

AEDC H050. RIGHTS IN INFORMATION AND DATA (DATE: TBD)

(a) The contractor shall transfer ownership to the Government of all technical data, computer software, and computer software documentation as defined in DFARS 252.227-7013 and 252.227-7014, and any and all other data of any description or form, including, but not limited to, all sketches, notebooks, designs, drawings, specifications, blueprints, models, negatives, photographs, findings, memoranda, reports, recommendations, automated data processing equipment (ADPE) programs, as well as all copies of the foregoing, created, produced, developed, delivered, furnished, or provided under this contract, unless otherwise identified by the contractor pursuant to DFARS 252.227-7017 as being furnished with Government purpose rights, limited rights, or restricted rights under either DFARS 252.227-7013 or DFARS 252.227-7014. Except for technical data, computer software, or computer software documentation identified by the contractor under DFARS 252.227-7017 as being furnished with Government purpose rights, limited rights, or restricted rights, the contractor retains no right, title, or interest in and to such data, computer software, and computer software documentation which becomes the property of the Government. This property shall be delivered by the contractor to the Government in accordance with the terms of this contract, upon completion or termination of this contract or when otherwise directed by the Contracting Officer. The Government reserves its right to take delivery of this data, computer software, and computer software documentation via Contract Data Requirements Lists (CDRLs) or as deferred delivery at the point the Government chooses. As owner, the Government may use, reproduce, or disclose the data, computer software, and computer software documentation covered by this clause in any way and for any purpose it may desire with the exception that competition sensitive data, marked as such by the contractor and so agreed to by the Government, such as personal data on individuals, payroll records, management methodology, and organizational approaches, or data, computer software or computer software documentation identified pursuant to DFARS 252.227-7017, shall not be disclosed outside the Government. The contractor shall mark the number of this contract on all data, computer software, and computer software documentation delivered hereunder. Any data, computer software, or computer software documentation belonging to third parties and furnished to the contractor by the Government in performance of this contract shall be treated as property of the Government.

(b) Except as specifically authorized by this contract, or as otherwise approved in writing by the Contracting Officer, all information and data furnished by the Government to the contractor in the performance of this contract shall be used only in connection with the work under this contract and shall be protected by the contractor from unauthorized use, release, duplication, or disclosure.

(c) The contractor shall take appropriate measures to ensure that its personnel, who have or might reasonably have access to such information and data referred to in paragraph (b) above, agree to honor the contractor's commitment and safeguard such information and data (See Section H Clause H115, Organizational Conflict of Interest (DATE: TBD)).

(d) If the contractor acquires technical or other data, computer software, or computer software documentation necessary for the performance of this contract from any third party through

license or otherwise, in addition to providing the Government with rights or title to such data, computer software, or computer software documentation in accordance with subparagraph (a) of this clause, the contractor shall also obtain all rights necessary to allow such rights in data, computer software, and computer software documentation to be assigned to any successor contractor to this contract.

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