1. **INTELLECTUAL PROPERTY RIGHTS**

USSEC’s Intellectual Property Rights are as follows:

* + - Work Made For Hire.  Contractor acknowledges that any results and proceeds of Services that constitute intellectual property, including but not limited to works protectable by copyright, trademark, or patent laws, are “works made for hire” (“Work) as defined in the United States Copyright Act, 17 U.S.C. § 101, and that all copyright ownership and authorship rights in the Work and Contractor’s Services in connection with the creation of the Work shall belong to USSEC and/or its Funding Sources pursuant to 17 U.S.C. § 201(b).  In the event that the Work and the results and proceeds of Contractor’s Services under this Agreement are determined not to be works made for hire for any reason by a court or arbitration panel having jurisdiction, Contractor agrees to immediately assign to USSEC and/or its Funding Sources (as directed by USSEC), its successors and assigns, absolutely and forever, all right, title and interest in the results and proceeds of the Services, including the copyright to the Work for the full term of copyright, including all extensions and renewals of the copyright.  In the event that Contractor secures assistance in creating the Work or providing the Services from any person other than Contractor’s employees working within the scope of their employment, Contractor shall secure, at its own expense, such services as work for hire for Contractor and provide a copy of the corresponding agreement to USSEC.  Contractor warrants and represents to USSEC that it has satisfied any and all obligations to such third parties and that any such obligations are not inconsistent with any provisions hereof. USSEC owns all information, data, content, software, methodologies, methods, techniques, concepts, systems, procedures, know-how, or inventions, improvements, works of authorship, (“Technology”) provided to Contractor in connection with this Master Agreement and the Services rendered hereunder.  Additionally, USSEC owns all copyright and other intellectual property rights in the information and promotional materials provided by USSEC (“USSEC Information”).  Contractor acknowledges that any unauthorized use or duplication of the Technology or USSEC Information constitutes a violation of USSEC’s intellectual property rights and constitutes breach of this Master Agreement.  Contractor shall acquire no right, title or interest in the Technology, any of USSEC’s intellectual property or the USSEC Information which shall remain the exclusive property of USSEC.
    - USSEC recognizes that Contractor may wish to use any copyrights, materials and information prepared specifically for USSEC pursuant to this Agreement for purposes that do not interfere with the goals and objectives of USSEC or the Funding Sources.  In such case, Contractor may request in writing a license for certain copyrights, materials and information prepared specifically for USSEC pursuant to this Agreement for use in a specific purpose, and USSEC will consider all such requests in its sole discretion, but in any event subject to any contracts between USSEC and any third party and applicable United States law, regulation or order.
    - USSEC will as contractually necessary transfer ownership and/or licensing of any intellectual property to the Funding Sources (including USB), and Contractor shall fully cooperate with any such transfer or licensing.  In addition, Contractor shall be bound by the provisions of any written contract between USSEC and its Funding Sources to the extent an obligation is imposed on USSEC to bind Contractor to such provisions, including without limitation those relating to the ownership and transfer of intellectual property
    - Any information, data, content, software, methodologies, methods, techniques, concepts, systems, procedures, know-how, or inventions (“Technology”) of the Contractor that were acquired, developed or created by, or licensed to, the Contractor prior to the Effective Date or not a part of this Agreement (“Contractor Technology”) and all IPR therein and thereto, are and will remain the exclusive property of the Contractor.