

Limitation on Restrictive Markings

[CIS, CREI, CT, FP-NR&D, FP-R&D, LH/T&M, RSA and T&MC- 11/09]

(This Article applies to subcontract types which include the "Rights in Data- General" Article)

- (a) Information delivered or otherwise provided by the Subcontractor to JPL in connection with this Subcontract shall not contain any Restrictive Markings, except as permitted by section (b) below or as required by law. As used in this Article, "Restrictive Markings" means any marking, legend or other indicia intended to limit use of the information. For example, "Restrictive Markings" may include, but are not limited to, "Proprietary," "Confidential," or substantially equivalent designation, as well as the Limited and Restricted Rights Notices that may be set forth in the "Rights in Data – General" Article of this Subcontract. Restrictive Markings not permitted by section (b) below impose no obligations or restrictions on JPL's use and disclosure of information, and, unless otherwise agreed in writing, JPL is entitled to disregard and/or remove such unpermitted Restrictive Markings on information in its possession at any time without notice to the Subcontractor.
- (b) The following Restrictive Markings shall be permitted under this Subcontract:
 - (1) The Limited Rights Notice permitted under paragraph (g)(2) of the "Rights In Data – General" Article, if included in this Subcontract.
 - (2) The Restricted Rights Notice permitted under paragraph (g)(3) of the "Rights in Data – General" Article, if included in this Subcontract.
 - (3) "Proprietary," "Confidential," or substantially equivalent designations may be included on Subcontractor's financial, administrative, cost, pricing or management information relating to the administration of this Subcontract. Any such Restrictive Markings must specifically identify the type of financial or administrative information, for example, "[SUBCONTRACTOR NAME] Proprietary Cost Information."
 - (4) Copyright notices to the extent permitted by paragraph (c) of the "Rights In Data – General" Article in this Subcontract.
 - (5) [RESERVED]
- (c) JPL retains the right to challenge any Restrictive Markings identified in section (b) above. Challenges to such markings shall be made in accordance with the procedures set forth in paragraph (e) of the "Rights in Data – General" Article in this Subcontract.
- (d) Where information contains both unrestricted and restricted data subject to the Restrictive Markings permitted in section (b) above, the Subcontractor shall mark only those pages, parts or portions of the information that are subject to restrictions permitted in section (b).
- (e) Upon the execution of this Subcontract, all prior confidentiality agreements between JPL and the Subcontractor relating to or otherwise encompassing the subject matter of this Subcontract are hereby terminated. The obligation to maintain confidentiality of any information disclosed pursuant to such agreements shall survive termination and continue for the nondisclosure period set forth therein or, if none is specified, for the term of this Subcontract. Notwithstanding the foregoing, should use of information previously delivered by Subcontractor to JPL under a confidentiality agreement be deemed necessary for the performance of this subcontract, the Subcontractor must identify in writing to JPL which Restrictive Markings permitted in section (b)(1)-(4) above apply, if any, within thirty (30) days of the execution of this Subcontract.