

JP 3 Clause 6-1, Performance Bond Requirements

As prescribed in 6.1.2.c.(1), insert this clause in Section I of solicitations and contracts. If the penal amount is less than 100 percent of the contract price, the clause will be modified accordingly.

Performance Bond Requirements (JAN 2003)

- (a) *Definitions* As used in this clause:
“Original contract price” means the award price of the contract; or for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.
- (b) The contractor shall furnish a performance bond (Standard Form 1418) for the protection of the judiciary in an amount equal to ___ percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to ___ percent of the original contract price.
- (c) The contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the contracting officer within ___ days, but in any event, before starting work.
- (d) The judiciary may require additional performance and payment bond protection if the contract price is increased. The judiciary may secure the additional protection by directing the contractor to increase the penal amount of the existing bonds or to obtain additional bonds.
- (e) The bonds shall be in the form of a firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, DC 20227
<http://www.treas.gov>

As prescribed in 6.1.2.c.(2), alter clause 6-1, by inserting Alternate I as follows. Then insert the altered clause in Section I of solicitations and contracts. If the penal amount is less than 100 percent of the contract price, the clause will be modified accordingly.

Alternate I *Substitute the following paragraphs (b) and (d) for paragraphs (b) and (d) of the basic clause:*

- (b) The contractor shall furnish a performance bond (Standard Form 1418) for the protection of the judiciary in an amount equal to ___ percent of the original contract price.
 - (d) The judiciary may require additional performance bond protection if the contract price is increased. The judiciary may secure the additional protection by directing the contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- (end)

JP3 Provision 6-5, Fidelity Bond Requirements

As prescribed in 6.1.4., insert this clause in Section L of the solicitations.

Fidelity Bond Requirements (JAN 2003)

Any offeror awarded a contract as a result of this solicitation will be required to submit a fidelity bond in the penal amount set forth in the schedule, in a form acceptable to and within the time specified by the contracting officer. Corporate sureties will appear on the list in Treasury Circular 570 and the amount of the bond may not exceed the underwriting limit stated for the surety on that list. Failure to submit an acceptable bond may be cause for termination of the contract for default.

(end)

JP3 Provision 6-10, Deposit of Assets Requirements

As prescribed in 6.2.2.e.(1), insert this provision in Section L of the solicitation.

Deposit of Assets Requirements (JAN 2003)

- (a) Any offeror required to submit a surety bond as a result of this solicitation may instead deposit assets in a form acceptable to the judiciary in an amount set forth in the schedule.
- (b) When assets are deposited, the offeror shall execute a bond in a form as specified in this solicitation. Failure to deposit assets acceptable to the judiciary may be cause for termination of the contract for default.

(end)

JP3 Clause 6-15, Deposit of Assets Instead of Surety Bonds

As prescribed in 6.2.2.e.(2), insert this clause in Section I of the solicitation and contract .

Deposit of Assets Instead of Surety Bonds (JAN 2003)

- (a) If the contractor has deposited assets instead of furnishing sureties for any bond required under this contract and the assets are in the form of checks, currency, or drafts, the contracting officer will hold the assets in an account for the contractor's benefit.
- (b) Upon contract completion, the contractor's funds will be returned as soon as possible, unless the contracting officer determines that part or all of the account is required to compensate the judiciary for costs it incurs as a result of the contractor's delay, default, or failure to perform. In such a case, the entire account will be available to compensate the judiciary.

(end)

JP3 Clause 6-20, Insurance - Work on a Judiciary Installation

As prescribed in 6.3.2.c.(1), insert this clause in Section I of solicitations and contracts.

Insurance - Work on a Judiciary Installation (JAN 2003)

- (a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the contractor shall notify the contracting officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:
 - (1) for such period as the laws of the state in which this contract is to be performed prescribe; or
 - (2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.
- (c) The contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a judiciary installation and shall require subcontractors to provide and maintain the insurance required in the schedule or elsewhere in the contract. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

(end)

JP3 Clause 6-25, Insurance - Liability to Third Persons

As prescribed in 6.3.2.c.(2), insert this clause in Section I of solicitations and contracts.

Insurance - Liability to Third Persons (JAN 2003)

- (a) (1) Except as provided in paragraph (a)(2) of this clause, the contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the contracting officer may require under this contract.
- (2) The contractor may, with the written approval of the contracting officer, maintain a self-insurance program, provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority.
- (3) All insurance required by this paragraph shall be in a form and amount and for those periods as the contracting officer may require or approve and with insurers approved in writing by the contracting officer.
- (b) The contractor agrees to submit for the contracting officer's written approval, to the extent and in the manner required by the contracting officer, any other insurance that is maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement.
- (c) The contractor shall be reimbursed:
 - (1) for that portion:
 - (i) of the reasonable cost of insurance allocable to this contract; and
 - (ii) required or approved in writing under this clause; and
 - (2) for certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities shall arise out of the performance of this contract, whether or not caused by the negligence of the contractor or of the contractor's agents, servants, or employees, and shall be represented by final judgments or settlements approved in writing by the judiciary. These liabilities are for:
 - (i) loss of or damage to property (other than property owned, occupied, or used by the contractor, rented to the contractor, or in the care, custody, or control of the contractor); or
 - (ii) death or bodily injury.
- (d) The judiciary's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract will be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
- (e) The contractor will not be reimbursed for liabilities (and expenses incidental to such liabilities):

- (1) for which the contractor is otherwise responsible under the express terms of any clause specified in the schedule or elsewhere in the contract;
 - (2) for which the contractor has failed to insure or to maintain insurance as required by the contracting officer; or
 - (3) that result from willful misconduct or lack of good faith on the part of any of the contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of:
 - (i) all or substantially all of the contractor's business;
 - (ii) all or substantially all of the contractor's operations at any one plant or separate location in which this contract is being performed; or
 - (iii) a separate and complete major industrial operation in connection with the performance of this contract.
- (f) The provisions of paragraph (e) of this clause will not restrict the right of the contractor to be reimbursed for the cost of insurance maintained by the contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; *provided*, that such cost is allowable under the “Allowable Cost and Payment” clause (JP3 Clause 4-60) of this contract.
- (g) If any suit or action is filed or any claim is made against the contractor, the cost and expense of which may be reimbursable to the contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the contractor shall:
- (1) immediately notify the contracting officer and promptly furnish copies of all pertinent papers received;
 - (2) authorize judiciary representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
 - (3) authorize judiciary representatives to settle or defend the claim and to represent the contractor in or to take charge of any litigation, if required by the judiciary, when the liability is not insured or covered by bond. The contractor may, at its own expense, be associated with the judiciary representatives in any such claim or litigation.

(end)

JP3 Clause 6-30, Insurance

As prescribed in 6.3.2.c.(3), insert this clause in Section I of solicitations and contracts.

Insurance (JAN 2003)

- (a) The contractor shall carry and maintain, during the entire period of performance under this contract, adequate insurance as follows:

Workman's Compensation and Employee's Liability Insurance Contractors are required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy.

Employer's liability coverage of at least \$100,000 per incident is required.

Automobile Liability Insurance The contractor is required to have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

General Liability Insurance The contractor is required to have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

Self-Insurance If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

- (b) Upon request, the contractor shall provide the following information to the contracting officer prior to beginning performance under this contract: 1) insurance carrier certification of the above minimum amounts, and 2) evidence of a commitment by the insurance carrier to notify the contracting officer in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than 30 days before such change, expiration or cancellation is effective.
- (c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

(end)

JP3 Clause 6-35, Errors and Omissions

As prescribed in 6.3.4.e., insert this clause in Section I of solicitations and contracts.

Errors and Omissions (JAN 2003)

- (a) The contractor warrants that it is insured for \$200,000 (unless a different amount is set forth in the schedule) for errors and omissions per claim in an amount in excess of the minimum set forth in the schedule in the performance of this contract.
- (b) Unless the contractor's policy is prepaid, noncancellable, and issued for a period at least equal to the term of this contract on an occurrence basis, the contractor shall have the policy amended to include substantially the following provision:
 - "It is a condition of this policy that the company furnish written notice to the _____ (fill in the name of the finance office for the individual court unit, federal public defender organization, or the Administrative Office, whichever required the insurance) 30 days in

advance of the effective date of any reduction in or cancellation of this policy."

- (c) The contractor shall furnish a certificate of insurance or, if required by the contracting officer, true copies of liability policies and manually countersigned endorsements of any changes. Insurance shall be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal shall be furnished not later than five days before a policy expires.

(end)

JP3 Clause 6-40, Federal, State, and Local Taxes

As prescribed in 6.4.3.d.(2) and 6.4.4.(1), insert this clause in Section I of solicitations and contracts.

Federal, State, and Local Taxes (JAN 2003)

- (a) "Contract date" means the effective date of this contract or modification.
"All applicable federal, state, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.
"After-imposed federal tax," as used in this clause, means any new or increased federal excise tax or duty, or tax that was exempted on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.
"After-relieved federal tax," as used in this clause, means any amount of federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the contractor is not required to pay or bear, or for which the contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
"Local taxes," as used in this clause, means any taxes that a local governing organization (i.e. city or county) taxing authority is imposing and collecting on the transactions or property covered by this contract.
- (b) The contract price includes all applicable federal, state, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed federal tax, provided the contractor warrants in writing that no amount for such newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after-relieved federal tax.

- (e) The contract price shall be decreased by the amount of any federal excise tax or duty, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the contracting officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The contractor shall promptly notify the contracting officer of all matters relating to any federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the contracting officer directs.
- (h) The judiciary shall, without liability, furnish evidence appropriate to establish exemption from any federal, state, or local tax when the contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(end)

JP3 Clause 6-45, Federal, State, and Local Taxes (Noncompetitive Contract)

As prescribed in 6.4.3.d.(2) and 6.4.4.(2), insert this clause in Section I of solicitations and contracts.

Federal, State, and Local Taxes (Noncompetitive Contract) (JAN 2003)

- (a) "Contract date," as used in this clause, means the effective date of this contract and, for any modification to this contract, the effective date of the modification.
"All applicable federal, state, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.
"After-imposed tax," as used in this clause, means any new or increased federal, state, or local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.
"After-relieved tax," as used in this clause, means any amount of federal, state, or local tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the contractor is not required to pay or bear, or for which the contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
"Excepted tax," as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales,

property taxes assessed on completed products covered by this contract, or any tax assessed on the contractor's possession of, interest in, or use of property, title to which is in the judiciary.

“Local taxes,” as used in this clause, means any taxes that a local governing organization (i.e. city or county) taxing authority is imposing and collecting on the transactions or property covered by this contract.

- (b) Unless otherwise provided in this contract, the contract price includes all applicable federal, state, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed tax, or of any tax or duty specifically excluded from the contract price by a term or condition of this contract that the contractor is required to pay or bear, including any interest or penalty, if the contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the contractor's fault, negligence, or failure to follow instructions of the contracting officer.
- (d) The contract price shall be decreased by the amount of any after-relieved tax. The judiciary shall be entitled to interest received by the contractor incident to a refund of taxes to the extent that such interest was earned after the contractor was paid by the judiciary for such taxes. The judiciary is entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the judiciary.
- (e) The contract price shall be decreased by the amount of any federal, state, or local tax, other than an excepted tax, that was included in the contract price and that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the contracting officer.
- (f) No adjustment will be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The contractor shall promptly notify the contracting officer of all matters relating to federal, state, and local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the contracting officer directs. The contract price will be equitably adjusted to cover the costs of action taken by the contractor at the direction of the contracting officer, including any interest, penalty, and reasonable attorneys' fees.
- (h) The judiciary will furnish evidence appropriate to establish exemption from any federal, state, or local tax when:
 - (1) the contractor requests such exemption and states in writing that it applies to a tax excluded from the contract price; and
 - (2) a reasonable basis exists to sustain the exemption.

(end)

JP3 Provision 6-50, Representation of Rights in Data

As prescribed in 6.5.3.a. & b., and 6.5.4.a. insert this provision in Section K of solicitations.

Representation of Rights in Data (JAN 2003)

- (a) The offeror shall complete paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted rights computer software in the offeror's response is not determinative of the status of such data, shall a contract be awarded to the offeror.
- (b) The offeror has reviewed the requirements for the delivery of data or software and states (*offeror checks appropriate block*):
- None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
 - Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

- (c) These data are submitted with limited rights under this Contract. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes: _____
(end)

JP3 Clause 6-55, Delivery of Limited Rights and Restricted Computer Software

As prescribed in 6.5.4.e. include this clause in Section I of solicitations and contracts.

Delivery of Limited Rights and Restricted Computer Software (JAN 2003)

To the extent that the contractor has, in its offer, identified pre-existing proprietary data or restricted computer software pursuant to Provision 6-50, "Representation of Rights in Data" of the solicitation, the contracting officer, or a duly authorized representative, until the expiration of three years after final payment of this contract, will have the right to examine any books, records, documents or other data supporting the contractor's claim(s) hereunder. Notwithstanding the contractor's rights and claims of, and the judiciary's agreement to protect, pre-existing proprietary data or software, the judiciary will have unlimited or unrestricted rights without additional contractor compensation, to any data or software identified above, that is:

- (1) obtained independent of this contract;
- (2) in the public domain; or

- (3) determined, subsequent to the effective date of this contract, to not have qualified as pre-existing data or software or a derivative of pre-existing data or software to which the contractor would have such proprietary rights.

(end)

JP3 Clause 6-60, Rights in Data - General

As prescribed in 6.5.1.d., 6.5.5.a. and 6.5.6.(1), insert this clause in Section I of solicitations and contracts.

Rights in Data - General (AUG 2004)

- (a) The government has unlimited rights in:
 - (1) technical data first produced in the performance of this contract (except to the extent that they constitute minor modifications of data that are limited rights data);
 - (2) form, fit, and function data delivered under this contract; except that all form, fit, and function data describing limited rights data shall be delivered with unlimited rights;
 - (3) technical data delivered under this contract that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - (4) all other technical data delivered under this contract, unless provided otherwise.
- (b) The contractor shall have the right to:
 - (1) use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless otherwise provided in this clause or expressly set forth in this contract;
 - (2) the contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contains restrictive markings, the contractor shall treat the data in accordance with such markings, unless otherwise specifically authorized in writing by the contracting officer.
- (c) *Copyright*
 - (1) *Data first produced in the performance of this contract* Unless otherwise provided, the contractor may establish, without prior approval of the contracting officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or other similar works. The prior, express, written permission of the contracting officer is required to establish claim to copyright in all other data first produced in the performance of this contract. When claim to copyright is made, the contractor shall affix the applicable copyright notices and acknowledgment of government

sponsorship (including contract number) to the data when such data are delivered to the government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For such copyrighted data, the contractor grants to the government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the government.

- (2) *Data not first produced in the performance of this contract* The contractor shall not, without prior written permission of the contracting officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains a copyright notice, unless the contractor identifies such data to the judiciary and grants to the judiciary, or acquires on its behalf, a license to reproduce, prepare derivative works, distribute copies to the public, and display and perform publicly, by or on behalf of the government.
- (d) *Unauthorized Marking of Data*
- (1) If any technical data delivered under this contract are marked with the notice specified in paragraph (f) below and the use of such a notice is not authorized by this clause, or if the data has any unauthorized restrictive markings, the contracting officer may at any time either return the data or cancel the markings. The contracting officer shall afford the contractor 30 days to provide a written justification to substantiate the propriety of the markings. Failure to timely respond may result in the cancellation of the markings.
- (e) *Omitted or Incorrect Markings*
- (1) Technical data delivered to the judiciary without limited rights notice authorized by paragraph (f) below, or the copyright notice required by paragraph (c) above, will be deemed to have been furnished with unlimited rights, and the judiciary assumes no liability for disclosure outside the judiciary. The contractor may request, within six months after delivery of the data, permission to have notices placed on qualifying data and the contracting officer may agree to do so if the contractor:
- i) acknowledges that the judiciary has no liability with respect to the disclosure, use, or reproduction of any such data made before the addition of the notice.
 - ii) demonstrates that the omission of the notice was inadvertent; and
 - iii) establishes that the use of the proposed notice is authorized.
- (f) *Protection of Limited Rights Data* When technical data are specified to be delivered under this contract and such data qualify as limited rights data, the contractor shall affix the following Limited Rights Notice to the data:

These technical data are submitted with limited rights under contract number _____. These data may be reproduced and used by the

judiciary with the express limitation that they will not be used for purposes other than those specified herein: _____

This notice shall be marked on any reproduction of these data.

(g) *Protection of Restricted Computer Software* When restricted computer software are specified to be delivered under this contract and such software is determined to qualify as restricted computer software, the contractor shall affix the following notice to the data:

- (1) This computer software is submitted with restricted rights under contract number _____. It may ___may not ___be used, reproduced, or disclosed by the judiciary except as provided in paragraph (2) of this Notice or as otherwise expressly stated in the contract.
- (2) This computer software may be:
 - (a) used or copied for use in or with the computer(s) for which it was acquired, including use at any judiciary installation to which such computer(s) may be transferred;
 - (b) used or copied for use in a backup computer if any computer for which it was acquired is inoperative;
 - (c) reproduced for safekeeping (archives) or backup purposes;
 - (d) modified, adapted, or combined with other computer software, *provided* that the modified, combined or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;
 - (e) disclosed to and reproduced for use by support service contractors, provided the judiciary makes such disclosure or reproduction subject to the same restricted rights; and
 - (f) used or copied for use in or transferred to a replacement computer.
- (3) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the judiciary, without disclosure prohibitions, with the minimum rights set forth in paragraph (2) of this clause.
- (4) Any other rights or limitations regarding the use, duplication or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

- (5) This notice shall be marked on any reproduction of this computer software, in whole or in part.
(end)

JP3 Clause 6-65, Rights in Data - Special Works

As prescribed in 6.5.8.b. insert this clause in Section I of solicitations and contracts

Rights in Data - Special Works (AUG 2004)

(a) *Allocation of Rights*

(1) The government will have:

- (i) unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright;
- (ii) the right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with paragraph (c)(1) of this clause;
- (iii) the right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(b) All works first produced in the performance of this contract are the sole property of the judiciary. The contractor agrees not to assert or authorize others to assert any rights or establish any claim of copyright in these works.

(c) *Release and use restrictions* Except as otherwise specifically provided for in this contract, the contractor shall not use for purposes other than the performance of this contract, nor shall the contractor release, reproduce, distribute, or publish, any data or work first produced in the performance of this contract, nor authorize others to do so, without written permission of the contracting officer.

(d) *Indemnity* The contractor shall indemnify the government and its officers, agents, and employees acting for the government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, publication, or use of any data or works furnished under this contract; or any libelous or other unlawful matter contained in such data or works. The provisions of this paragraph do not apply unless the government provides notice to the contractor as soon as practicable of any claim or suit, affords the contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the contractor by the judiciary and incorporated in data or in works to which this clause applies.

(end)

JP3 Clause 6-70, Work for Hire

As prescribed in 5.2.1.o.(9) and 6.5.9.b. insert this clause in Section I of solicitations and contracts.

Work for Hire (JAN 2003)

The contractor agrees that the work performed under this contract is a work made for hire. The contractor further understands that as such, the work provided under the contract, including all materials, data, and other information developed, delivered, furnished, or otherwise called for under the contract, are works of the United States and are therefore in the public domain. If, for some reason, it is later determined that this is not a work made for hire, the contractor agrees to assign all rights, title, and interest in this program/project/material (whichever is applicable) to the federal judiciary.

(end)

JP3 Clause 6-75, Rights to Data in an Offer

As prescribed in 6.5.11.b. insert this clause in Section I of solicitations and contracts.

Rights to Data in an Offer (JAN 2003)

Except for data contained on pages_____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of a notice appearing thereon, the government will have unlimited rights (as defined in the “Rights in Data-General” clause in the contract) in and to the technical data contained in the offer dated _____, upon which this contract is based.

(end)