

TECHNICAL DATA

This subcontract is under a Strategic Partnerships Project (SPP) Agreement and is funded with the SPP Sponsor's private (non-federal) funds. Data generated by the Seller under the subcontract is considered as the SPP Sponsor's proprietary information as specified in DOE Class Patent Waiver No. W(C)-2011-009.

1. RIGHTS IN DATA

(a) Definitions.

(1) "Generated Information", as used in this clause, means information produced in the performance of this subcontract.

(2) "Proprietary Information", as used in this clause, means information which is developed at private expense and embodies (1) trade secrets or (2) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 U.S.C. 552(b)(4)).

(b) Allocation of rights. The Seller agrees that it shall treat and protect all Generated Information as SPP Sponsor's Proprietary Information and shall have no rights in the Generated Information. All such Generated Information shall be provided to Company prior to the expiration of this subcontract and Seller shall retain no copies thereof.

(c) Copyright.

(1) Generated Information. The Sponsor has the right to assert copyright in any Generated Information, and Company may require the Seller to assign copyright in any Generated Information to the SPP Sponsor.

(2) Information not first produced in the performance of this subcontract. The Seller shall not, without prior written permission of the Company, incorporate in information delivered under this subcontract any information not first produced in the performance of this subcontract.

(d) Release, Publication, and Use of Generated Information. The Seller shall have the no right to use, release to others, reproduce, distribute, or publish any Generated Information. If the Seller receives or is given access to information necessary for the performance of this subcontract that contains restrictive markings, the Seller shall treat the information in accordance with such markings unless specifically authorized otherwise in writing by the Company.

(e) Subcontracting. The Seller shall not enter into any subcontract to have any of the work required by this subcontract performed by another entity without the express written approval of Company. If subcontracting is approved, Company will work with the Seller to develop the appropriate terms and conditions for the subcontract document.

(f) Relationship to Patents or Other Rights. Nothing contained in this clause shall imply a license to the Company or the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Company or the Government.