense foreign governments, their nationals, and international organizations pursuant to the following treaties or international agreements:

*Contracting Officer to complete with the names of applicable existing treaties or international agreements. This paragraph is not intended to apply to treaties or agreements that are in effect on the date of the award but are not listed.*

Alternate II (DEC 2007). As prescribed in 227.303(2)(iii), add the following paragraph (b)(2)(v) to the basic clause:
(v) The agency reserves the right to—
   (A) Unilaterally amend this contract to identify specific treaties or international agreements entered into or to be entered into by the Government after the effective date of this contract; and
   (B) Exercise those license or other rights that are necessary for the Government to meet its obligations to foreign governments, their nationals, and international organizations under any treaties or international agreement with respect to subject inventions made after the date of the amendment.

[72 FR 69160, Dec. 7, 2007]

252.227–7039 Patents—reporting of subject inventions.

As prescribed in 227.303(1), use the following clause:

PATENTS—REPORTING OF SUBJECT INVENTIONS

(End of clause)

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inspect and make copies of the patent application file.

(End of clause)


252.228–7000 Reimbursement for war-hazard losses.

As prescribed in 228.370(a), use the following clause:

REIMBURSEMENT FOR WAR-HAZARD LOSSES

(DEC 1991)

(a) Costs for providing employee war-hazard benefits in accordance with paragraph (b) of the Workers' Compensation and War-Hazard Insurance clause of this contract are allowable if the Contractor—

(1) Submits proof of loss files to support payment or denial of each claim;

(2) Subject to Contracting Officer approval, makes lump sum final settlement of any open claims and obtains necessary release documents within one year of the expiration or termination of this contract, unless otherwise extended by the Contracting Officer; and

(3) Provides the Contracting Officer at the time of final settlement of this contract—

(i) An investigation report and evaluation of any potential claim; and

(ii) An estimate of the dollar amount involved should the potential claim mature.

(b) The cost of insurance for liabilities reimbursable under this clause is not allowable.

(c) The Contracting Officer may require the Contractor to assign to the Government, in connection with any third party suit or action filed which may result in a payment under this clause, all right, title, and interest to any refund, rebate, or recapture arising out of any claim settlements.

(d) The Contractor agrees to—

(1) Investigate and promptly notify the Contracting Officer in writing of any occurrence which may give rise to a claim or potential claim, including the estimated amount of the claim;

(2) Give the Contracting Officer immediate written notice of any suit or action filed which may result in a payment under this clause; and

(3) Provide assistance to the Government in connection with any third party suit or claim relating to this clause which the Government elects to prosecute or defend in its own behalf.

(End of clause)

252.228–7001 Ground and flight risk.

As prescribed in 228.370(b), use the following clause:

(End of clause)