752.227-71. Planning, Collection, and Submission of Digital Information to USAID.

As prescribed in AIDAR 727.7003, insert the following clause in Section H of solicitations and contracts:

Planning, Collection, and Submission of Digital Information to USAID (JUN 2024)

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

Computer is a fixed or mobile device that accepts digital data and manipulates the information based on a program or sequence of instructions for how data is to be processed.

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.

Data asset is a collection of data elements or data sets that may be grouped together.

Data inventory is the first component of a Data Management Plan (DMP). The data inventory is a list of high-value data assets that the contractor anticipates producing during the period of award performance.

Data management plan (DMP) is a tool that guides the identification of anticipated data assets and outlines tasks needed to manage these assets across a full data lifecycle.

Data set is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a data set may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. A data set does not include unstructured data, such as email or instant messages, PDF files, PowerPoint presentations, word processing documents, images, audio files, or collaboration software.

Digital means the coding scheme generally used in computer technology to represent data.

Digital data means quantitative and qualitative programmatic measurements that are entered directly into a computer. Examples include numeric targets established during activity design or implementation; baseline, mid-line, or final measurements created or obtained via field assessments; surveys or interviews; performance monitoring indicators as specified in the Contractor's approved AMELP; evaluation results; or perception metrics collected from beneficiaries on the quality and relevance of International Disaster Assistance and Development Assistance.

Digital information is a subset of data and means:

(i) Digital text;

(ii) Digital data;

(iii) Digital objects; and

(iv) Metadata created or obtained with USAID funding regarding international development or humanitarian assistance activities supported by this award that are represented, stored, or transmitted in such a way that they are available to a computer program.

Digital method is a means of using computer technology to gather, process, analyze, transmit, store, or otherwise use data and other forms of information.

Digital object includes digital or computer files that are available to a computer program. Examples include digital word processing or PDF documents or forms related to activity design, assessment reports, periodic progress and performance reports, academic research documents, publication manuscripts, evaluations, technical documentation and reports, and other reports, articles and papers prepared by the Contractor under this contract, whether published or not. Other examples include data sets, spreadsheets, presentations, publication-quality images, audio and video files, communication materials, information products, extensible mark-up language (XML) files, and software, scripts, source code, and algorithms that can be processed by a computer program.

Digital repository refers to information systems that ingest, store, manage, preserve, and provide access to digital content.

Digital text includes text-based descriptions of programmatic efforts that are entered directly into a computer, rather than submitted as a digital object.

Draft digital information refers to digital information that, in the professional opinion of the Contractor, does not adhere to the information quality standards such that it presents preliminary, unverified, incomplete, or deliberative findings, claims, analysis, or results that may lead the consumer of such material to draw erroneous conclusions.

Granularity refers to the extent to which digital content or objects provide access to detailed, distinct data points. Coarse granularity generally means that distinct data points reflect larger, representational units or have been joined together or aggregated, thus providing less detail. A fine level of granularity generally means that distinct data points reflect smaller, individualized units that have not been aggregated, thus providing a higher level of detail. For example, a data set containing a list of every activity conducted by week would generally exhibit a finer level of granularity than a data set listing the various categories of activities conducted by month. The degree of granularity can be relative to the contents of a specific data set and can be geographic, temporal, or across other dimensions.

Information quality standards means the elements of utility, objectivity, and integrity collectively.

Integrity is an element of the information quality standards that means information has been protected from unauthorized access or revision, to ensure that the information is not compromised through corruption or falsification.

Machine readable means data in a format that can be easily processed by a computer without human intervention while ensuring that no semantic meaning is lost.

Metadata includes structural or descriptive information about digital data or digital objects such as content, format, source, rights, accuracy, provenance, frequency, periodicity, granularity, publisher or responsible party, contact information, method of collection, and other descriptions.

Objectivity is an element of the information quality standards that means whether information is accurate, reliable, and unbiased as a matter of presentation and substance.

Personally identifiable information (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. [See Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource.] PII can include both direct identifiers (such as name, health identification numbers, etc.), and indirect identifiers (geographic location, age) that when linked with other information can result in the identification of an individual.

Publication object is a digital object that has been accepted for publication prior to the end date of this contract and whose content is based on or includes any other digital information created or obtained in performance of this contract. In the research community, a publication object is often synonymous with a quality research manuscript that has been accepted by an academic journal for publication. However, publication objects can also consist of other digital objects (*e.g.,* photos, videos, etc.) published via news media, the internet, or other venues.

Quality digital information means digital information that, in the professional opinion of the Contractor, adheres to the information quality standards and presents reasonably sound and substantiated findings, claims, analysis, or results regarding activities.

Registered with the USAID Digital Front Door (DFD) means: that—

(i) The Contractor entered all mandatory information required to obtain access to the DFD.

(ii) The Contractor agrees to abide by the DFD terms and conditions of use.

(iii) The Government has validated the Contractor's registration by providing access to the DFD.

USAID Digital Front Door (DFD), located at *dfd.usaid.gov* is a website where the Contractor transacts business with USAID, such as submitting digital information.

Utility is an element of the information quality standards that means whether information is useful to its intended users, including the general public, and for its intended purpose.

(b) *Digital information planning requirements.* The Contractor must engage in digital information planning to ensure compliance with the collection and submission of all digital information, as required under this award.

(c) *Data Management Plan (DMP)—*

(1) *What is required.* The Contractor must prepare and maintain a Data Management Plan (DMP) that reflects the digital information planning requirements outlined in paragraph (b) of this clause.

(2) *What to submit.* The DMP must be appropriate to the programmatic scope and context of the contract, and to the nature and complexity of the data to be collected or acquired in the course of the contract. The DMP must address, at a minimum, the following:

(i) Data inventory; and

(ii) If requested in writing by the Contracting Officer,

(A) Protocols for data collection, management and storage;

(B) Protocols for maintaining adequate safeguards that include the privacy and security of digital information collected under the award;

(C) Documentation that ensures other users can understand and use the data;

(D) Protocols for preserving digital information and facilitating access by other stakeholders; and

(E) Terms of use on data usage, publication, curation, or other dissemination plans.

(3) *When to submit.* The Contractor must develop and submit, at a minimum, the data inventory component of the DMP to the contracting officer for approval within ninety (90) days after contract award, unless the contracting officer establishes a different time period. The Contractor must submit the remaining components of the DMP to the contracting officer for approval, as soon as they become available. The contractor must not begin digital information collection prior to approval of the data inventory and submission of any remaining components of the DMP unless authorized in writing by the contracting officer.

(4) *When to revise.* The Contractor must revise the DMP as necessary throughout the period of performance of this contract. Any revisions to the plan must be approved by the contracting officer or contracting officer's representative as delegated.

(d) *Digital information production and collection requirements.*

(1) The Contractor must:

(i) Use only digital methods to the extent practicable to produce, furnish, acquire, or collect information in performance of this contract. If the Contractor is unable to consistently collect data using digital methods, the Contractor must obtain the contracting officer or delegated contracting officer's representative's approval for any alternative collection method.

(ii) Collect digital information at the finest level of granularity that enables the Contractor to comply with the terms of this contract.

(2) To the extent practicable, the Contractor must limit the collection of PII to only that which is necessary to comply with the requirements of the contract.

(e) *Registration requirements.* The Contractor must:

(1) Be registered with the USAID Digital Front Door (DFD) within ninety (90) days after award of this contract; and

(2) Maintain access to the DFD during the period of performance of this contract.

(f) *Submission requirements—*

(1) *What to submit.* Unless an exemption in paragraph (f)(4) of this section applies, the Contractor must:

(i) Submit digital information created or obtained in performance of this contract to USAID at the finest level of granularity at which it was collected.

(ii) Submit digital information in nonproprietary formats and digital data and data sets in machine readable formats. The Contractor may also submit proprietary formats in addition to a nonproprietary format.

(iii) Submit a copy of any usage license agreement that the Contractor obtained from any third party

who granted usage rights for the digital information.

(iv) Submit a copy of any photo or media release template that the Contractor used to obtain permission from any third party for the use of the photo or media.

(v) When the contract includes AIDAR clause 752.7012, Protection of the Individual as a Research Subject, provide a blank copy of the form, document, instructions, or other instruments used to obtain informed consent from persons whose individual information is contained in the original version of the digital object.

(vi) If applicable, provide additional details or metadata regarding:

(A) Where and how to access digital information that the Contractor submits to a USAID-approved digital repository or via alternate technology as approved by USAID's Chief Information Officer;

(B) The quality of submissions of draft digital information;

(C) Known sensitivities within digital information that may jeopardize the personal safety of any individual or group, whether the Contractor has submitted the information or has received a submission exemption;

(D) Digital information for which the Contractor was unable to obtain third party usage rights, a media release, or informed consent or which has other proprietary restrictions.

(2) *Where to submit.* The Contractor must submit digital information through the DFD, unless specifically authorized by the contracting officer in writing to submit to a USAID-approved digital repository instead or via alternate technology as approved by USAID's Chief Information Officer.

(3) *When to submit.* (i) With the exception of data sets, the Contractor must submit all other Digital Objects within 30 days of obtaining the contracting officer or delegated contracting officer representative's approval. Unless otherwise specified in the schedule of the contract or otherwise instructed by the contracting officer or delegated contracting officer's representative, the Contractor must submit data sets and all other digital information created or obtained in performance of this contract to USAID once it meets the requirements of quality digital information. Unless otherwise approved by the contracting officer in writing, within thirty (30) days after the contract completion date, the Contractor must submit all digital information not previously submitted, including both draft digital information and quality digital information required under this contract.

(ii) Upon written approval of the contracting officer or delegated contracting officer's representative, the Contractor must submit draft digital information to USAID when the “best available” information is required in order to meet time constraints or other programmatic or operational exigencies.

(4) *Exemptions.* (i) The Contractor must not submit digital information through the DFD that contains:

(A) Classified information.

(B) Personally identifiable information. The Contractor must, to the maximum extent possible, remove the association between the set of identifying data and the individual to which it applies

unless retaining such information is essential to comply with the terms of this contract and upon written approval from the contracting officer or delegated contracting officer's representative to submit this information.

(ii) If the Contractor believes there is a compelling reason not to submit specific digital information that does not fall under an exemption in this section, including circumstances where submission may jeopardize the personal safety of any individual or group, the Contractor must obtain written approval not to submit the digital information from the contracting officer.

(5) *Approval requirements.* Upon receipt of digital information submitted by the Contractor, the contracting officer or delegated contracting officer's representative will either approve or reject the submission. When a submission is rejected, the Contractor must make corrections and resubmit the required information. USAID does not consider the submission accepted until the contracting officer or delegated contracting officer's representative provides written approval to the Contractor.

(g) *Publication considerations.*

(1) If the Contractor produces a publication object, the Contractor must submit via the DFD a copy of the publication object, the publication acceptance notification, along with a link at which the final published object may be accessed.

(2) For any digital object the Contractor submits in compliance with the terms of this contract, the Contractor may request from the contracting officer or delegated contracting officer's representative an embargo on the public release of the digital object. The contracting officer or delegated contracting officer's representative may approve an embargo request that is for no more than 12 months at a time, with additional scrutiny for digital objects relied upon for journal publication. A determination on this request will be provided to the Contractor in writing.

(3) If the Contractor used a digital object previously submitted via the DFD to generate the publication object, and that digital object is governed by a pre-existing embargo, that embargo will expire on the day the publication object is scheduled for publication. USAID may elect to publish digital information on which the publication object is based as early as the date the publication object is scheduled for publication.

(h) *USAID digital collection and submission standards.* The Contractor must comply with the version of USAID's Digital Collection and Submission Standards in effect on the date of award as outlined at *data.usaid.gov/standards.* If the Contractor is unable to adhere to USAID's Digital Collection and Submission Standards, the Contractor must obtain USAID's written approval for an alternative approach.

(i) *Access to the digital information.* USAID will conduct a rigorous risk assessment of digital information that the Contractor submits to USAID to determine the appropriate permissions and restrictions on access to the digital information. USAID may release the data publicly in full, redact or otherwise protect aspects of the information prior to public release, or hold the information in a non-public status.

(j) *Obligations regarding subcontractors.*

(1) The Contractor must furnish, acquire, or collect information and submit to USAID, in accordance with paragraph (f) of this clause, all digital information produced, furnished, acquired, or collected in performance of this contract by its subcontractors at any tier.

(2) The Contractor must insert the terms of this clause, except paragraph (e) of this clause, in all

subcontracts.

(End of clause)

Alternate I (JUN 2024). As prescribed in AIDAR 727.7003, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) [Reserved]

Parent topic: Subpart 752.2—Texts of Provisions and Clauses