

AUTHORIZATION AND CONSENT (July 2010)

(a) The Government authorizes and consents to all use and manufacture, in performing this subcontract 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 subcontract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Seller or a subcontractor with (i) specifications or written provisions forming a part of this subcontract or (ii) specific written instructions given by the Company directing the manner of performance. The entire liability to the Government or the Company for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this subcontract 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 Seller shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.