

3.5-1 Authorization and Consent (February 2003)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent.

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or,

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with;

(i) Specifications or written provisions forming a part of this contract or

(ii) Specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States may be determined solely by the provisions of the **Indemnity** clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services. However, omission of this clause from any subcontract does not affect this authorization and consent.)

(End of clause)

PRESCRIPTION

Shall be used in RFI/RFPs and contracts (including construction; architect engineering services; dismantling, demolition, or removal of improvements; and non-common carrier communications) so that the contract work is not halted because of patent infringement lawsuit, except when both complete performance and delivery are outside the United States, its possession, and Puerto Rico.