

**FEDERAL STANDARD TERMS AND CONDITIONS  
(GRANT) (REV. 12/24)**

**1. FEDERAL FUNDS**

The Grantee represents and warrants that:

- A. federal funds provided by this contract do not replace or supplant in any way any other funds, whether state, local or private, being used to provide already existing services;
- B. the services to be provided under this contract are not already available without cost; and
- C. the addition of federal funds will result in a commensurate program expansion.

**2. FEDERAL TAX INFORMATION**

If the Grantee requires access to federal tax information, as defined in 71 P.S. § 86, to provide services under this contract, Grantee shall comply with The Administrative Code of 1929 (P.L. 177, No. 175), as amended, and Section 226 (Criminal history background checks of employes and contractors with access to Federal tax information). For purposes of Section 226 of The Administrative Code of 1929, the definition of “Contractor” applies to Grantee.

**3. ASSURANCE OF CIVIL RIGHTS COMPLIANCE**

Unless otherwise authorized by the Commonwealth in writing, the Grantee shall comply with the below laws. Grantee shall include this Assurance of Civil Rights Compliance paragraph in every Subcontract unless exempted by law.

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- B. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- D. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- E. Title II and Title III of the Americans with Disabilities Act (“ADA”) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by U.S. Department of Justice regulations at 28 CFR Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government

Services) and Part 36 (Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities); and

- F. U.S. Executive Order 13166 “Improving Access to Services for Persons With Limited English Proficiency” (August 11, 2000).

**4. EQUAL OPPORTUNITY CLAUSE**

In accordance with Section C. of Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) to Part 200 of Chapter II. of Subtitle A. of Title 2 of the Code of Federal Regulations, Grantee shall comply with the following.

- A. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action includes, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Grantee shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.

- D. The Grantee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Grantee shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Grantee shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this agreement may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Grantee shall include the provisions of sub-paragraphs A. through G. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

**5. DAVIS-BACON ACT**

In accordance with Section D. of Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) to Part 200 of Chapter II. of Subtitle A. of Title 2 of the Code of Federal Regulations, Grantee shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, 3146-3148) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), as applicable.

**6. COPELAND “ANTI-KICKBACK” ACT**

In accordance with Section D. of Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) to Part 200 of Chapter II. of Subtitle A. of Title 2 of the Code of Federal Regulations, Grantee shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by the U.S. Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), as applicable.

**7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In accordance with Section E. of Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) to Part 200 of Chapter II. of Subtitle A. of Title 2 of the Code of Federal Regulations, Grantee shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702, 3704), as supplemented by the U.S. Department of Labor Regulations (29 CFR Part 5).

**8. STANDARD PATENT CLAUSE**

In accordance with 37 CFR 401.3, Grantee shall comply with the following when applicable under 37 CFR 401.1. For purposes of this Standard Patent Clause paragraph, the term “*contractor*” refers to Grantee.

A. **Definitions.** For purposes of this Standard Patent Clause paragraph, the following definitions apply:

- (i) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).
- (ii) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety

Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

- (iii) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (iv) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (v) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (vi) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- (vii) *Statutory period* means the one-year period before the effective filing date of a claimed invention in a patent application during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.
- (viii) *Contractor* means any person, small business firm, or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

**B. Allocation of Principal Rights.** The *contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

**C. Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.**

- (i) The *contractor* will disclose each subject invention to the *Federal agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention, and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*. If required by the *Federal agency*, the *contractor* will provide periodic (but no more frequently than annual) listings of all subject inventions which were disclosed to the agency during the period covered by the report, and will provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.
- (ii) The *contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (iii)
  - a. The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or

public use.

- b. If the *contractor* files a provisional application as its initial patent application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. So long as there is a pending patent application for the subject invention and the statutory period wherein valid patent protection can be obtained in the United States has not expired, additional provisional applications may be filed within the initial 10 months or any extension period granted under paragraph C.(iv) of this clause. If an extension(s) is granted under paragraph C.(iv) of this clause, the *contractor* shall file a nonprovisional patent application prior to the expiration of the extension(s) or notify the agency of any decision not to file a nonprovisional application prior to the expiration of the extension(s), or if earlier, 60 days prior to the end of any statutory period wherein valid patent protection can be obtained in the United States.
  - c. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
  - d. If required by the *Federal agency*, the *contractor* will provide the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the *contractor* has applied for a patent.
- (iv) For any subject invention with *Federal agency* and *contractor* co-inventors, where the *Federal agency* employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the *Federal agency* employing such co-inventor, at its discretion and in consultation with the *contractor*, may file such application at its own expense, provided that the *contractor* retains the ability to elect title pursuant to 35 U.S.C. 202(a).
  - (v) Requests for extension of the time for disclosure, election, and filing under paragraphs (i), (ii), and (iii) of this clause may, at the discretion of the *Federal agency*, be granted. When a *contractor* has requested

an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the *Federal agency* notifies the *contractor* within 60 days of receiving the request.

- (vi) In the event a subject invention is made under funding agreements of more than one agency, at the request of the *contractor* or on their own initiative the agencies shall designate one agency as responsible for administration of the rights of the government in the invention.

**D. Conditions When Government May Obtain Title.**

- (i) *A Federal agency* may require the *contractor* to convey title to the *Federal agency* of any subject invention—
  - a. If the *contractor* fails to disclose or elect title to the subject invention within the times specified in paragraph C. of this clause, or elects not to retain title.
  - b. In those countries in which the *contractor* fails to file patent applications within the times specified in paragraph C. of this clause; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in paragraph C. of this clause, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
  - c. In any country in which the *contractor* decides not to continue the prosecution of any nonprovisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.
- (ii) *A Federal agency*, at its discretion, may waive the requirement for the *contractor* to convey title to any subject invention.

**E. Minimum Rights to Contractor and Protection of the Contractor  
Right to File**

- (i) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in C., above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within



the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

- (ii) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (iii) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

#### **F. Contractor Action to Protect the Government's Interest**

- (i) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph D. above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (ii) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly

in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under contract in order that the *contractor* can comply with the disclosure provisions of paragraph C. of this clause, to assign to the *contractor* the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph C.(i) of this clause. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- (iii) For each subject invention, the *contractor* will, no less than 60 days prior to the expiration of the statutory deadline, notify the *Federal agency* of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, *inter partes* review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.
- (iv) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

#### **G. Subcontracts**

- (i) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor. The subcontractor will retain all rights provided for the *contractor* in

this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

- (ii) The *contractor* will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (*cite section of agency implementing regulations or FAR*).
- (iii) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph J. of this clause.

**H. Reporting on Utilization of Subject Inventions.** The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph J. of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

**I. Preference for United States Industry.** Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic

manufacture is not commercially feasible.

- J. **March-In Rights.** The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:
- (i) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
  - (ii) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
  - (iii) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
  - (iv) Such action is necessary because the agreement required by paragraph I. of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- K. **Special Provisions for Contracts with Nonprofit Organizations.** If the *contractor* is a nonprofit organization, it agrees that:
- (i) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
  - (ii) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

- (iii) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education;
- (iv) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that, when appropriate, it will give a preference to a small business firm when licensing a subject invention;
- (v) The *Federal agency* may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the *Federal agency* when the *Federal agency's* review discloses that the *contractor* could take reasonable steps to more effectively implement the requirements of paragraph K.(iv) of this clause; and
- (vi) The *Federal agency* may take into consideration concerns presented by small businesses in making such determinations in paragraph K.(v) of this clause.

L. **Communication.** Grantee may contact the Project Officer of the Pennsylvania Department of Health for this agreement on matters relating to this Standard Patent Clause.

M. **Electronic Filing**

- (i) Unless otherwise requested or directed by the *Federal agency*—
  - a. The written disclosure required in C.(i) of this clause shall be electronically filed;
  - b. The written election required in C.(ii) of this clause shall be electronically filed; and
  - c. If required by the agency to be submitted, the close-out report in paragraph C.(i) of this clause and the patent information and periodic reporting identified in paragraph C.(iii) of this clause shall be electronically filed.
- (ii) Other written notices required in this clause may be electronically delivered to the agency or the *contractor* through an electronic database used for reporting subject inventions, patents, and

utilization reports to the funding agency.

**9. CLEAN AIR ACT**

In accordance with Section G. of Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) to Part 200 of Chapter II. of Subtitle A. of Title 2 of the Code of Federal Regulations, Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), as applicable.