

Exhibit 12 (Apr 2000)

Ref: FAR 52.227-14, Alt. III

[Note: This exhibit contains subparagraph (g)(3) of the "Rights in Data--General" clause of this subcontract.]

(g)(3) (i) *Notwithstanding subparagraph (g)(1) of this clause, the subcontract may identify and specify the delivery of restricted computer software, or the Company may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Seller may affix the following "Restricted Rights Notice" to the computer software and the Company and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:*

RESTRICTED RIGHTS NOTICE

(a) This computer software is submitted with restricted rights under Government Contract No. DE-AC05-00OR22725 and subcontract No. _____.

It may not be used, reproduced, or disclosed by the Company or the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the subcontract.

(b) This computer software may be:

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) 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;

(5) Disclosed to and reproduced for use by support service contractors or subcontractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Company or the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Company and the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) 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 subcontract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

(ii) *Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:*

RESTRICTED RIGHTS NOTICE SHORT FORM

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. DE-AC05-000R22725 and subcontract No. _____ between UT-Battelle, LLC, and _____.)

(End of Notice)

(iii) *If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Company and the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Seller includes the following statement with such copyright notice: "Unpublished--rights reserved under the Copyright Laws of the United States."*