

**CUSTOMER CONTRACT REQUIREMENTS  
(MANNED/UNMANNED COMMON ARCHITECTURE PROGRAM)  
CUSTOMER CONTRACT DAAH10-03-2-0002**

**CUSTOMER CONTRACT REQUIREMENTS**

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

1. The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2003). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.

52.222-10 Compliance With Copeland Act Requirements (FEB 88).

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.223-2 Clean Air and Water (APR 1984 version). This clause applies if this contract exceeds \$100,000.

52.227-1 Authorization and Consent (JUL 1995).

52.227-1 Alternate I (APR 1984).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.

2. DoD Contracts. If this Contract is placed under a Department of Defense Contract, the following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

252.227-7013 Rights in Technical Data - Noncommercial Items (NOV 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995).

3. The following prime contract special provisions apply to this purchase order:

**A. FOREIGN MILITARY SALES**

The Seller certifies that the price of this Contract does not include any direct or indirect costs of sales commissions or fees for Seller's sales representatives involved in Foreign Military Sales.

**B. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS**

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from any DoD Agency, during the performance of this Contract.

**C. PATENT RIGHTS**

This provision applies if this purchase contract contemplates experimental, developmental, or research work.

A. Definitions.

1. All references to "Recipient", as it applies to Provision 3.C, Patent Rights, shall be deemed to be reference to Seller.

2. "Invention" means any invention or discovery, which is or may be patentable or otherwise protectable under Title 35 of The United States Code.

3. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

4. "Practical application" means to manufacture, in the case of a composition of matter or product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is capable of being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the Public on reasonable terms.

5. "Subject Invention" means any invention made, or improvement to any invention conceived or first reduced to practice in the performance of work under this Agreement.

6. "Background Invention" means an invention, or improvements to any invention, other than a Subject Invention, which the Recipient has previously conceived, designed, developed and/or produced, or has concurrently designed, developed and/or produced outside this Agreement.

B. Allocation of Principal Rights.

Unless Seller will have notified the Buyer and the Government (in accordance with subparagraph C.2 below) that Seller does not intend to retain title, Seller will retain the entire right, title, and interest throughout the world to each Subject Invention consistent with the provisions of this Article, and 35 U.S.C. 203. With respect to any Subject Invention in which Seller retains title, the Buyer and the Government will have a nonexclusive, nontransferable, irrevocable, paid-up license for Government, to practice or have practiced on behalf of the United States the subject Invention throughout the world. Notwithstanding the above, Seller may elect as defined in its Articles to provide full or partial rights to other parties. All rights and title, to data and inventions developed solely by Seller prior to the date of this agreement, shall remain solely with Seller.

C. Invention Disclosure, Election of Title, and Filing of Patent Application.

1. Seller will disclose each Subject Invention to the Buyer and the Government (through the Agreement Administrator) within six (6) months after the inventor discloses it in writing to his company

personnel responsible for patent matters. The disclosure to AATD will be in the form of a written report and will identify the Agreement under which the invention was made and the identity of the inventor(s). It will be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, optical, chemical, biological, or electrical characteristics of the invention. The disclosure will also identify any publication, sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure.

2. If Seller determines that it does not intend to retain title to any such invention, Seller will notify the Buyer and the Government, in writing, within eight (8) months of disclosure to the Buyer and the Government. However, in any case where publication, sale, or public use has initiated the one (1)-year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice may be shortened by the Government to a date that is no more than sixty (60) calendar days prior to the end of the statutory period.

3. Seller will file its initial patent application on a Subject Invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to the end of the statutory period wherein valid patent protection can be obtained in the United States after a publication, or sale, or public use. Seller may elect to file patent applications in additional countries (or regional Patent Office or pursuant to the Patent Cooperation Treaty) within either twelve (12) months of the corresponding initial patent application or six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.

4. Any Subject Inventions, jointly made or created by employees of the Buyer and/or the Government of the United States of America and Recipient, will be jointly owned by those parties. With respect to jointly owned Subject Inventions, the parties will agree, on a case-by-case basis, as to which party will file patent applications, if any. Each party will bear its own patent filing expenses in filing patent applications on joint Subject Inventions. Requests for extension of the time for disclosure, election, and filing under Provision C, subparagraph C. may, at the discretion of the Government, and after considering the position of Seller, be granted.

#### D. Conditions When the Government May Obtain Title.

Upon the Government's written request, Seller will convey title to any Subject Invention to the USA under any of the following conditions:

1. If Seller fails to disclose or elects not to retain title to the Subject Invention within the times specified in paragraph C of this Article, provided, that the Government may only request title within sixty (60) days after learning of the failure of Seller to disclose or elect within the specified times.

2. In those countries in which Seller fails to file patent applications within the times specified in paragraph C of this Article, provided that, if Seller has filed a patent application in a country after the times specified in paragraph C of this Article, but prior to its receipt of the written request by the Government, Seller will continue to retain title in that country; or

3. In any country in which Seller decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on a patent on a Subject Invention, if the Government, at its expense, is going to continue to retain title in that country.

#### E. Minimum Rights to Seller and Protection of Seller's Right to File.

1. Seller will retain a nonexclusive, royalty free sub-licensable license throughout the world in each Subject Invention to which the Government obtains title, except if Seller fails to disclose the Subject Invention within the times specified in paragraph C of this Article. The Seller's license extends to the domestic subsidiaries and affiliates, if any, of Seller within the corporate structure of which Seller is a party

and includes the right to grant licenses of the same scope to the extent that Seller was legally obligated to do so at the time the Agreement was awarded.

The license is transferable only within the approval of the Government, except when transferred to the successor or that part of the business to which the invention pertains. Government approval for license transfer will not be unreasonably withheld.

2. The Seller's domestic license may be revoked or modified by the Government to the extent necessary to achieve expeditious practical application of Subject Invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 CFR Part 404, provided that such revocation or modification will not take place less than three (3) years after the end of the term of the Agreement. This license will not be revoked in that field of use or the geographical areas in which Seller has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Government to the extent Seller, its licensees, or the subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, the Government will furnish Seller a written notice of its intention to revoke or modify the license, and Seller will be allowed thirty (30) calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

#### F. Action to Protect the Government's Interest.

1. Seller agrees to execute or to have executed and promptly provide to the Agreements Administrator all instruments necessary to: (a) establish or confirm the rights the Government has throughout the world in those Subject Inventions to which Seller elects to retain title, and (b) convey title to the Government when requested under paragraph D. of this Article and to enable the Government to obtain patent protection throughout the world in that Subject Invention.

2. Seller agrees to require, by written Agreement, that employees of Seller, other than clerical and non-technical employees, agree to disclose promptly in writing, to personnel identified as responsible for the administration of patent matters and in a format acceptable to Seller, each Subject Invention made under this Agreement in order that Seller can comply with the disclosure provisions of paragraph C. of this Article. Seller will instruct employees, through employee Agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3. Seller will notify the Buyer and the Government of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a re-examination or opposition proceedings on a patent, in any country, not less than thirty (30) calendar days before the expiration of the response period required by the relevant patent office.

4. Seller will include, within the specification of any United States patent application and any patent issuing thereon covering a Subject Invention, the following statement: "This invention was made with Government support under Agreement No. DAAH10-03-2-0002 for the Manned/Unmanned Common Architecture Program (MCAP). The Government has certain rights in the invention."

#### G. Lower Tier Agreements.

1. Seller will include this Article, suitably modified, to identify the Parties, in all subcontracts or lower tier Agreements, regardless of tier, for experimental, developmental, or research work.

2. In the case of a lower tier Agreement with a vendor, at any tier, the Government, the vendor, and Seller agree that the mutual obligations of the parties created by this Article flow down to the vendor and

constitute an Agreement between the vendor and the Government with respect to the matters covered by this Article.

#### H. Reporting on Utilization of Subject Inventions.

Seller agrees to submit to the Agreement Administrator during the term of the Agreement, periodic reports no more frequently than annually on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by Seller or licensees or assignees of the inventor. Such reports will include information regarding the status of development, date of first commercial sale or use, gross royalties received by Seller's subcontractor(s), and such other data and information as the agency may reasonably specify.

Seller also agrees to provide additional reports as may be requested by AATD in connection with any march-in proceedings undertaken by the Government in accordance with paragraph J of this Article. Consistent with 35 U.S.C. 202(c)(5), the Government agrees it will not disclose such information to persons outside the Government without permission of Seller.

#### I. Preference for American Industry.

Notwithstanding any other provision of this clause, Seller agrees that it will not grant to any person the exclusive right to use or sell any Subject Invention in the United States unless such person agrees that any product embodying the Subject Invention or produced through the use of the Subject Invention will be manufactured substantially in the United States or Canada. However, in individual cases, the requirements for such an agreement may be waived by the Government upon a showing by Seller that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

#### J. March-In Rights.

Seller agrees that, with respect to any Subject Invention in which it has retained title, the Government has the right to require Seller, an assignee, or exclusive licensee of a Subject Invention to grant a nonexclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if Seller, assignee or exclusive licensee refuses such a request, the Government has the right to grant such a license itself if the Government determines that:

1. Such action is necessary because Seller or assignee has not taken effective steps, or is not expected to take within a reasonable time, effective steps to achieve practical application of the Subject Invention, a reasonable time being no less than three (3) years from the end of the term of the Agreement;

2. Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by Seller, assignee, or their licensees;

3. Such action is necessary to meet requirements for public use; and such requirements are not reasonably satisfied by Seller, assignee, or licensees; or

4. Such action is necessary because the Agreement required by paragraph (1) of this Article has not been obtained or waived or because a licensee of the exclusive right to use or sell any Subject Invention in the United States is in breach of such Agreement.

#### K. Opportunity to Cure.

Certain provisions of this Article provide that the Government may gain title or license to a Subject Invention by reason of Seller's action or failure to act within the times required by this Paragraph. Prior to claiming such rights (including any rights under Paragraph C.J, "March-In Rights"), the Government will give written notice to Seller of the Government's intent and afford Seller a reasonable period of time to

cure such action or failure to act. The length of the cure period will depend on the circumstances, but in no event will be less than sixty (60) days. Seller may also use the cure period to show good cause why the claiming of such title or right would be inconsistent with the intent of this Agreement, in light of the appropriate timing for introduction of the technology in question, the relative funding and participation of the parties in the development and other factors.

#### L. Notification of Background Inventions, Disclosures, or Patents

In no event shall the provisions set forth in this Article apply to any Background Inventions or Patents obtained thereon by Seller. Seller shall retain the entire right, title, and interest throughout the world to each such invention and patents, and the Government shall not acquire any rights under this Agreement. Such Intellectual Property, including but not limited to, Background Inventions, Disclosures, or Patents are identified herein (Attachment 5 of Buyer's prime contract). This listing of Seller's Other Intellectual Property Rights, is subject to revision upon the mutual agreement of the Parties, evidenced by a bilateral modification to this Agreement.

### D. OTHER INTELLECTUAL PROPERTY RIGHTS

This provision applies if this purchase contract contemplates experimental, developmental, or research work.

A. Definitions. For the purposes of this Agreement, the following terms have the meanings indicated:

1. "Background Data" means Technical Data produced by Seller at private expense prior to performance of or outside the scope of this Agreement and is considered by Seller to be proprietary; and is identified in Attachment 5 of Buyer's prime contract. Such Background Data may include any modifications, derivatives to previously conceived, designed, developed, and resultant revisions to software, processes, qualification data, and manufacturing plans.

2. "Background Software" means any Software developed by Seller prior to the performance of this Agreement or outside the scope of work performed under this Agreement and is considered by Seller to be proprietary and is identified in Attachment 5 of Buyer's prime contract.

3. "Government Data" means Data that has been delivered to the Government prior to or outside the terms of this Agreement. The Government's pre-existing rights in that Data govern disclosure and use of such Government Data.

4. "Government Purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

5. "Government Purpose Rights" means the rights to-

- (i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and
- (ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

6. "Limited Rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the

Government, use the technical data for manufacture, or authorize the technical data to be used by another party.

7. "Proprietary Information" means information which embodies trade secrets or which is privileged or confidential technical, business or financial information provided that such information:

(a) is not generally known, or is not available from other sources without obligations concerning its confidentiality;

(b) has not been made available by the owners to others without obligation concerning its confidentiality;

(c) is not described in an issued patent or a published copyrighted work or is not otherwise available to the public without obligation concerning its confidentiality; or

(d) can be withheld from disclosure under 15 U.S.C. § 3710a(c)(7)(A) & (B) and the Freedom of information Act, 5 U.S.C. § 552 *et seq* ; and

(e) is identified as such by labels or markings designating the information as proprietary.

8. "Subject Technical Data", as used in this article, means any Technical Data first produced during performance of this Agreement.

9. "Technical Data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

10. "Unlimited Rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

#### B. Allocation of Principal Rights

This Agreement shall be performed with mixed Government and Buyer funding. In consideration of Government funding, the Parties agree as follows:

1. Background Data provided to the Government shall be limited to that information normally shared with commercial customers or that information specifically negotiated under this Agreement and shall be subject to Limited Rights. Recipient retains all right, title, and interest in such Background Data. Certain deliverable reports/documentation may, by necessity, incorporate Background Data. If so, such report/documentation will be supplied with Limited Rights. Furnishing of "Background Data" by incorporating it into a deliverable report/documentation shall not affect any preexisting Government Rights in such Technical Data. The parties agree that reports documentation delivered with Limited Rights in accordance with Attachment 7 of Buyer's prime contract will include Background Data. Buyer's Background Data is identified in Attachment 5 of Buyer's prime contract (Identification of Background Intellectual Property).

2. The following reports, per Attachment 7 of Buyer's prime contract (Data Rights in Deliverable Reports/Documentation) may contain Buyer proprietary information: Quarterly Report and Program Plan Document. The Quarterly Report will be provided with Government Purpose Rights, except the Business Status Report will be provided as Appendix A and marked as Proprietary. The Program Plan Document will be provided in two versions; one version will be provided with Government Purpose Rights and the other version will be provided with Limited Rights.

3. The rights to Special Technical Reports will be determined at the time the report is written and prior to submittal. All other deliverables, reports and documentation delivered under the Agreement shall be in accordance with Attachment 7 of Buyer's prime contract (Data Rights in Deliverable Reports/Documentation). In case neither party can clearly establish the appropriateness of another rights marking, a Limited Rights marking shall be applied.

4. The Government shall be provided with Limited Rights to the Meeting Notes (Minutes)/Presentations, Hardware Specifications, Software Requirements Specifications Document, Airworthiness Substantiation Document, Aircraft Design Document, and Laboratory Design Document since proprietary information is incorporated therein.

5. In accordance with Attachment 2 of Buyer's prime contract (Program Requirement/Agreement Deliverables), the following shall be conveyed to the Government with Government Purpose Rights: the Requirements Definition Document (Central Mission Processor and Network Architecture), Subsystem Design Document, Interface Control Document, Integration Test Plan, and the Integration Test Report.

6. The Government shall obtain Government Purpose Rights in the Engineering Flight Test Plan and Flight Test Report. An additional version of the reports, which will be provided with proprietary information, will be conveyed with Limited Rights.

7. The Government shall obtain Unlimited Rights in the Rotorcraft Technical Architecture, which will exclude any Background, Proprietary, privileged, or Confidential Information, or information subject to Government Purpose Rights.

8. The Government shall obtain Unlimited Rights in a public version of the Final Report that will not contain any proprietary information or information that is subject to Government Purpose Rights. An additional version of the report will be conveyed with Limited Rights.

9. To the extent that Government Data is used in the performance of this Agreement, the Government shall retain its preexisting rights in such Data.

C. Seller shall include this Article, suitably modified to identify the Parties, in all subcontracts or lower-tier agreements, regardless of tier, for experimental, developmental, or research work.

#### D. Marking of Data

1. Pursuant to paragraph B above and Attachment 7 of Buyer's prime contract (Data Rights in Deliverable Reports/Documentation), technical data (other than the public version of the final report and the Rotorcraft Technical Architecture Updates) delivered under this Agreement shall be marked appropriately with one of the following legends:

##### (a) Limited Rights Markings

"Limited Rights as defined in Agreement Number DAAH10-03-2-0002  
Agreement Number DAAH10-03-2-0002  
Subcontractor Name: (Insert Seller's name)

The Government's rights to use, modify, reproduce, release, perform, display or disclose these Technical Data are restricted as stated in Agreement DAAH10-03-2-0002 between the Government and Buyer. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person other than the Government, who has been provided access to such Technical Data, must promptly notify Seller.

##### (b) Government Purpose Rights Markings

“Government Purpose Rights  
Agreement Number DAAH10-03-2-0002  
Subcontractor Name: (Insert Seller’s name)

The Government’s rights to use, modify, reproduce, release, perform, display or disclose Computer Software and or technical data are restricted as stated in Agreement DAAH10-03-2-0002 between the Government and Buyer. Any reproduction of technical data, or portions thereof, marked with this legend must also reproduce the markings.”

2. Further, any deliverable proprietary non technical data information (namely the Appendix A of Buyer’s prime contract, Business Status Report in the Quarterly Report) not subject to Limited Rights, Government Purpose Rights, or Unlimited Rights, shall be marked with the proprietary notice customarily used by Seller to identify data and information that is subject to restrictions regarding disclosure and/or use. The proprietary notice shall however, also include notation of this Agreement Number “DAAH10-03-2-0002.”

3. Except for Technical Data or Proprietary Information delivered under this Agreement, the parties agree that Seller will appropriately advise the Buyer and the Government regarding any limitation or restriction to Technical Data or Software to which the Government may have access. Limitations and restrictions will be subject to the appropriate Seller or third party markings and legends including a copyright notice to assure proper handling and shall bear notation to this Agreement Number DAAH10-03-2-0002. An example of a Seller Proprietary legend is as follows:

Nondeliverable Data Item – (Insert Seller’s name) Proprietary, Confidential and/or Trade Secret Information - (Insert Seller’s name) proprietary information is included in the information disclosed herein. Recipient, by accepting this document, agrees that neither this document nor the information disclosed herein nor any part thereof shall be reproduced or transferred to other documents or used or disclosed to others for manufacturing or for any other purpose except as specifically authorized in writing by (Insert Seller’s name). Copyright (C) 200X Unpublished. All rights reserved under the copyright laws by (Insert Seller’s name).

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C.327-333)**

If this purchase contract is in excess of \$2,000 and involves construction or is in excess of \$2,500 for other work that involves the employment of mechanics or laborers, Seller shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If this purchase contract is for the performance of experimental, developmental, or research work Seller shall provide for the rights of the Federal Government and the Buyer in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations.

**G. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)**

Seller shall not award any lower-tier subcontracts to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. By accepting this purchase contract Seller certifies that Seller has not been debarred or suspended and that Seller will not award any lower-tier subcontracts to any person or entity that is debarred or suspended.