

compliance with the rules and policies of the USPTO and will not encourage or permit anyone to use or rely on the certificates (other than the USPTO).

I understand that I am responsible for each designated employee's use of the USPTO certificates. I will take reasonable steps to ensure compliance of the requirements set forth in this agreement by each designated employee, including the restrictions on the software use in section 5 and the restrictions on the export (including deemed export) of technology and software included in patent applications in section 6. If a designated employee is not a U.S. citizen, I understand that the designated employee's access to the technology and software constitutes an export. See section 6 of this agreement.

I agree not to use or permit the use of my USPTO certificates in connection with the unauthorized practice of law. For example, I will not grant permission to an invention promotion company or an invention promoter to use my USPTO certificates. I also understand that if I am a practitioner, violations of the USPTO ethics rules set forth in Parts 10 and 11 of 37 CFR may subject me to disciplinary action. If I have been granted limited recognition by the Office, I agree not to use the digital certificate beyond the limits of the rights I have been granted.

I understand that my USPTO certificates will be used to access records and systems on a U.S. Government computer system and that unauthorized use or use beyond the purpose authorized may subject me to criminal penalties under U.S. Law and/or disciplinary action.

4. *Revocation of Certificates:* The USPTO may revoke my certificates at any time without prior notice if:

- (a) Any of the information I supply in my certificate request changes;
- (b) The USPTO knows or suspects that my private key has been compromised;
- (c) The private key of the issuing USPTO Certificate Authority has been compromised;
- (d) The signing certificate of the issuing USPTO Certificate Authority is revoked;
- (e) I fail to comply with my obligations under this Agreement or the rules or policies of the USPTO, including the EFS-Web Legal Framework; or
- (f) For any other reason the USPTO deems necessary.

The USPTO will promptly notify me of the revocation. Such revocation does not affect the authenticity of a transmission made or a message I digitally signed before certificate revocation.

I may surrender my certificates at any time by written submission to the USPTO at: Certificate Services Request, U.S. Patent and Trademark Office, Mail Stop EBC, PO Box 1450, Alexandria, VA 22313-1450.

5. *Software use:* I agree to honor (and to make sure that each designated employee will honor) any applicable copyright, patent, or license agreements with respect to any software provided to me by the USPTO, and will not (and will make sure that each designated employee will not) tamper with, alter, destroy, modify, reverse engineer, or decompile such software in any way. I agree not to use (and agree to make sure that each designated employee will not use) the

software for any purpose other than communication with the USPTO.

6. *Restrictions on the Export (Including Deemed Export) of Technology and Software Included in Patent Applications:* I understand that technology and software included in unpublished patent applications may be subject to export controls set out in the Export Administration Regulations (15 CFR parts 730-774). Access to such technology and software by any person located outside the United States or by a foreign national inside the United States constitutes an export that may require a license from the U.S. Commerce Department's Bureau of Industry and Security ("BIS"). I agree not to use (and to make sure that each designated employee will not use) or permit the use of the USPTO certificate in a manner that would violate or circumvent the Export Administration Regulations.

Information regarding U.S. export controls and their application to technology and software included in patent applications is available from BIS. Please see BIS's Web site, available at <http://www.bis.doc.gov>, or contact BIS's Office of Exporter Services at 202-482-4811.

7. *Availability:* I understand that the USPTO does not warrant or represent 100% availability of the USPTO Public Key Infrastructure services due to system maintenance, repair, or events outside the control of the USPTO. Information regarding scheduled downtime, if known, will appear on the USPTO Electronic Business Center Web site. Any delays caused by downtime must be addressed through the ordinary petition process.

8. *Term of Agreement:* This Agreement may be terminated by either party upon proper notice. In the case of a termination by the USPTO, notice may be provided by any reasonable means, including a posting on the USPTO Web site.

9. *General:* If any provision of this Agreement is declared by a court to be invalid, illegal, or unenforceable, all other provisions shall remain in full force and effect.

The USPTO reserves the right to refuse to issue certificates. The USPTO reserves the right to cancel this program at any time. Modifications to this agreement will be posted on the USPTO Web site at <http://www.uspto.gov/ebc/efs>. Continued use of the system after posting will constitute agreement to the updated terms.

10. *Requests:* Requests for issuance of certificates, revocation of certificates or key recovery shall be sent to the USPTO Registration Authority at:

Certificate Services Request, U.S. Patent and Trademark Office, Mail Stop EBC, PO Box 1450, Alexandria, VA 22313-1450.

11. *Dispute Resolution and Governing Law:* This Agreement shall be governed by and construed in accordance with the laws of the United States of America.

III. *Additional Information:* The USPTO appreciates the suggestions and inquiries from users. The USPTO will continue to provide clarifications, answers to frequently asked questions,

and other helpful information on the USPTO Web site. Users are encouraged to check the USPTO Web site for more information and contact the Patent Electronic Business Center for questions related to the usage of PKI certificates or USPTO electronic systems.

Dated: December 11, 2009.

David J. Kappos,

Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office.

[FR Doc. E9-30026 Filed 12-16-09; 8:45 am]

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CONSUMER PRODUCT SAFETY COMMISSION

Sunshine Act Meetings

TIME AND DATE: Wednesday, December 16, 2009, 9 a.m.–12 noon.

PLACE: Hearing Room 420, Bethesda Towers, 4330 East West Highway, Bethesda, Maryland.

STATUS: Commission Meeting—Open to the Public.

MATTERS TO BE CONSIDERED: 1. Pending Decisional Matters:

- (a) Interim Enforcement Policy on Component Testing and Certification (of Lead Paint and Content);
 - (b) Commission Action on Existing Stay of Testing and Certification;
 - (c) Final Rule Registration Cards.
2. Lead in Electronic Devices—Final Rule.

3. Mandatory Recall Notice—Final Rule.

A live Webcast of the Meeting can be viewed at <http://www.cpsc.gov/webcast/index.html>. For a recorded message containing the latest agenda information, call (301) 504-7948.

CONTACT PERSON FOR MORE INFORMATION: Todd A. Stevenson, Office of the Secretary, U.S. Consumer Product Safety Commission, 4330 East West Highway, Bethesda, MD 20814, (301) 504-7923.

Dated: December 9, 2009.

Todd A. Stevenson,
Secretary.

[FR Doc. E9-29942 Filed 12-16-09; 8:45 am]

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CONSUMER PRODUCT SAFETY COMMISSION

Sunshine Act Meetings

TIME AND DATE: Wednesday, December 16, 2009, 2-4 p.m.

PLACE: Hearing Room 420, Bethesda Towers, 4330 East West Highway, Bethesda, Maryland.