

PROTECTING YOUR PROPRIETARY RIGHTS

BY KEITH SZELIGA

An explanation of the government's data rights framework and a discussion of best practices for protecting your proprietary technical data and computer software rights under government contracts.



It can be more difficult than you might think to avoid granting the government broad license rights in your proprietary technical data and computer software (collectively “data”) under a defense contract.

The *Defense Federal Acquisition Regulation Supplement (DFARS)* provisions governing data rights are both complex and unforgiving. An act as seemingly innocuous as accepting a contract to develop a minor modification to an existing product, or failing to use an appropriate restrictive legend, can have the unintended consequence of allowing the government to use your proprietary technical data for competitive procurement purposes, or even to reverse engineer or decompile your proprietary computer software.

Categories of Data

The *DFARS* identifies two broad categories of information in which the government may obtain license rights—1) technical data 2) and computer software.

TECHNICAL DATA

The term “technical data” refers to any recorded information of a scientific or technical nature.¹ Technical data may be recorded on any medium (e.g., paper,

CDs, DVDs, hard drives, thumb drives, tape backups, etc.) and in any form (e.g., drawings, graphs, pictures, raw data, tables, text, etc.). Among the most important types of technical data are detailed manufacturing or process data that describes the steps, sequences, and conditions for making your items and components, or for performing your processes.² Other examples of technical data include computer software documentation; computer databases; manuals; specifications; standards; technical reports; and form, fit, and function data, which describe the characteristics of your items, components, or processes to the extent necessary to identify physically and functionally interchangeable items.³ The term “technical data” does not include computer software or data incidental to contract administration, such as financial or management information.⁴

COMPUTER SOFTWARE

“Computer software” includes source code and object code.⁵ It also includes non-code aspects of software, such as design details, algorithms, processes, flow charts, formulae, and related materials that would enable the software to be reproduced, recreated, or recompiled.⁶ Computer databases and computer software documentation are not “computer software” under the *DFARS*.⁷

Types of Government License Rights

When the government buys your supplies or services, you generally retain ownership. The government generally acquires license rights in your technical data and computer software. Although you remain free to use such data, the scope of the government’s license rights can impact significantly the government’s ability to procure your supplies or services from another contractor.

LIMITED RIGHTS (TECHNICAL DATA)

“Limited rights” allow the government to use your technical data internally.⁸ The government may not use limited rights data for manufacturing or procurement purposes, and may not disclose such data to third parties, except under very narrow circumstances (e.g., emergency repair and overhaul), subject to a prohibition on further use and disclosure.⁹ The government obtains limited rights in 1) technical data pertaining to items, components, or processes developed exclusively at private expense; and 2) technical data developed exclusively at private expense and delivered under contracts that do not require the development, manufacture, construction, or production of items, components, or processes.¹⁰

RESTRICTED RIGHTS (COMPUTER SOFTWARE)

“Restricted rights” allow the government to:

- Use a computer program on a single computer,
- Transfer a computer program to another government agency,
- Copy a computer program for archival or backup purposes, and
- Modify a computer program and obtain restricted rights in the modification.¹¹

In addition, the government may disclose restricted rights computer software to third parties under very limited circumstances, which include:

- To diagnose and correct deficiencies in a computer program;
- Combine or merge a computer program with other programs;
- Respond to “urgent tactical situations”; and
- Enable emergency repair and overhaul services.¹²

In each case, the third party that receives the software is subject to a prohibition on further use and disclosure.

The government may not use restricted rights software for any other purpose than those listed above, and thus cannot freely duplicate, reverse engineer, decompile, or disclose such computer software. The government obtains restricted rights in non-commercial computer software developed exclusively at private expense and required to be delivered or otherwise provided to the government under a contract.¹³

GOVERNMENT PURPOSE RIGHTS

“Government purpose rights” allow the government and its contractors to use your data in any activity in which the government is a party.¹⁴ Thus, the government may disclose such data to your competitors for procurement and may duplicate, reverse engineer, or decompile such computer software, but may not authorize your competitors to exploit the data commercially.¹⁵ The government obtains government purpose rights in the following circumstances:

- Technical data pertaining to items, components, or processes developed with mixed government and private funding (“mixed funds”);
- Technical data created with mixed funds under a contract that does not require the development, manufacture, construction, or production of items, components, or processes; and
- Computer software developed with mixed funds.¹⁶

Government purpose rights generally last for a specified period of time after contract award (often five years), at which point the government automatically obtains “unlimited rights.”¹⁷

UNLIMITED RIGHTS

“Unlimited rights” allow the government to use, modify, reproduce, release, perform, display, or disclosure your data “in any manner and for any purpose,” and to authorize others to do the same.¹⁸ Most importantly, the government may provide unlimited rights data to your competitors for any purpose, including competitive procurement and commercial use. Unlimited rights also allow the government to duplicate, reverse engineer, or decompile your computer software; to modify your source code; and to disclose your source code and all other aspects of your computer software to third parties without restriction.

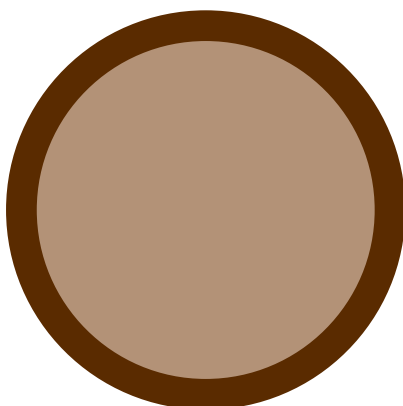
The most important categories of unlimited rights data are defined by the source of funds used for your development efforts. These include:

- Technical data pertaining to items, components, or processes developed exclusively with government funds;
- Technical data created exclusively with government funds under a contract that does not require the development, manufacture, construction, or production of items, components, or processes; and
- Computer software developed exclusively with government funds.¹⁹

- Technical data created exclusively with government funds under a contract that does not require the development, manufacture, construction, or production of items, components, or processes; and
- Computer software developed exclusively with government funds.¹⁹

The government also obtains unlimited rights in certain other categories of data, regardless of the source of funding. Examples of such categories of data include:

- Studies, analyses, and test data produced for a contract and specified as an element of performance;
- Form, fit, and function data;
- Technical data necessary for installation, operation, maintenance, or training purposes (including computer software documentation);
- Corrections or changes to government-furnished technical data and computer software; and
- Data that is otherwise publicly available or has been released or disclosed



without restrictions on further use, release, or disclosure.²⁰

These categories of unlimited rights data are typically less critical, however, because they are unlikely to enable a competitor to become an alternate source for your supplies or services.

COMMERCIAL LICENSE RIGHTS

The *DFARS* contains a specific clause for the acquisition of rights in technical data pertaining to commercial items (including commercial components and processes).²¹ The clause provides the government with unlimited rights in:

- Form, fit, and function data;
- Corrections to technical data furnished by the government; and
- Operation, maintenance, and training manuals.²²

All other types of technical data pertaining to commercial items may be used only within the government, except for emergency repair and overhaul services.²³ The applicable *DFARS* clause also prohibits the government from using technical data pertaining to commercial items for manufacturing purposes.²⁴

The *DFARS* does not contain a standard clause for commercial computer software. Instead, it allows you to deliver commercial computer software with your standard commercial license.²⁵

SPECIFICALLY NEGOTIATED LICENSE RIGHTS

“Specifically negotiated license rights” are those license rights mutually agreed to by the parties.²⁶ A defense agency cannot agree to a license that provides the government lesser rights than those obtained by the government pursuant to a limited rights license.²⁷

Two critical points emerge from the foregoing discussion:

- If you do not want your competitors to obtain particular data, then you generally must furnish that data to the government with limited, restricted, or commercial license rights; and
- In order to deliver data with limited, restricted, or commercial license rights, you must develop the underlying item, component, or process, or the relevant computer software, exclusively at private expense.

Follow-the-Funds Test

The basis for allocating data rights under the *DFARS* is commonly referred to as the “follow-the-funds” test. As reflected above, this characterization is somewhat of an oversimplification because it does not account for the categories of data that must be delivered with unlimited rights, regardless of the source of funding (e.g., form, fit, and function data). Nevertheless, it provides a useful tool for understanding the allocation of rights in the most important types of data.

Under the “follow-the-funds” test, the government receives:

- Unlimited rights in technical data pertaining to items, components, or processes (and in computer software) developed exclusively at government expense;
- Government purpose rights in technical data pertaining to items, components, or processes (and in computer software) developed with mixed funding; and
- Limited rights in technical data pertaining to items, components, or processes (and restricted rights in computer software) developed exclusively at private expense.

Understanding the “follow-the-funds” test—including the sources of funding that qualify as “private expense,” the point at which hardware and software are deemed to be “developed,” and the level of granularity at which the test applies (“segregability”)—is critical to protecting your proprietary rights.



Computer Products

Laptops

Desktops

Printers

Monitors

... and much more.

See IT. Buy IT. Get IT.

Obtaining the latest technology—such as computer hardware and accessories—is fundamental to meeting mission-critical objectives. Whether you're deploying a unit or upgrading an office, saving time is vital to success. With GSA's quickest acquisition solution, GSA Global Supply™, you're submitting requisitions to a federal agency that has already completed the procurement including the consideration of multiple sources. Your requisitions, regardless of dollar amount, satisfy all Federal Acquisition Regulation (FAR) requirements including environmental initiatives, trade agreement policies and socioeconomic goals. Our selection of over 300,000 items includes cutting-edge, brand-name offerings at competitive prices. Moreover, we offer multiple payment methods that include shipping anywhere, anytime. Best of all, *we put you in control and a step ahead to accomplish the task at hand.*

For more information, visit GSAglobalsupply.gsa.gov or (800) 525-8027



When replacing IT equipment, consider the Computers for Learning program to transfer excess equipment to schools. For information: gsa.gov/cfl



U.S. General Services Administration

PRIVATE EXPENSE

Data that pertains to commercial items is presumed to be developed at “private expense,” although this presumption is rebuttable.²⁸ A noncommercial item is considered to be “developed at private expense” if its development has been funded exclusively with the following:

- Costs properly charged to indirect cost pools (e.g., independent research and development and bid and proposal costs);
- Costs properly not allocated to a government contract (e.g., profit, equity, and costs charged to commercial contracts); or
- Any combination of the foregoing costs.²⁹

DEVELOPMENT

You can deliver data with unlimited or restricted rights only if the underlying hardware or software has been “developed” exclusively at private expense prior to the acceptance of any government funding.³⁰ If you accept government funding before your hardware or software has attained the status of being “developed,” then it will be deemed to have been developed with mixed funding and the government will obtain government purpose rights.

Hardware

An item, component, or process has been “developed,” for data rights purposes, if: 1) it “exists”; and 2) it is “workable.”³¹

Under the first prong of this test, an *item* or *component* “exists” when it has been constructed (e.g., when a prototype has been fabricated) and a *process* “exists” when it has been performed.³² Thus, it is likely that computer modeling alone cannot establish development at private expense.

Under the second prong, an item, component, or process is “workable” if there has been sufficient analysis and testing to demonstrate a high probability that it

will function as intended.³³ The extent of analysis and testing required depends on the technology and the state of the art.³⁴ Hardware that incorporates cutting-edge technologies requires more analysis and testing than hardware that incorporates technologies that are more established.

Software

A software program or module is considered “developed” if it has been: 1) operated successfully in a computer; and 2) tested to the extent necessary to demonstrate that it can be expected to perform its intended purpose.³⁵ This standard requires coding, compilation, and sufficient testing to demonstrate workability (e.g., a “beta” version). Thorough debugging is unnecessary.

The non-code aspects of computer software, such as algorithms and flowcharts, are considered “developed” if they have undergone sufficient testing or analysis to demonstrate that the software program, when coded, can be expected to perform its intended purpose.³⁶ Computer software documentation, such as user manuals and training aids, is considered “developed” when it has been written in sufficient detail to comply with the applicable contract requirements.³⁷ This requires a case-by-case analysis based on the requirements of each contract.

SEGREGABILITY

If you develop a product exclusively at private expense, and then accept government funds to develop a new component, there are two ways to allocate the resulting data rights. At the macro level, the modified product as a whole would be developed with mixed funding since the government paid for the development of the new component. This approach would result in the government obtaining government purpose rights in data pertaining to the entire modified product, thus enabling it to use your data to reproduce that product from your competitors.

The regulations, however, do not require this harsh result. Pursuant to the doctrine of “segregability,” you can apply the follow-the-funds test at the component or process



Office Operations

**Copiers &
Document
Management**

**Furniture
& Furnishings**

**Mailroom
Management**

**Office Design
& Layout**

Office Supplies

... and much more.

Everything Your Office Needs

Your mission demands an office environment that is productive and efficient. Whether you need to buy furniture, lease a copier or configure a floor plan, GSA can help. With FAR compliant contracts and easy-to-use online research and procurement tools we offer the quickest way to obtain a broad range of office solutions—including mailing and shipping supplies, visual communications and meeting aids and cleaning equipment and supplies—from pre-qualified contractors. We simplify purchasing by allowing you to tailor orders to your unique requirements and negotiate costs below our ceiling prices. Best of all, we put you in control and a step ahead to accomplish the task at hand.

For more information, visit gsa.gov/officeops or call (800) 488-3111



U.S. General Services Administration

level. Thus, instead of obtaining government purpose rights in data relating to the entire modified product, the government would obtain limited rights (hardware) or restricted rights (software) in data pertaining to components developed at private expense, and unlimited rights in data pertaining to components developed with mixed funding.³⁸ If the components for which the government receives limited or restricted rights would be difficult to duplicate, then the government's unlimited rights in data pertaining to the other components would not, as a practical matter, allow your competitors to duplicate your technologies.

In order to take full advantage of the doctrine of segregability, it is important to understand which components are deemed sufficiently "segregable" for the purposes of allocating data rights.

Hardware

The little guidance that exists in the *DFARS* suggests that the doctrine of segregability should be applied at the lowest component level.³⁹ Thus, any segregable replacement part or assembly (i.e., any part that can be physically removed from an assembly) and any separately performed element of a process should be considered "segregable." It is less likely that minor parts, such as nuts and bolts, can be segregated, although the regulations do not expressly preclude such a result.

The doctrine of segregability has numerous applications in the hardware context. Consider the following examples:

- If you were to develop an item at private expense and then accept a government contract to develop physically segregable components, the government would receive limited rights in technical data pertaining to the privately developed item and unlimited rights in technical data pertaining to the newly developed components and their integration;
- If you were to accept a government contract to develop a new system from components previously developed

at private expense, the government would obtain limited rights in technical data pertaining to the privately developed components and unlimited rights in technical data pertaining to their integration; and

- If you were to develop a component at private expense and then integrate that component into a system developed under a government contract, the government would receive limited rights in technical data pertaining to the privately developed component and unlimited rights in technical data pertaining to the rest of the system and its integration.

In each case, the government would be unable to provide your competitors with limited rights data pertaining to the privately developed items, components, or processes, thus making it more difficult for competitors to duplicate your technologies.

Software

The doctrine of segregability applies to computer software at the "lowest practicable" level.⁴⁰ Thus, portions of a computer software program that are physically and functionally divisible, such as modules and subroutines,⁴¹ should be considered segregable. Consider the following examples:

- If you were to develop a software program at private expense and then accept a government contract to add functionality through new modules, the government would obtain restricted rights in the privately-developed portion of the program and unlimited rights in newly developed modules; or
- If you were to compile a software module from source code developed at private expense and subsequently integrate that module into a computer program developed with government funds, the government would receive restricted rights in the privately-developed module and unlimited rights in the remainder of the program.





Requisitioning Products

Office
Supplies

Computer
Products

Furniture &
Furnishings

Housewares &
Cleaning Supplies

Tools, Hardware
& Safety Gear

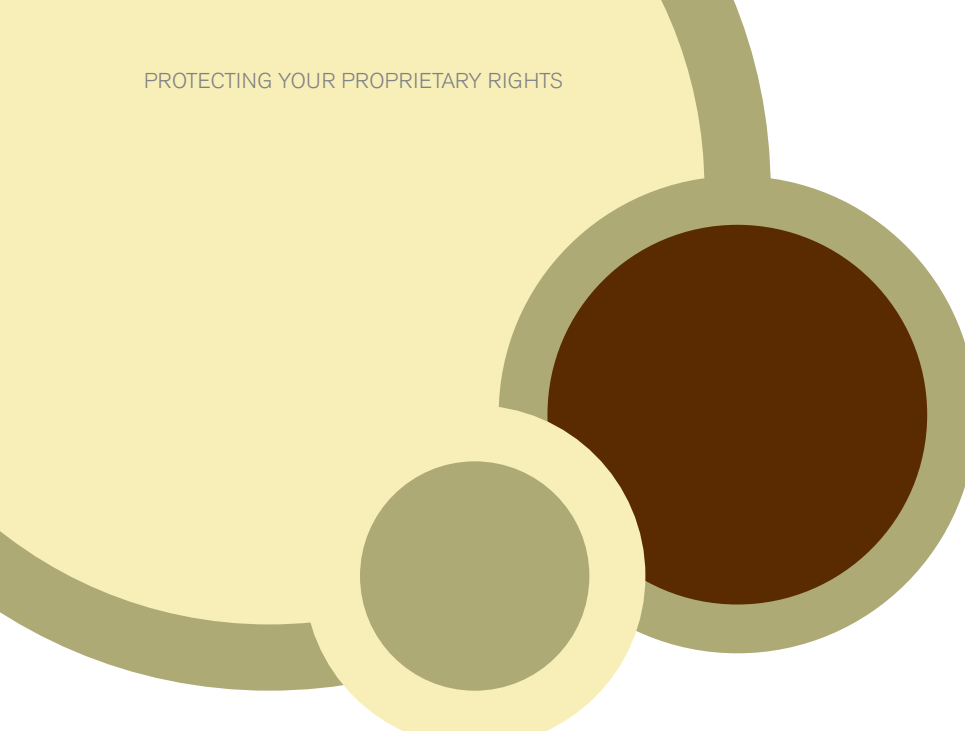
Simply Convenient Access

There are many ways to buy the products required to support your agency's needs. Compliance with federal regulations, however, remains mandatory. With GSA's quickest acquisition solution, GSA Global Supply™, you're submitting requisitions to a federal agency that has already completed the procurement including the consideration of multiple sources. Your requisitions, regardless of dollar amount, satisfy all Federal Acquisition Regulation (FAR) requirements including environmental initiatives, trade agreement policies and socioeconomic goals. Our selection of over 300,000 items includes high-quality, brand-name offerings at competitive prices. Moreover, we offer multiple payment methods that include shipping anywhere, anytime. Best of all, *we put you in control and a step ahead to accomplish the task at hand.*

For more information, visit GSAglobalsupply.gsa.gov or (800) 525-8027



U.S. General Services Administration



Once again, if your competitors cannot independently duplicate the modules delivered with restricted rights, the government may be unable to find an alternative source for your software.

The doctrine of segregability should also be applied to the “non-code elements” of software. Although the *DFARS* provides little guidance on this point, the fact that it defines what it means for such elements to be developed suggests that they may be segregable.⁴² And in practice, that is usually the case.

Four Common Traps

I. Failure to Analyze Data Rights Before Proposal Submission

Accepting a contract that requires broad development efforts or includes unusual data rights clauses can destroy your proprietary rights. Accordingly, you should have in place a procedure for analyzing the data rights implications of each potential government contract. Relevant considerations that should be analyzed in connection with each solicitation include:

- Whether the statement of work requires further development or testing of products developed at private expense;
- Whether any necessary development or testing efforts can be limited to segregable components, elements, or modules;

- Whether performance of the contract requires the production of new technical data for preexisting, privately developed products or software;
- Whether the solicitation includes any unusual data rights clauses (e.g., the “Rights in Special Works” clause)⁴³ that would allow the government to acquire title in data produced under the contract;
- Whether it is necessary to include any proposal language that clarifies the parties’ proprietary rights; and
- Whether it is necessary to include any proposal language that clarifies the company’s obligations under the statement of work.

Addressing these considerations will allow you to analyze carefully whether performing the work could risk compromising valuable proprietary rights and whether your proposed technical solution could be structured to mitigate such risks.

II. Failure to List Proprietary Data in Pre-Award Notice

Proposals submitted to military agencies are required to include a standard form attachment that identifies all technical data and computer software to be delivered with less than unlimited rights.⁴⁴ Data that you fail to list on this form must be delivered with unlimited rights, unless you can establish

that your failure to identify the data, prior to award, was based on lack of information regarding your need to use the data or an inadvertent omission.⁴⁵ In the case of inadvertent omission, however, you may not be permitted to assert proprietary rights if the receipt of unlimited rights in the omitted data was a significant factor in selecting your company for award.⁴⁶ Accordingly, it is critical to implement policies and procedures that are adequate to ensure that every item of proprietary data that may need to be delivered under the contract is listed in the relevant attachment to your proposal.

III. Failure to Use an Appropriate Restrictive Legend

Data delivered with less than unlimited rights must be marked with an appropriate “restrictive legend.”⁴⁷ The regulations require a different restrictive legend for each type of license right, and you must comply strictly with the prescribed language.⁴⁸

The government obtains unlimited rights in data furnished without an appropriate restrictive legend, even if that data would otherwise qualify for delivery with limited or restricted rights.⁴⁹ You can add a legend to unmarked data within six months after delivery, but the government will not be liable for use or disclosure of any data that was not marked.⁵⁰ Accordingly, it is important to implement policies and procedures to ensure that each and every piece of proprietary data delivered under a contract includes the prescribed legend.

With regard to placement, the appropriate restrictive legend must appear on the transmitted document or storage container and, for printed material, on each page that contains data furnished with less than unlimited rights.⁵¹ When only a portion of a page is subject to the asserted restriction, you are required to identify that portion by circling, underscoring, making a note, or some other method.⁵² For computer software, it is advisable that you include the legend in as many locations as practicable, including boot screens, windows of programs, help menus, related documentation, packaging, and the physical media on which the data resides.

- FEDERAL ACQUISITION ADVISORY SERVICES
- TALENT ACQUISITION
- COMMERCIAL CONTRACTING ADVISORY SERVICES



**Finding
elite talent is
a talent unto itself.**

We deliver.

**Providing highly effective business solutions for
your enterprise acquisition and recruiting needs**

We follow a best-value performance-based approach to help achieve organizational success.

- **Federal Acquisition Advisory Services:** providing acquisition, contracts, and program management support to realize innovative and effective business solutions.
- **Talent Acquisition:** specializing in outsourced recruiting services to help accomplish organizational goals and objectives.
- **Commercial Contracting Advisory Services:** providing contracts management and administration services to achieve tactical and strategic solutions.

YRCI is a professional services and management consulting company providing federal acquisition, commercial contracting, recruiting, and talent acquisition services. Call us today.



www.YRCI.com/CMP

Toll free: 866.815.2005, Ext. 9630

Direct: 703.995.9630

Providing exceptional professionals for contract consulting and full-time employment.

A Veteran-owned Business headquartered in the Northern Virginia/D.C. Metropolitan area.

GSA Schedules

TAPS: GS-07F-9147S MOBIS: GS-10F-0143U

The legend, of course, must not unreasonably obstruct the operation of the software or its intended use.⁵³

Although the regulations do not require restrictive legends for technical data pertaining to commercial items or commercial computer software, it is advisable to include such a legend so that the user will know that the data has been furnished with commercial, rather than unlimited, license rights.

IV. Failure to Document

Development at Private Expense

If the government challenges your assertion of proprietary rights in data, you will have the burden to justify that you were entitled to deliver that data with less than unlimited rights.⁵⁴ Thus, you must create and maintain evidence sufficient to establish development at private expense. Although the *DFARS* does not specify what records are required for this purpose, it is advisable to create and maintain the following documents:

- A memorandum that documents the baseline technology, describes the nature of the planned development, and creates a separate account number for the development effort;
- Records of all costs charged to the separate development account;
- Periodic status reports on the progress of the development effort;
- Records of all significant tests performed and the design status at the time of testing;
- Engineering, laboratory, and project management logs and journals; and
- Copies of all contracts under which products incorporating the relevant technology are delivered, modified, tested, or enhanced.

Following these simple guidelines will make it much easier for you to validate your proprietary rights in the event they are challenged by the government. **CM**

ABOUT THE AUTHOR

KEITH R. SZELIGA is an attorney in the Government Contracts & Regulated Industries Practice Group of Sheppard Mullin Richter & Hampton LLP's Washington, DC, office. His practice focuses on bid protest litigation and counseling clients regarding the full spectrum of regulations applicable to federal government contractors, including those relating to intellectual property rights, ethics and compliance, and multiple award schedule contracting. He can be contacted at kszeliga@sheppardmullin.com or 202-218-0003.

Send comments about this article to cm@ncmahq.org.

Discuss this article with your peers online! Go to www.ncmahq.org/cm0709/Szeliga and click on "Join Discussion."

ENDNOTES

1. *DFARS* 252.227-7013(a)(14).
2. *Ibid.* at (a)(5).
3. *Ibid.* at (a)(10).
4. *Ibid.* at (a)(14).
5. *Ibid.* at (a)(2), and (3); see also *DFARS* 252.227-7014(a)(3), and (4).
6. *Ibid.*
7. *Ibid.*
8. *DFARS* 252.227-7013(a)(13).
9. *Ibid.*
10. *Ibid.* at (b)(3).
11. *DFARS* 252.227-7014(a)(14).
12. *Ibid.* at (a)(14)(v) and (vi).
13. *Ibid.* at (b)(1)(b)(3).
14. *DFARS* 252.227-7013(a)(11); and 252.227-7014(a)(10).
15. *Ibid.*
16. *DFARS* 252.227-7013(b)(2); and 252.227-7014(b)(2).
17. *DFARS* 252.227-7013(b)(2)(ii); and 252.227-7014(b)(2)(ii).
18. *DFARS* 252.227-7013(a)(15); and 252.227-7014(a)(15).
19. *DFARS* 252.227-7013(b)(1); and 252.227-7014(b)(1).
20. *Ibid.*
21. *DFARS* 227.7102-3(a); and 252.227-7016.
22. *DFARS* 252.227-7015(b)(1).
23. *Ibid.* at (b)(2)(ii).
24. *Ibid.* at (b)(2)(1).

25. *DFARS* 227.7202-3(a).
26. *DFARS* 227.7103-5(d); and 227.7203-5(d).
27. *DFARS* 227.7103-5(d)(i).
28. *DFARS* 227.7102.
29. *DFARS* 252.227-7013(a)(7); and 252.227-7014(a)(7).
30. *DFARS* 252.227-7013(b)(3)(i); and 252.227-7014(b)(3)(i).
31. *DFARS* 252.227-7013(a)(6). (See also Bell Helicopter Textron, ASBCA No. 21192, 85-2 BCA ¶ 18,415.)
32. *DFARS* 252.227-7013(b)(6).
33. *Ibid.*; see also Bell Helicopter, *supra*.
34. *Ibid.*
35. *DFARS* 252.227-7014(a)(6)(i).
36. *Ibid.* at (a)(6)(ii).
37. *Ibid.* at (a)(iii).
38. *DFARS* 227.7103-4(b); 227.7203-4(b); 252.227-7013(a)(7)(i); and 252.227-7014(a)(7)(i).
39. *DFARS* 227.7103-4(b); and 252.227-7103(a)(7).
40. *DFARS* 227.7203-4(b), and 252.227-7014(a)(7)(i).
41. *Ibid.*
42. *DFARS* 252.227-7014(a)(6)(ii).
43. *DFARS* 252.227-7020.
44. *DFARS* 252.227-7017.
45. *DFARS* 252.227-7013(e); and 252.227-7014(e).
46. *DFARS* 252.227-7013(e)(3); and 252.227-7014(e)(3).
47. *DFARS* 252.227-7013(f); and 252.227-7014(f).
48. *DFARS* 252.227-7013(f)(3), "Limited Rights"; and 252.227-7014(f)(3), "Restricted Rights."
49. *DFARS* 227.7103-10(c); and 227.7203-10(c).
50. *DFARS* 227.7103-10(c)(2); *DFARS* 227.7203-10(c)(2).
51. *DFARS* 252.227-7013(f)(1); and 252.227-7014(f)(1).
52. *Ibid.*
53. *Ibid.*
54. *DFARS* 252.227-7019; and 252.227-7037.

