



10 STEPS TO PROTECT IP UNDER GOVERNMENT CONTRACTS

■ Document Private Development

- R&D Project Documentation
- Accounting Records

■ Maintain Records

- Can You Find Them?
- Can You Retrieve Legacy Data?

■ Carefully Review & Draft SOWs

- Search & Evaluate Use of Term “Develop”
- “Demonstrate” not “Develop”

■ Provide Pre-Notification of Rights

- Give Pre-Award Notice of Anticipated Technology/Data Use
- Give Post-Award Notice of Unanticipated Technology/Data Use

■ Consider Advance Agreements, Including Agreements On:

- Item/Software Developed Prior to Contract
- Commercial Item/Software Status
- Rights in Data/Background Patents

■ Consider Specially Negotiated Rights, Including:

- Staggered Licenses (Limited Rights converting to Government Purposes, to Unlimited)
- Re-define “Government Purpose”
- When Govt. Purpose License Begins/Ends

■ Give Timely Notice of Inventions

■ Properly Legend Deliverable Data

■ Review Manuals for Limited/Restricted Rights Data

■ Protect Proprietary Property

- Employee/Consultant Confidentiality Agreements
- Use & Non-Disclosure Agreements
- Cross License Subcontractor Technology
- Transfer of Copyright by Employees/Consultants

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