

"As prescribed at 227.7107-1(a), use the following clause:".

252.227-7023 [Amended]

22. Section 252.227-7023 is amended by revising the introductory text to read "As prescribed at 227.7107-1(b), use the following clause:".

252.227-7024 [Amended]

23. Section 252.227-7024 is amended by revising the introductory text to read "As prescribed at 227.7107-3, use the following clause:".

24. Section 252.227-7025 is added to read as follows:

252.227-7025 Limitations on the use or disclosure of government-furnished information marked with restrictive legends.

As prescribed in 227.7103-6(c), 227.7104(f)(1), or 227.7203-6(d), use the following clause:

Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (June 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data—Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) *GFI marked with limited or restricted rights legends.* The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) *GFI marked with government purpose rights legends.* The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its

subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) *GFI marked with specially negotiated license rights legends.* The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) *Indemnification and creation of third party beneficiary rights.* The Contractor agrees—

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends. (End of clause)

252.227-7026 [Amended]

25. Section 252.227-7026 is amended by revising the introductory text to read "As prescribed at 227.7103-8(a), use the following clause:".

252.227-7027 [Amended]

26. Section 252.227-7027 is amended by revising the introductory text to read "As prescribed at 227.7103-8(b), use the following clause:".

27. Section 252.227-7028 is revised to read as follows:

252.227-7028 Technical data or computer software previously delivered to the government.

As prescribed in 227.7103-6(d), 227.7104(f)(2), of 227.7203-6(e), use the following provision:

Technical Data or Computer Software Previously Delivered to the Government (June 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

252.227-7029 [Removed and Reserved]

28. Section 252.227-7029 is removed and reserved.

252.227-7030 [Amended]

29. Section 252.227-7030 is amended by revising the introductory text to read "As prescribed at 227.7103-6(f)(2) or 227.7104(e)(4), use the following clause:".

252.227-7031 [Removed and Reserved]

30. Section 252.227-7031 is removed and reserved.

252.227-7032 [Amended]

31. Section 252.227-7032 is amended by revising the introductory text to read "As prescribed in 227.7103-17, use the following clause:".

252.227-7033 [Amended]

32. Section 252.227-7033 is amended by revising the introductory text to read "As prescribed in 227.7107-1(c), use the following clause:".

252.227-7036 [Amended]

33. Section 252.227-7036 is amended by revising the introductory text to read "As prescribed in 227.7103-6(e)(3) or 227.7104(e)(5), use the following clause:".

34. Section 252.227-7037 is revised to read as follows:

252.227-7037 Validation of restrictive markings on technical data.

As prescribed in 227.7102-3(c), 227.7103(e)(4), 227.7104(e)(6), or 227.7203-6(f), use the following clause: Validation of Restrictive Markings on Technical Data (June 1995)

(a) *Definitions.* The terms used in this clause are defined in the Rights in Technical Data—Noncommercial Items clause of this contract.