

10. NASA and the Department are responsible for assuring necessary access for Project personnel, including their officers, agents and employees and their contractors and subcontractors, to government and contractor facilities involved in the Project.

V. Ownership and Disposal of Equipment

1. Ownership of the modified de Havilland DHC-5 Buffalo airframe will vest in NASA.

2. Ownership of the propulsion systems, less the items provided by NASA, will vest in the Department.

3. Special tooling and supporting equipment procured by each agency for the Project will vest in the procuring agency.

4. Upon completion of the test program, the aircraft systems and supporting equipment provided by each agency will be returned to the providing agency for disposal unless otherwise agreed.

5. NASA and the Department will ensure that the equipment provided to each other for purposes of the Project will be cared for and maintained in such a condition that the maximum disposal value can be obtained upon completion of the Project, due allowance being made for normal wear and tear.

VI. Continuing and Future Collaboration

1. In the event that follow-on testing programs should become desirable, both agencies will seek to establish further collaboration on such programs subject to the approval of their respective governments and will consult as to the desirability of continued involvement by the contractors engaged in the Project.

VII. Patent and Data Rights

Patents

1. NASA will acquire and control rights, throughout the world, to any invention resulting from the performance of its responsibilities under the Agreement and will promptly notify the Department of any such inventions.

2. The Department will acquire and control rights, throughout the world, to any invention resulting from the performance of its responsibilities under the Agreement and will promptly notify NASA of any such inventions.

3. With respect to such rights acquired by NASA, NASA will grant to the Department a nonexclusive, royalty-free license, together with the right to grant sublicenses throughout the world.

4. With respect to such rights acquired by the Department, the Department will grant to NASA a non-exclusive, royalty-free license, together with the right to grant sublicenses throughout the world.

Data

5. (1) Subject to sub-paragraph (2) of this paragraph, all technical data acquired to carry out this cooperative Project shall be made available without restrictions to both agencies so that the Project can be carried out as expeditiously as possible and so that both agencies are kept abreast of overall Project developments.