

EXHIBIT 20 - RIGHTS IN TECHNICAL DATA - SHORT FORM (8-83)

(a) Definitions. The definitions of terms set forth in 41 CFR 9-9.201 apply to the extent these terms are used herein.

(b) Allocations of rights. (1) The Government shall have: (i) Unlimited rights in technical data first produced or specifically used in the performance of this subcontract;

(ii) The right of DOE or its representatives to inspect at all reasonable times up to three years after final payment under this subcontract all technical data first produced or specifically used in this subcontract (for which inspection the Seller or its subcontractor shall afford proper facilities);

(iii) The right to have any technical data first produced or specifically used in the performance of this subcontract delivered to the Government as the Company may from time to time direct during the progress of the work or in any event as the Company shall direct upon completion or termination of this subcontract.

(2) The Seller shall have the right to use for its private purposes, subject to patent, security or other provisions of this subcontract, technical data (except Restricted Data in Category C-24, 10 CFR 725, in which DOE has reserved the right to receive compensation for the use of its inventions and discoveries, including related data and technology) it first produces in the performance of this subcontract provided the data requirements of this subcontract have been met as of the date of the private use of such data. The Seller agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, the Seller shall treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the Company.

(c) Copyrighted material. (1) The Seller agrees to, and does hereby grant to the Government, and to its officers, agents, servants and employees acting within the scope of their duties:

(i) A royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of and to authorize others so to do, all copyrightable material first produced or composed in the performance of this subcontract by the Seller, its employees, or any individual or concern specifically employed or assigned to originate and prepare such material; and

(ii) A license as aforesaid under any and all copyrighted or copyrightable works not first produced or composed by the Seller in the performance of this subcontract but which are incorporated in the material furnished under this subcontract, provided that such license shall be only to the extent the Seller now has, or prior to completion or final settlement of this subcontract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(2) The Seller agrees that it will not knowingly include any material copyrighted by others in any written or copyrightable material furnished or delivered under this subcontract without a license as provided for in subparagraph (1)(ii) hereof, or without the consent of the copyright owner, unless it obtains specific written approval of the Company for the inclusion of such copyrighted material.