

Pratt & Whitney Rocketdyne, Inc. (PWR)
A United Technologies Company

Pratt & Whitney Rocketdyne, Inc. (PWR) General Provisions
(Public College and University Fixed Price Contract)
PWR GP6 Alternative Provisions Rev 11-10-2006

6. CHANGES

Alt I. This contract shall be changed only by written amendments that have been signed by all parties.

14. OWNERSHIP OF INTELLECTUAL PROPERTY

Alt I. All right, title and interest in and to intellectual property conceived or reduced to practice by Seller, either alone or jointly with Buyer, during performance of and related to the subject matter of the statement of work under this contract shall belong to Buyer. All right, title and interest in and to intellectual property conceived or reduced to practice by Seller during performance of and unrelated to the subject matter of the statement of work under this contract shall belong to Seller (Seller IP). Buyer shall have an exclusive option for 6 months following completion of the statement of work under this contract to obtain, under reasonable terms and conditions, including a reasonable royalty, an assignment of or exclusive rights to Seller IP. Seller and Buyer shall negotiate in good faith.

Alt II. All right, title and interest in and to intellectual property conceived or reduced to practice by employees, faculty, staff, or students of Seller under this contract shall belong to Seller (Seller IP). All right, title and interest in and to intellectual property conceived or reduced to practice by employees of Buyer under this contract shall belong to Buyer (Buyer IP). All right, title and interest in and to intellectual property conceived or reduced to practice jointly by employees, faculty, staff, or students of Seller and employees of Buyer shall be jointly owned. Each party shall have the right to make, have made, use, sell, and license such intellectual property without seeking the permission of or accounting to the other (Joint IP). Buyer shall have an exclusive option for 6 months following completion of the statement of work under this contract to negotiate with Seller to obtain, under reasonable terms and conditions, including a reasonable royalty, an assignment of or exclusive license rights to Seller IP or Seller's rights in Joint IP or both. Seller and Buyer shall negotiate in good faith.

18. COMPLIANCE WITH LAWS

Alt I. Seller shall comply with all applicable statutes and government rules, regulations, and orders.

It is anticipated that the statement of work contemplated under this contract can be carried out without information that contains Technical Data as defined in the International Traffic in Arms Regulations (ITAR) at 22 CFR 120.10 and the Export Administration Regulations (EAR) at 15 CFR Parts 300–799. However, in the event that export controlled Technical Data is subsequently determined to be required to be provided by Buyer to Seller for the work called for under the statement of work, Seller shall be informed and shall have the right to decline to continue the work hereunder. If, however, Seller agrees to continue that work and receives or generates export controlled Technical Data, it agrees to comply with all ITAR, EAR, and other export restrictions and requirements applicable to that data.

Alt II. Seller shall comply with all applicable statutes and government rules, regulations, and orders.

It is anticipated that the statement of work contemplated under this contract will require the receipt or generation of information that contains Technical Data as defined in the International Traffic in Arms Regulations (ITAR) at 22 CFR 120.10 and the Export Administration Regulations (EAR) at 15 CFR Parts 300–799. Accordingly, Seller agrees to comply with all ITAR, EAR, and other export restrictions and requirements applicable to that data.

NEW PROVISION

PUBLICATION

- a. Notwithstanding clauses 13 and 15 but subject to paragraphs b and c here, Seller, its employees, faculty, staff, and students may use and disclose the information resulting from the performance of the statement of work under this contract (Information) for the purposes of teaching or publication.
- b. Seller shall provide to Buyer a copy of any proposed disclosure or publication that contains Information at least 30 days before the date of the proposed disclosure or publication.

- c. Within 30 days of receipt by Buyer of the proposed disclosure or publication under paragraph b, Buyer shall either
 - i) provide written consent to the proposed disclosure or publication, or
 - ii) request that Seller delay or amend the proposed disclosure or publication to remove Seller's Proprietary Information and Materials or to enable a patent application to be filed regarding any of the Information. The delay or amendment requested by Buyer shall be reasonable and any delay requested shall be no longer than 3 months from the date Seller provided a copy of the proposed disclosure or publication to Buyer hereunder.
- d. If within 30 days of receipt of the proposed disclosure or publication Buyer does not provide consent or request a delay or amendment, Buyer shall be deemed to have given consent for the proposed disclosure or publication.

Optional Addition e. Nothing in this contract shall prevent or delay a student of Seller from submitting any paper, dissertation, or thesis to Seller for assessment or examination. The student and appropriate faculty may include some or all of the information acquired during the work conducted under this contract in a thesis submitted for a degree from Seller. The thesis shall be examined by examiners appointed by Seller and a successful thesis deposited in Seller's library, or other appropriate repository, in accordance with Seller's procedures and regulations. Seller shall provide or cause to be provided to Buyer a copy of the thesis or dissertation 30 days before submission for examination, and Buyer shall have 30 days to request that access to the thesis be restricted initially for 2 years and then up to 5 years, 1 year at a time. This request shall not be unreasonably denied. Seller agrees to have the examiners of the thesis examine it in confidence, but Buyer may, at its sole discretion, request that the examiners agree in writing to be bound by the same terms of confidentiality as apply to Seller, its employees, faculty, staff, and students as set out in clause 13 of this contract.