

ATTACHMENT 2 – RIGHTS in DATA (Including Technical Data, Computer Software, and Computer Software Documentation)

(a) Table 1 identifies the rights the U.S. Government will acquire to all C-HOBS non-commercial development, production and sustainment technical data, computer software and computer software documentation used or created in performance of this contract and delivered to the Government. Table 2 identifies the rights the U.S. Government may acquire to all commercial technical data, computer software and computer software documentation delivered to the Government under this contract. Table 3 identifies the rights the U.S. Government will acquire to cost, financial and schedule data.

(1) The contractor agrees that its proposed price for any rights procured and described in Tables 1, 2 and 3 includes all direct and indirect costs and profit/fee for the rights to use, modify, perform, display, or disclose the technical data and computer software inside and outside the Government consistent with the license identified. Any statements to the contrary in any attachment to this contract are hereby null and void.

(2) If any of the technical data or computer software listed below is changed (e.g., updates software maintenance patches, versions changes, new releases, substitutions) the contractor shall deliver the rights to the changed technical data or computer software at no additional cost to the U.S. Government.

(3) When used in columns 3 and 4 of table 1 the symbol (“__”) indicates that the U.S. Government is not entitled to purchase the technical data/computer software rights for itself associated with that CDRL. A \$0 (zero) indicates that the rights associated with that CDRL are available to the U.S. Government at no cost. An “N/A” means “Not Applicable” (i.e., the CDRL does not contain technical data or computer software).

Table 1

Rights in Technical Data, Computer Software and Computer Software Documentation

Column 1	Column 2	Column 3	Column 4
CDRL	DATA ITEM TITLE	ASSERTED RIGHTS CATEGORY	PRICE
**01	Engineering Change Proposal	Unlimited	
**02	Request for Variance (RFV)	Unlimited	
**03	Supplier’s Configuration Management Plan (CMP)	Offeror to Complete	
**04	Data Accession List/Internal Data	Unlimited	
**05	Configuration Status Accounting (CSA) Information	Unlimited	

**06	Safety Assessment Report (SAR)	Unlimited	
**07	System Safety Program Progress Report (SSPPR)	Unlimited	
**08	Failure Mode, Effects, Criticality Analysis (FMECA) Report	Unlimited	
**09	System Safety Program Plan (SSPP)	Unlimited	
**10	System Safety Hazard Analysis Report (SSHAR)	Unlimited	
**11	Explosive Ordnance Disposal Data	Unlimited	
**12	Explosive Hazard Classification Data Report (EHCDR)	Unlimited	
**13	System Engineering Management Plan (SEMP)	Unlimited	
**14	System/Subsystem Performance Specification (SPS)	Unlimited	
**15	Program Protection Implementation Plan (PPIP)	Unlimited	
**16	Failure Reporting, Analysis and Corrective Action System Report (FRACAS)	Unlimited	
**17	Contractor Production Transition Plan (CPTP)	Offeror to Complete	
**18	Quality Assurance Program Plan (QAPP)	Unlimited	
**19	Quality Assessment Report (QAR)	Unlimited	
**20	Diminishing Manufacturing Source and Material Shortage Implementation Plan	Unlimited	
**21	Manufacturing Plan (MP)	Offeror to Complete	
**22	Conference Agenda/Minutes	Unlimited	
**23	Ammunition Data Card	Unlimited	
**24	Ammunition Demilitarization and Disposition Plan	Unlimited	
**25	Test Plans (TPs)	Unlimited	
**26	Test / Inspection Reports (TIPs)	Unlimited	
**27	Environmental Health and Safety Plan (EHSP)	Offeror to Complete	
**28	Contractor Risk Management Status Report (CRMSR)	Offeror to Complete	
**29	Lead-Free Control Plan (LFCP)	Offeror to Complete	
**30	Reliability and Maintainability Test Plan (RMTP)	Offeror to Complete	
**35	Product Drawing/Models and Associated Lists; Tailor (i.e. Tech Data Package (TDP) & Test Requirement Document (TRD))	Unlimited	
**36	Software Product Specification	Offeror to Complete	
**37	Software Design Description (SDD)	Offeror to Complete	

**38	Software Development Plan (SDP)	Offeror to Complete	
**39	Software Test Description (STD)	Unlimited	
**40	Software Test Plan (STP)	Unlimited	
**41	Software Test Report (STR)	Unlimited	
**42	Supply Chain Management Plan (SCMP)	Unlimited	
**43	System Software Integration Plan	Offeror to Complete	
**44	Special Inspection Equipment (SIE) Drawings/Models & Associated Lists	Unlimited	
**45	Technical Manuals (Source Data)	Unlimited	

(4) RESERVED

(5) Rights in commercial technical data, commercial computer software and commercial computer software documentation. In addition to the rights the Government will obtain in commercial item technical data, computer software and computer software documentation listed in Table 2 and contained in Appendix A to this attachment, the Government will acquire the following rights to that technical data and computer software notwithstanding any statements to the contrary in any licenses listed in Table 2 that are contained in Appendix A:

(i) The Government shall have the right to use, perform, display or disclose that commercial item technical data, in whole or in part, within the Government.

(ii) The Government may not, without written permission of the contractor, release or disclose the commercial item technical data and commercial computer software outside the Government, modify, disassemble, decompile, or reverse engineer the commercial item technical data and commercial computer software or authorize other persons to do so, use the commercial item technical data and computer software for manufacture, or authorize the commercial item technical data and computer software to be used by another party, except that the Government may reproduce, release or disclose such data and software or authorize the use or reproduction of such data and software by the following persons outside the Government (including their subcontractors) to perform their respective contract(s) listed below:

A&AS Support in support of Armament Directorate (EB), Eglin AFB, FL:
Engineering, Professional and Administrative Support Services (EPASS) - Odyssey Consulting Group Inc. Contract #: FA8622-15-F-8120

Team Odyssey includes the following partners: Alion, DCS, Macaulay-Brown, IPTA, Paragon, MTS, Qualis and Bodgon

A&AS Support in support of Armament Directorate (EB), Hill AFB, UT: Engineering Professional and Administrative Support Services (EPASS) – HX5; Contract #: FA8622-15-F-81110

The contractor agrees that the Government shall have the right to unilaterally add or delete contractors from those subsections at any time subject to the quantity listed for the applicable item in Column 4 of Table 2, and its exercise of that right shall not entitle the Contractor or its subcontractors to an equitable adjustment or a modification of any other terms and conditions of this contract.

(iii) The duration of all such licenses shall be, at minimum, for the period of performance of this contract unless the license specifies a longer period for the total quantity listed in Column 4 of Table 2 associated with the CDRLs/CLINs listed in Column 1 of that table. The contractor will be relieved of all responsibilities with respect to such licenses upon the end of the period of performance of this contract at which time the Government will assume responsibility for acquiring those licenses under existing or follow-on contracts.

(iv) License rights related to technical data described in, and granted to the U.S. Government under, DFARS section 252.227-7015(b)(1) shall apply to all such technical data associated with delivered computer software including, but not limited to, user's manuals, installation instructions, and operating instructions.

(v) All such commercial item technical data, computer software and computer software documentation may be installed and used at any U.S. Government installation worldwide where C-HOBs hardware is located

(vi) Should the U.S. Government use, release or disclose of the commercial item technical data, computer software, or computer software documentation in a manner inconsistent with the terms of any of the licenses listed in Table 2 contained in Appendix A to this attachment, the U.S. Government shall not be required to de-install and stop using those items or return such items to the contractor and the contractor's remedy shall be limited to monetary damages.

The contractor shall not add, delete or replace any commercial item technical data, computer software, or computer software documentation listed in Table 2 from any CLIN or CDRL under which that technical data, computer software or computer software documentation will be delivered to the Government unless the Government has approved that addition, deletion or replacement and the contract has been modified to add, delete or replace that item from that table and delete or replace the applicable license(s) from Appendix A.

Table 2

Rights in Commercial Technical Data, Computer Software & Computer Software Documentation

Column 1	Column 2	Column 3	Column 4	Column 5
CDRL NO.	DATA ITEM TITLE (SUBTITLE)	VENDOR NAME, TECHNICAL DATA/SOFTWARE APPLICATION NAME; LICENSE NO.	Quantity	Estimated Cost
CLIN NO.	CLIN NOUN DESCRIPTION	VENDOR NAME, SOFTWARE APPLICATION NAME; LICENSE NO.	Intentionally left blank	Intentionally left blank
1000	Design and Qualification			
1000AA	Container and Packaging Design			
1001	Low Altitude Drop Test			
3000	First Article Acceptance Test			
3001AA	First Article Test Plan			
3001AB	First Article Test Report			
3001AC	First Article Required			
3001AD	C-HOBS Ordering Period 2			
3002	Trainers D1			
3003	Trainers D2			
3004	Trainers D5			
3005	Cable Kits			
3006	Spares			
4000	C-HOBS Ordering Period 3			
4001	Trainers D1			
4002	Trainers D2			
4003	Trainers D5			

4004	Cable Kits			
4005	Spares			
5000	C-HOBS Ordering Period 4			
5001	Trainers D1			
5002	Trainers D2			
5003	Trainers D5			
5004	Cable Kits			
5005	Spares			
6000	C-HOBS Ordering Period 5			
6001	Trainers D1			
6002	Trainers D2			
6003	Trainers D5			
6004	Cable Kits			
6005	Spares			
7000	C-HOBS Ordering Period 6			
7001	Trainers D1			
7002	Trainers D2			
7003	Trainers D5			
7004	Cable Kits			
7005	Spares			
7006	Life Cycle Surveillance Test Set			

(6) Special License Rights Category A (“SLRC-A”): Rights in data other than technical data, computer software or computer software documentation. The Government shall have the right to use, modify, perform, display or disclose all such data listed in Table 3 below, in whole or in part, within the Government. The Government may not, without the written permission of the contractor, release or disclose that data outside the Government, use the data for manufacture, or authorize the data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of such data by the following persons outside the Government (including their subcontractors) to perform their respective contracts(s) listed below:

A&AS Support in support of Armament Directorate (EB), Eglin AFB, FL: Engineering, Professional and Administrative Support Services (EPASS) - Odyssey Consulting Group Inc.
Contract #: FA8622-15-F-8120

Team Odyssey includes the following partners: Alion, DCS, Macaulay-Brown, IPTA, Paragon, MTS, Qualis and Bodgon

A&AS Support in support of Armament Directorate (EB), Hill AFB, UT: Engineering Professional and Administrative Support Services (EPASS) – HX5; Contract #: FA8622-15-F-81110

The contractor agrees that the Government shall have the right to unilaterally add or delete contractors (and contracts) from this list at any time, and its exercise of that right shall not entitle the contractor or its subcontractors to an equitable adjustment or a modification of any other terms and conditions of this contract.

Table 3
Rights in Delivered Cost/Financial/Schedule Data

Column 1	Column 2	Column 3
CDRL	DATA ITEM TITLE	PRICE
**31	Contract Work Breakdown Structure (CWBS)	
**32	Cost Data Summary Report (CDSR)	
**33	Contract Funds Status Report (CFSR)	
**34	Integrated Program Management Report (IPMR)	

7. Special License Rights Category B (“SLRC-B”): The Government and the persons listed below (including their subcontractors) shall have the right to review all data used by the contractor to create any CDRL or CLIN listed in Tables 1-3 required to be delivered under this contract (including, if necessary, at the contractor’s and subcontractors’ facilities) to verify the currency, accuracy and completeness of the data contained in those CDRLs/CLINs:

A&AS Support in support of Armament Directorate (EB), Eglin AFB, FL: Engineering, Professional and Administrative Support Services (EPASS): Odyssey Consulting Group, Inc. Contract #: FA8622-15-F-8120.

Team Odyssey includes the following partners: Alion, DCS, Macaulay-Brown, IPTA, Paragon, MTS, Qualis and Bodgon

A&AS Support in support of Armament Directorate (EB), Hill AFB, UT: Engineering Professional and Administrative Support Services (EPASS) – HX5; Contract #: FA8622-15-F-81110.

The estimated costs for this license is \$_____**. The contractor agrees that the Government shall have the right to unilaterally add or delete contractors (and contracts) from this list at any time, and its exercise of that right shall not entitle the contractor or its subcontractors to an equitable adjustment or a modification of any other terms and conditions of this contract.

b. Marking Requirements.

(1) If the contents of any CDRL delivered to the Government contain commercial item technical data, computer software or computer software documentation, prior to delivery, the contractor shall physically attach a copy of this attachment and a copy of the applicable commercial license(s) listed in Table 2 contained in Appendix A for that CDRL to that CDRL, and expressly highlight in red which specific items of commercial technical data located on which specific portions of that CDRL the release of which outside the Government is restricted

by that/those license(s). If a CDRL listed in Table 3 will be delivered with Special License Rights Category A described in subsection c. above, the contractor shall affix to the cover page of that CDRL the legend prescribed by DFARS section 252.227-7013(f)(4) and 252.227-7014(f)(4), delete the word “technical” from that legend, and insert the following text immediately after the phrase “License No.” in that legend: “SLRC-A”. If a document described in subsection d. is provided to the Government, the contractor shall affix to the cover page of that document the legend contained in DFARS section 252.227-7013(f)(4) and insert the following text immediately after the phrase “License No.”: “SLRC-B”. Under such circumstances, the contractor shall also physically attach a copy of this Attachment to that CDRL.

(2) The contractor acknowledges that, given the types of licenses described herein that apply to (i) specific persons for (ii) specific purposes for (iii) specific items of data (iv) delivered at specific times during performance of this contract, failure to properly affix the proper restricting marking to the appropriate data prior to delivering or otherwise providing that data to the Government exponentially increases the risk that the data will be released to unauthorized persons for unauthorized purposes. Accordingly, in addition to the release from liability contained in DFARS section 252.227-7013(b)(6) and 252.227-7014(b)(6), the contractor agrees to release the Government from liability for any release or disclosure of data other than technical data, computer software, and computer software documentation made in accordance with this Attachment if any CDRL delivered to the Government does not comply in all respects with the marking requirements specified herein.

(c) **Allocability of Costs to CLINs.** The estimated cost of the rights described above in section (a) 1-7 associated with its corresponding CDRL is built into the estimate cost of the contract which in turn is built into the estimated cost of the CLINs under which the development/creation of that CDRL will occur or has occurred. Since the estimated cost for the rights described above in section (a) 7 benefits all CLINs and all CDRLs to varying degrees, that estimated cost shall be allocated in reasonable proportion to the benefits received by each CLIN.

(3) Updates. The estimated cost of any rights in data described above includes the estimated cost of the rights in data to any changes (e.g., updates, software maintenance patches, minor version changes (e.g., from V1.1 to V1.2 not V1.1 to V2.0), substitutions) made to that data by the contractor anytime during performance of this contract.

(4) Content of licenses for computer software delivered under any CLIN. All licenses to be furnished by the contractor associated with any items containing commercial or noncommercial computer software (inclusive of firmware) delivered to the Government shall be identical to those licenses furnished by the contractor associated with any computer software (inclusive of firmware) delivered by it to the Government in CDRL **36 “Software Product Specification”.

(5) License transference. Any license associated with any technical data, computer software, or computer software documentation delivered under any CLIN shall transfer upon delivery of that CDRL or CLIN to the Government.

(6) Order of Precedence. Upon delivery of any commercial item technical data, computer software, computer software documentation, or any combination thereof, to the Government

contained in any CLIN or CDRL, the following provisions shall take precedence over conflicting provisions in any license associated with those items, notwithstanding any provisions in those licenses to the contrary through renewals or extensions, as needed, to this contract:

- (i) The Government shall have the right to use, perform, display or disclose that commercial item technical data in whole or in part, within the Government
- (ii) The Government may not, without the written permissions of the Licensor, release or disclose the commercial item technical data and commercial computer software outside the Government, use the commercial item technical data and computer software for manufacture, or authorize the commercial item technical data and computer software to be used by another party, except that the government may reproduce, release or disclose such data and software or authorize the use or reproduction of such data and software by persons outside the Government (including their subcontractors) to perform their respective contract(s) listed below:

A&AS Support in support of Armament Directorate (EB), Eglin AFB, FL:
Engineering, Professional and Administrative Support Services (EPASS): Odyssey Consulting Group, Inc. Contract #: FA8622-15-F-8120.

Team Odyssey includes the following partners: Alion, DCS, Macaulay-Brown, IPTA, Paragon, MTS, Qualis and Bodgon.

A&AS Support in support of Armament Directorate (EB), Hill AFB, UT: Engineering Professional and Administrative Support Services (EPASS) – HX5; Contract #: FA8622-15-F-81110.

The licensor agrees that the Government shall have the right to unilaterally add or delete contractors from those clauses at any time subject to the quantity listed for the applicable item in Column 4 of Table 2 of Attachment 2 to Contract FA8213-18-D-3015, and its exercise of that right shall not be entitle the Licensor to an equitable adjustment or a modification of any other terms and conditions of this contract.

- (iii) The duration of this license shall be, at minimum, for the period of performance of Contract FA8213-18-D-3015 unless the license specifies a longer period.
- (iv) License rights related to technical data described in, and granted to the U.S. Government under, DFARS section 252.227-7015(b)(1) shall apply to all such technical data associated with delivered computer software including, but not limited to, user's manuals, installation instructions, and operating instructions.
- (v) Disputes arising between the Licensee and the U.S. Government pertaining to the provisions of the License shall be subject to the Contract Disputes Act. Furthermore, the jurisdiction and forum for disputes hereunder upon delivery to the U.S. Government shall be the Armed Services Board of Contract Appeals (ASBCA) or the U.S. Court of Federal Claims (COFC), as appropriate.

- (vi) By law, the U.S. Government cannot enter into any indemnification agreement where the Government's liability is indefinite, indeterminate, unlimited and in violation of the Anti-Deficiency Act; therefore, any such indemnification provision in this License shall be void.
- (vii) In the event the Licensee files a claim with the U.S. Government on behalf of the Licensors and prevails in a dispute with the Government relating to that claim, the Licensors agree that damages and remedies awarded shall exclude attorney's fees.
- (viii) Upon receiving written consent by the U.S. Government, the Licensors may be permitted to enter Government installations for purposes such as software usage audits or other forms of inspections.
- (iv) The items provided hereunder may be installed and used at any U.S. Government installation worldwide at which C-HOBS hardware is located consistent with the provisions of the contract between U.S. Government and Licensee.
- (v) Under no circumstances shall terms of the License or any modification thereto renew automatically so as to obligate funds in advance of funds being appropriated in contravention of the Anti-Deficiency Act.
- (vi) The Licensors shall comply with, and all delivered items, shall conform to, all applicable Government Security/Classification rules and regulations applicable to this Agreement, in particular those set forth in applicable DD254 (Department of Defense, Contract Security Classification Specification).
- (vii) Should the U.S. Government use, release or disclose the items described in this License in a manner inconsistent with the terms of this License, the U.S. Government shall not be required to deinstall and stop using those items or return such items to the Licensee and the Licensors' remedy will be limited to monetary damages.
- (viii) In the event of inconsistencies between the License and Federal law, Federal law shall apply.
- (xiv) Copies of this license may be disclosed to third parties consistent with the Freedom of Information Act.
- (xv) The Government shall not be required to comply with the terms and conditions of any License that is inconsistent with any applicable laws, regulations or policies listed in DFARS section 252.204-7008 "Requirements for Contracts Involving Export-Controlled Items".
- (xvi) Any claim that Licensee files with the U.S. government on behalf of the Licensors, and any claim the U.S. Government files with the Licensors, shall be submitted within the period specified in FAR section 52.233-1 "Disputes."