52.227-17 Rights in Data-Special Works.

As prescribed in 27.409(e), insert the following clause:

Rights in *Data*-Special Works (Dec 2007)

(a) *Definitions*. As used in this clause-

Data means recorded information, regardless of form or the media on which it *may* be recorded. The term includes *technical data* and *computer software*. The term does not include information incidental to contract administration, such as financial, administrative, cost or *pricing*, or management information.

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government *shall* have-

(i) *Unlimited rights* in all *data* delivered under this contract, and in all *data* first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in *data* first produced in the performance of this contract, and to obtain assignment of copyright in that *data*, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain *data* in accordance with paragraph (d) of this clause.

(2) The Contractor *shall* have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert *claim* to copyright subsisting in *data* first produced in the performance of this contract.

(c) Copyright-

(1) *Data* first produced in the performance of this contract.

(i) The Contractor *shall* not assert or authorize others to assert any *claim* to copyright subsisting in any *data* first produced in the performance of this contract without prior written permission of the *Contracting Officer*. When copyright is asserted, the Contractor *shall* affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the *data* when delivered to the Government, as well as when the *data* are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered *data* to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in *data* first produced in the performance of this

contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the *Contracting Officer shall* direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor *shall* not, without prior written permission of the *Contracting Officer*, incorporate in *data* delivered under this contract any *data* not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such *data* and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor *shall* not use, release, reproduce, distribute, or publish any *data* first produced in the performance of this contract, nor authorize others to do so, without written permission of the *Contracting Officer*.

(e) *Indemnity.* The Contractor *shall* indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any *data* furnished under this contract; or any libelous or other unlawful matter contained in such *data*. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any *claim* or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the *claim* or suit, and obtains the Contractor's consent to the settlement of any *claim* or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in *data* to which this clause applies.

(End of clause)

Parent topic: 52.227 [Reserved]