# PART 5227 PATENTS, DATA AND COPYRIGHTS

## SUBPART 5227.70—INFRINGEMENT CLAIMS, LICENSES, AND ASSIGNMENTS

### 5227.7013 Recordation.

Originals of licenses, assignments or other documents evidencing a Government interest in patents or applications for patents shall be forwarded to the Chief of Naval Research for transmittal to the Commissioner of Patents and Trademarks.

SUBPART 5227.90—TRADEMARK RIGHTS UNDER GOVERNMENT CONTRACTS

5227.9001 Trademarks.

As provided in the DASN(P) memorandum, “Protection of Department of Navy Trademarks”

dated 27 October 2020, the contracting officer shall include the standard languages of (a)(2) or (b)(2)), as prescribed below, in the statements of work of solicitations, contracts and task or delivery orders.

(a) Standard language for “New” acquisition programs.

(1) To be inserted in all statements of work of new solicitations, new contracts, and new task or delivery orders for requirements that are part of acquisition programs (as defined in NMCARS 5207.103(d)(i)), for which:

(A) Nomenclature (e.g., type or Mission Design Series designator, approved item name, or approved popular name) has been, or is expected to be, assigned; and,

(B) The Government has not yet awarded a contract for full-rate production or equivalent using the complete nomenclature.

(2) Insert and complete the following standard language:

“The Contractor shall not assert any claim, in any jurisdiction, including but not limited to trademark infringement, based on rights the Contractor believes it has in the term(s) [Contracting Officers shall list terms(s) (typically the assigned nomenclature, or portions thereof)] (the “Designation(s)”), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design). The Contractor may not use the Designation(s) (including the word(s), name, symbol, or design) alone or in combination with other words or numbers without prior written permission from the Government.

The Government is providing the Designation(s) to the Contractor for use in connection with, and only in connection with, the activities relating to the manufacture, production, distribution, use, and packaging of the products and services identified under this contract. The Contractor shall not use the Designations for any other purpose without the prior written permission of the Contracting Officer.

The Contractor shall notify the Contracting Officer of any intent it might have to assert rights in, or file an application to register, any one of the Designation(s) in any jurisdiction. Any such notification shall be in writing and shall identify the Designation(s) (including the word(s), name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.

The Contractor shall ensure that any use of the Designation(s) by contractor will inure to the benefit of the Government.

The Contractor acknowledges that these obligations with respect to the Designation(s) shall survive the expiration, completion, closeout, or termination of this contract.”

(b) Standard language for “old” acquisition programs.

(1) To be inserted in all statements of work of new solicitations, new contracts, and new task or delivery orders for requirements that are part of all other acquisition programs (as defined in NMCARS 5207.103(d)(i)) that do not meet the criteria in 5227.9001(a)(1).

(2) Insert and complete the following standard language:

“The Contractor shall not assert any claim, in any jurisdiction, including but not limited to trademark infringement (based on rights the Contractor believes it has in the term(s) [Contracting Officers shall list term(s) (typically the assigned nomenclature, or portions thereof)] (the “Designation(s)”), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design). The Contractor acknowledges that these obligations with respect to the Designation(s) shall survive the expiration, completion, closeout, or termination of this contract.”

(c) Contracting officers shall submit all requests and notifications received from Contractors, resulting from the requirements of 5227.9001(a), to the DON Trademark and Licensing Program Office via email at [Navylicensing.fct@navy.mil](mailto:Navylicensing.fct@navy.mil).