

**Common Terms and Conditions Guide**  
**Section 3 – Administrative Clauses**

**Clause Number:** 3053  
**Effective:** 10/15/2002  
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**Data Rights and Information Confidential**

- (a) Seller and its agents, representatives, and employees that it provides under this contract (hereinafter, collectively, "Seller") agree to disclose promptly in writing to Buyer's Patent Counsel, or to such other person as Buyer may designate, any and all inventions, improvements, developments, and discoveries that Seller conceives or first actually reduces to practice, either solely or in collaboration with others, in the performance of work called for or required under this contract. Seller further agrees that all such inventions, improvements, developments, and discoveries will be and become the sole and absolute property of Buyer, and that Seller will, at any time, at the request and expense of Buyer, execute any and all papers and do whatever is reasonably required to ensure that Buyer will obtain full title to such inventions, improvements, developments, and discoveries. Seller will not, without the consent in writing of Buyer, either during or after the performance of the work under this contract, use or disclose to any person other than a duly authorized representative of Buyer, or to a person designated by such a representative as a proper recipient, any information, data, material, or exhibit obtained in the course of the work under this contract, relating to the findings, progress, or status of said work. If this contract is issued under a Government contract or subcontract, this paragraph shall be deemed deleted.
- (b) Seller further agrees that it will not divulge, or be a party to the divulging of, any matter, affair, or thing relating to the business or affairs of Buyer which the interests of Buyer require to be regarded as confidential or which would be harmful to the interests of Buyer if disclosed; provided, however, that nothing contained in this clause will prevent Seller from making proper use of experience gained in the performance of the work under this contract.