

This document supplements the Construction General Provisions invoked in the purchase order and applies to design build efforts. The articles herein apply with same force and effect as if they were included in the Construction General Provisions.

The following articles, as applicable, are incorporated by reference:

ARTICLE	REFERENCE
INSPECTION IN ARCHITECT-ENGINEER CONTRACTS	DEAR 952.236-71
REQUIREMENTS FOR REGISTRATION OF DESIGNERS	FAR 52.236-25
RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR	FAR 52.236-23
WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS	FAR 52.236-24

The following articles, as applicable, are incorporated by full text:

### **RIGHTS IN DATA - SPECIAL WORKS**

- (a) As used in this clause, "data," means recorded information regardless of form or the medium 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 right of Buyer 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 whatsoever, and to have or permit others to do so.
- (b) Allocation of Rights
- (1) Buyer 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 for copyright.
  - (ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such 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) Supplier shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to establish 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) Supplier agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of Buyer. When claim to copyright is made, Supplier shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgement of Buyer sponsorship (including contract number) to such data when delivered to Buyer, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. Supplier grants to Buyer and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of Buyer. (ii) If Buyer desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in (c)(1)(i) of this clause, Buyer may direct Supplier to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of such copyright to Buyer or its designated assignee.
- (2) Data not first produced in the performance of this contract. Supplier shall not, without prior written permission of Buyer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 02, unless the Supplier identifies such data and grants to Buyer, 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, Supplier shall not use for purposes other than the performance of this contract, nor shall Supplier 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 Buyer.
- (e) Indemnity. Supplier shall indemnify the Government and its officers, agents, and employees acting for Buyer 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 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 Buyer provides notice to the Supplier as soon as practicable of any claim or suit, affords the Supplier an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Supplier's consent to the settlement of any suit or claim other than as required by final decree or a court of competent jurisdiction; nor do these provisions apply to material furnished to the Supplier by Buyer and incorporated in data to which this clause applies.
- (f) Buyer recognizes that should drawings, designs, specifications, notes and other work developed in the performance of this order be used in a different location other than that specified, Buyer will be responsible for any associated risks for that differing use.

### **PHYSICAL DATA**

Data and information furnished to Supplier is for Supplier's information. Buyer shall not be responsible for any interpretation of, or conclusion drawn from, the data or information by Supplier.