|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| QUESTIONNAIRE AND IDENTIFICATION  RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS  RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND DOCUMENTATION | | | | | | | | | | | |
| **Part I.** This form is to be submitted if you will be required to deliver any type of “technical data” and/or “computer software” in connection with an Ingalls purchase order for **noncommercial** items, as such terms are defined in DFARS clause 252.227-7013, Rights in Technical Data-Noncommercial Items, or DFARS 252.227-7014, Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation. These DFARS clauses will be flowed down in the Ingalls purchase order from the related U.S. Government prime contract. The clauses address the extent of the Government’s or Ingalls’ rights in the technical data and/or computer software you provide in connection with your performance of the purchase order. If any such technical data and/or computer software was developed with Government funding, either through a prior Ingalls purchase order or through another Government prime contract or subcontract, the Government owns unlimited rights in such technical data and/or computer software.  Please check the appropriate boxes below: | | | | | | | | | | | |
|  | | | | | | | | | | | |
| 1. All technical data was developed with funds provided under a prior Government contract or Ingalls order. | | | | | | | | | | | |
|  | | | | | | | | | | | |
| Yes *(go to question 3)*  No (*go to question 2*)  N/A (*no technical data is associated*  *with this order, go to question 3*) | | | | | | | | | | | |
|  | | | | | | | | | | | |
| 2. The technical data was developed with either (i) mixed Government and private funding, and thus the undersigned intends to deliver such data with Government Purpose Rights (as defined in 252.227-7013), or (ii) was developed solely at private expense, and thus the undersigned intends to deliver such data with Limited Rights (as defined in 252.227-7013). | | | | | | | | | | | |
|  | | | | | | | | | | | |
| Yes (*complete Part II*)  No (*go to question 3*) | | | | | | | | | | | |
| *Note: If you check “Yes,” you must be able to provide supporting documentation to justify the validity of any such claimed rights in accordance with Validation of Restrictive Markings on Technical Data (DFARS 252.227-7037).* | | | | | | | | | | | |
| 3. All computer software was developed with funds provided under a prior Government contract or Ingalls order. | | | | | | | | | | | |
|  | | | | | | | | | | | |
| Yes (*skip question 4*)  No (*go to question 4*)  N/A (*no computer software associated with this order, skip question 4*) | | | | | | | | | | | |
|  | | | | | | | | | | | |
| 4. The computer software was developed with either (i) mixed Government and private funding, and thus the undersigned intends to deliver such data with Government Purpose Rights (as defined in 252.227-7014), or (ii) was developed solely at private expense, and thus the undersigned intends to deliver such data with Restricted Rights (as defined in 252.227-7014). | | | | | | | | | | | |
|  | | | | | | | | | | | |
| Yes (*complete Part III*)  No  *Note: If you check “Yes,” you must be able to provide supporting documentation to justify the validity of any such claimed rights in accordance with DFARS 252.227-7014.* | | | | | | | | | | | |
|  | | | | |  |  | |  | |
| DATE | | | | |  | NAME OF COMPANY | |  | |
|  | | | | |  | | | By: | |  | |
|  | | | | |  | | | SIGNATURE | |  | |
|  | | | | |  | | |  | |  | |
|  | | | | |  | | | PRINTED NAME | |  | |
|  | | |  | | | | |  | |  | |
|  | |  | |  | | | | TITLE | |  | |

|  |
| --- |
| ***Complete this page only if “Yes” is checked for Question 2 on Page 1.*** |
| **Part II: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.** |
|  |
| The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted – |
|  |
| |  |  |  |  | | --- | --- | --- | --- | | Technical Data to be Furnished With Restrictions\* | Basis for  Assertion\*\* | Asserted Rights  Category\*\*\* | Name of Person Asserting Restrictions\*\*\*\* | | (LIST)\*\*\*\*\* | (LIST) | (LIST) | (LIST) | |  |  |  |  | |  |  |  |  | |
| \*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process. For any documents or other media incorporating technical data to be delivered 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, complete the table below: |
| |  |  |  | | --- | --- | --- | | Contract number under which data was produced | Name and address of the organization to whom, the data was most recently delivered or will be delivered | Expiration date of any limitations on the Government’s rights to use or disclose the data | | (LIST) | (LIST) | (LIST) | |
| \*\*Generally, the development of an item, component or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government’s rights to use, release or disclose technical data pertaining to such items, components or processes. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, enter the specific basis for asserting that the Government's rights should be restricted. |
|  |
| \*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specially negotiated licenses). |
|  |
| \*\*\*\*Corporation, individual, or other person, as appropriate. |
|  |
| \*\*\*\*\*Enter “none” when all data will be submitted without restrictions or enter “see attached” if additional space is required. *If no data is identified above, Offeror agrees that all deliverable data will be subject to unlimited rights.* |
|  |
| |  |  | | --- | --- | | Date |  | | Printed Name and Title |  | |  |  | | Signature |  | |
|  |
| ***Note:*** *Failure to submit, complete, or sign this notification and identification with your offer may render the offer ineligible for award.* |

|  |
| --- |
| ***Complete this page only if “Yes” is checked for Question 4 on Page 1.***  **Part III: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.** |
|  |
| The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted – |
|  |
| |  |  |  |  | | --- | --- | --- | --- | | Computer Software to be Furnished With Restrictions\* | Basis for  Assertion\*\* | Asserted Rights  Category\*\*\* | Name of Person Asserting Restrictions\*\*\*\* | | (LIST)\*\*\*\*\* | (LIST) | (LIST) | (LIST) | |  |  |  |  | |  |  |  |  | |
| \* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software. For any computer software to be delivered with other than unlimited rights that is identical or substantially similar to software that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract, complete the table below: |
| |  |  |  | | --- | --- | --- | | Contract Number Under Which Software Was Produced | Name and address of the organization to whom the software was most recently delivered or will be delivered | Expiration Date of Any limitations on the Government’s rights to use or disclose the software | | (LIST) | (LIST) | (LIST) | |
|  |
| \*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted. |
|  |
| \*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses). |
|  |
| \*\*\*\*Corporation, individual, or other person, as appropriate. |
|  |
| \*\*\*\*\*Enter “none” when all computer software will be submitted without restrictions or enter “see attached” if additional space is required. *If no computer software is identified above, Offeror agrees that all deliverable computer software will be subject to unlimited rights.* |
|  |
| |  |  | | --- | --- | | Date |  | | Printed Name and Title |  | |  |  | | Signature |  | |
|  |
| ***Note****: Failure to submit, complete, or sign this notification and identification with your offer may render the offer ineligible for award.* |