

Attachment 9
Data Rights and Computer Software License
Terms and Definitions

The following definitions describe define the data rights terms used as part of this transaction:

Rights Terms and Definitions

Term	Definition
Unlimited Rights	<i>Unlimited rights</i> means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
Government Purpose Rights	<i>Government purpose rights</i> means the right to use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose technical data for United States government purposes. The five-year period, or such other period as may be negotiated, would commence upon execution of the Other Transaction Agreement that required development of the items, components, or processes or creation of the data. The Vendor will have the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this agreement for any commercial purpose during this five-year period. Upon expiration of the five-year or other negotiated period, the Government would receive unlimited rights in the technical data and computer software.
Limited Rights	<i>Limited rights</i> means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical 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 the data by persons outside the Government if—

	<p>is—</p> <p>(i) The reproduction, release, disclosure, or use</p> <p>(A) Necessary for emergency repair and overhaul; or</p> <p>(B) A release or disclosure to—</p> <p>(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or</p> <p>(2) A foreign Government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign Government is in the interest of the Government and is required for evaluation or informational purposes;</p> <p>(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and</p> <p>(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.</p>
Restricted Rights	<p><i>Restricted rights</i> applies only to noncommercial computer software and has the meaning included in Defense Federal Acquisition Regulation Supplement 252.227-7014(a)(15).</p>

Additional Terms

Term	Definition

<p>Commercial computer software</p> <p>Minor modification</p>	<p><i>Commercial Computer Software</i> means software developed or regularly used for Non-governmental purposes which—</p> <ul style="list-style-type: none"> (a) Has been sold, leased, or licensed to the public; (b) Has been offered for sale, lease, or license to the public; (c) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or (d) Satisfies a criterion expressed in paragraphs (a)-(c) of this clause and would require only minor modification to meet the requirements of this contract. <p><i>Minor modification</i> means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.</p>
<p>Computer software</p>	<p><i>Computer software</i> means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.</p>
<p>Computer software documentation</p>	<p><i>Computer software documentation</i> means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.</p>
<p>Data</p>	<p><i>Data</i> is defined as learning content (multimedia, knowledge check questions, practice exercises, and supporting materials as well as instructor answer keys, rubrics, and guides where applicable) and student activity/interaction data derived from the use of the product.</p>
<p>Developed</p>	<p><i>Developed</i> means that—</p> <ul style="list-style-type: none"> (a) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

	<p>(b) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose;</p> <p>or</p> <p>(c) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.</p>
Developed exclusively at private expense	<p><i>Developed exclusively at private expense</i> means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof:</p> <p>(a) Private expense determinations should be made at the lowest practicable level.</p> <p>(b) Under fixed-price contracts, when total costs are greater than the firm-fixed price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.</p>
Developed exclusively with government funds	<p><i>Developed exclusively with government funds</i> means development was not accomplished exclusively or partially at private expense.</p>
Noncommercial computer software	<p><i>Noncommercial computer software</i> means software that does not qualify as commercial computer software as defined in this document</p>