



DoD MANUAL 5010.12

ACQUISITION AND MANAGEMENT OF CONTRACTOR-PREPARED DATA

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Approved by:	James A. Ruocco, Performing the Duties of Assistant Secretary of War for Acquisition

Purpose: In accordance with the authority in DoD Directive (DoDD) 5135.02, the guidance in DoD Instruction (DoDI) 5010.44, and pursuant to Sections 130, 1707, and 3771 through 3791(b) of Title 10, United States Code (U.S.C.), this issuance:

- Assigns responsibilities and provides procedures for the acquisition, delivery, receipt, inspection, acceptance, and management of contractor-prepared data and associated data rights for contracts and where appropriate, other non-Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) agreements (e.g., other transaction agreements).
- Reflects content revisions designed to provide:
 - Practical insights for understanding, navigating, and ordering intellectual property (IP) deliverables on a contract.
 - Adaptable guidance and best practices on the preparation of DD Form 1423, "Contract Data Requirements List," also known and referred to in this issuance as "CDRL."
 - Procedures for the effective management and development of solicitations for contracts and other non-FAR/DFARS agreements require data deliverables, including step-by-step procedures for implementing pre-solicitation, solicitation, award, and post-award considerations with greater efficiency and effectiveness.

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SECTION 1: GENERAL ISSUANCE INFORMATION

1.1. APPLICABILITY.

This issuance applies to:

a. OSD, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and Joint Staff, the Combatant Commands, the Office of Inspector General of the Department of Defense, the Defense Agencies, the DoD Field Activities, and all other organizational entities within the DoD (referred to collectively in this issuance as the “DoD Components”).

b. Contractor-prepared data in all FAR- or DFARS-based contracts and non-FAR/DFARS agreements (e.g., other transaction agreements), referred to collectively in this issuance as “contract(s) or agreement(s).”

(1) The overarching principles of this issuance apply to all contractor-prepared data in all contracts or agreements.

(2) This issuance provides detailed guidance for technical data (TD) and computer software (CS) that is acquired under a FAR or DFARS based contract.

(3) If advantageous to the Government and not otherwise prohibited, the detailed guidance for TD and CS in FAR/DFARS-based contracts should be applied and tailored as appropriate to:

(a) TD and CS in non-FAR/DFARS contracts or agreements.

(b) Other forms of contractor-prepared data, regardless of the type of contract or agreement.

1.2. DATA STANDARDS.

This issuance refers to data standards managed or sponsored by the DoD. As a best practice, use a CDRL that references an approved data item description (DID). See DoD Manual (DoDM) 4120.24 for DID processes and requirements and see DoDM 8910.01, Volume 2 for procedures for DoD public information collections. See also Section 4 of this issuance for additional guidance and best practices on related topics, including DIDs and CDRLs.

1.3. FORMS.

This issuance refers to forms managed or sponsored by the DoD. Unless otherwise mentioned in their citation, these forms are available at <https://www.esd.whs.mil/Directives/forms/>.

SECTION 2: RESPONSIBILITIES

2.1. UNDER SECRETARY OF DEFENSE FOR ACQUISITION AND SUSTAINMENT (USD(A&S)).

In accordance with the policy in DoDI 5000.02, and in their capacity as the Defense Acquisition Executive, the USD(A&S):

- a. Establishes policy for acquisition and management of contractor-prepared data and oversees its implementation and the development of supporting guidance.
- b. Coordinates with the Under Secretary of Defense for Intelligence and Security (USD(I&S)) when policy and guidance developed in accordance with Paragraph 2.1.a. affects matters within their responsibility, consistent with relevant issuances.
- c. Coordinates with the Director, Privacy, Civil Liberties, and Transparency Directorate in the Office of the Director of Administration and Management, when policy and guidance developed in accordance with Paragraph 2.1.a. affects matters within their responsibility, in accordance with DoDD 5400.07, DoDD 5148.11, DoDI 5400.11, and other relevant issuances.
- d. Coordinates with the Chief Digital and Artificial Intelligence Officer, Office of the Under Secretary of War for Research and Engineering, when policy and guidance developed in accordance with Paragraph 2.1.a. affects matters within their responsibility, in accordance with DoDD 5105.89 and other relevant issuances.

2.2. ASSISTANT SECRETARY OF DEFENSE FOR ACQUISITION.

Under the authority, direction, and control of the USD(A&S), and in accordance with the policy in DoDI 5010.44, the Assistant Secretary of Defense for Acquisition serves as the senior DoD official overseeing the development and implementation of DoD policy and guidance for the acquisition, licensing, and management of DoD IP acquired under contracts or agreements.

2.3. UNDER SECRETARY OF DEFENSE FOR RESEARCH AND ENGINEERING (USD(R&E)).

In their capacity as the DoD's Chief Technology Officer, with responsibility to establish DoD standardization policy and appoint an individual to serve as the DoD Standardization Executive, the USD(R&E) has overall responsibility for policy and procedures for the management and dissemination of DoD technical information, TD, CS, and CS documentation data, including the DoD standard practices in Military Standard (MIL-STD)-963.

2.4. USD(I&S).

In coordination with the USD(A&S) and the USD(R&E), the USD(I&S) implements this issuance for intelligence, counterintelligence, and security capabilities and programs, as appropriate.

2.5. DIRECTOR OF COST ASSESSMENT AND PROGRAM EVALUATION (DCAPE).

Pursuant to Sections 3221 through 3227 and Section 4324(a) of Title 10, U.S.C., the DCAPE develops policies, procedures, guidance, and a collection method to both ensure that quality acquisition and sustainment data are collected and facilitate cost estimation and comparison across acquisition and sustainment programs. The DCAPE is the only waiver approval authority for cost-related data collection requirements.

2.6. DOD COMPONENT HEADS.

The DoD Component heads provide supplemental guidance for acquiring and managing contractor-prepared data consistent with this issuance.

SECTION 3: CONTRACTOR DATA ACQUISITION PROCESS

3.1. CONTRACTOR DATA ACQUISITION PROCESS.

Table 1 displays the acquisition process for contractor data deliverables. This issuance is structured to follow the order of these stages.

Table 1. Data Acquisition Process Framework

SECTION	DATA STAGE	KEY TASKS	STEPS
3: Contractor Data Acquisition Process	- Solicitation - Preparation	- Plan data needs - Establish integrated product team	Tables 1-7
4: Data Acquisition		- Issue data call - Conduct Data Requirement's Review Board	
5: CDRL Preparation		Prepare solicitation (e.g. CDRLs, marking instructions)	
6: Offeror Evaluations and Award	Proposal/Offeror Evaluation	- Obtain contractor data rights assertions - Evaluate proposals - Award	Table 8
7: Contractor Data Generation	Data Generation	- Hold post-award conference - Contractors generate data - Conduct in-process reviews	Table 9

Table 1. Data Acquisition Process Framework, Continued

SECTION	DATA STAGE	KEY TASKS	STEPS
8: Receipt, Inspection, and Acceptance of Data	• Delivery • Receipt • Access	• Log receipt of deliveries • Report problems	Table 10
	• Inspection	• Verify deliverables conform to CDRL and contract or agreement requirement • Verify data rights markings conform to DFARS, and those markings are consistent with/ contract or agreement requirement's	Table 11
	• Acceptance	• Accept data per CDRL Block 7 • Notify procuring contracting officer if contractor deliverable is accepted or rejected	Table 12
9: Management of Data	• Management	• Utilize management information systems • Use data	N/A

3.2. PROCESS ROLES.

a. Program Manager (PM) or Requiring Activity.

(1) PMs and requiring activities are responsible for accomplishing program objectives for the development, production, and sustainment of DoD platforms and systems to meet operational needs. The PM is involved in the program throughout the program life cycle, typically serving an important role from program inception through sustainment.

(2) In accordance with DoDI 5010.44, PMs are responsible for the development of a program's IP strategy (see Paragraph 4.1.a. of DoDI 5010.44 for further details regarding minimum requirements), which should address the modular open systems approach (MOSA), including consideration of modular system interfaces and software application programming interfaces (APIs). The IP strategy may also include strategies for model-based systems engineering which is a key enabler of effective digital engineering. These functions will drive requirements for data, licensing, and the provisioning of data necessary to establish an authoritative source to implement digital engineering.

b. Procuring Contracting Officer or Agreements Officer.

The procuring contracting officer is authorized to enter into contracts for supplies and services on behalf of the U.S. Government (USG) by sealed bids or negotiations and is responsible for overall procurement in accordance with the contract. The procuring contracting officer is generally responsible for all matters involving communication with the contractor. Similarly, an agreements officer will perform these functions for other transaction agreements. The procuring contracting officer or agreements officer is responsible for communication with the contractor. This issuance will refer to the procuring contracting officer or agreements officer collectively as "PCO."

c. Contracting Officer's Representative (COR).

A COR is an individual designated in accordance with DFARS 201.602-2 and authorized in writing by the PCO to perform specific technical or administrative functions.

d. Data Manager (DM).

The DM advises the PM or requiring activity on data management best practices at the program level, the enterprise level, or both (as appropriate) to incorporate them into the IP strategy and applicable scoping requirements documentation. Other DM responsibilities may include, but are not limited to:

(1) Establishing and verifying secure and timely access or delivery of the data to all activities on the distribution list.

(2) Verifying that:

(a) Each data deliverable meets contractual requirements.

(b) Data users are satisfied with the data deliverable.

(c) An appropriate repository or data environment exists, and that applicable loading and tagging is done properly for all contractor-delivered data or for access via contractor-provided services. Delivery of data to the direct physical or logical custody of the USG is generally preferred; however, a USG representative may instruct the contractor to deliver data directly to the contractor's data repository in lieu of direct delivery to the USG.

(d) The data is viewable and usable through the program's tool of choice.

(3) Loading and tagging data in the repository or data environment and recommending the approval and acceptance of delivered data.

(4) Identifying digital TD and meta-data requirements that will contribute to an authoritative source for that system, and the applicable standards to which that data must comply.

(5) Ensuring required data is visible, accessible, understandable, linked, trustworthy, interoperable, and secure (see Section 4 of the DoD Data Strategy).

(6) Ensuring DoD enterprise data value is maximized.

(7) Assisting, collaboratively with responsible records officers, in the development of records, data, and IP strategies that ensure records and data, including IP, will be electronically managed in accordance with DoDI 5015.02 and DoDM 8180.01 compliant information technology (IT) tools and systems.

(8) Identifying and classifying all data produced, used, or delivered under the contract. This includes TD, CS, and other recorded information.

(9) Making training available to team members, contractor personnel, and subcontractor personnel on data management policies, procedures, and compliance requirements.

(10) DMs may have other responsibilities provided in the DoD Data Stewardship Guidebook and DoDI 8320.02.

e. Legal Counsel.

An attorney supports the requiring or contracting activity and advises on legal issues relating to the contract, data, data rights, and IP. Legal counsel should serve as an integral part of the Data Requirements Review Board (DRRB) and provide legal advice on various programmatic contractual and data management decisions (e.g., assisting and advising on the drafting and review of solicitations, IP strategies, and training and awareness, via the integrated product team (IPT) and DRRB).

f. Senior Component Official for Privacy (SCOP) and Privacy and Civil Liberties Officer.

The SCOP or privacy and civil liberties officer or their designees support and advise the requiring or contracting activity on data acquisitions concerning personally identifiable information, and as required by law or policy.

g. Intelligence Oversight Official.

An intelligence oversight official or their designee support and advise the requiring or contracting activity on data acquisitions conducted for, or on behalf of, a component conducting intelligence or intelligence-related activities to ensure the acquisition adheres to intelligence policies and procedures, including, but not limited to, DoDDs 5148.13 and 5240.01, as well as DoDM 5240.01, as applicable.

h. Additional Key Roles.

Other key personnel, support functions, and areas of expertise may be needed early and often as part of the planning processes for contracts and other system life cycle activities. For example, a product support manager (PSM), a DM, or both may be needed as part of a cross-functional team that is involved early in solicitation planning. Table 2 identifies data needs and how to prepare a solicitation for a specific acquisition.

(1) A chief data officer, who develops and enforces data governance policies and guidance, including defining standards for data collection, storage, access, quality, and usage across an organization to ensure data integrity and compliance with regulations, may serve as a support function, area of expertise, or both, which should inform the DM, PM, or similar functional roles as part of the overall data acquisition and management process.

(2) See Figure 1 for a non-exhaustive list of other key personnel, support functions, and areas of expertise involved in generating data requirements.

3.3. LIFE CYCLE PLANNING.

a. To maintain and sustain a program or system over its life cycle (consistent with Section 3774 and 4324 of Title 10, U.S.C.), the DoD requires delivery of many types of data that are used or generated in the performance of its contracts.

(1) PMs should avoid common life cycle planning pitfalls early and often, while also considering prevailing best practices and lessons learned. For instance, PMs should avoid planning practices that aim to acquire all possible data deliverables, or the maximum license rights, “just in case,” as such approaches may not be in the best interest of the program.

(2) PMs should consider a balanced approach to life cycle planning that considers USG needs and interests and applies the practice of developing tailored data and IP strategies as a means of acquiring the necessary data and IP rights required to meet program needs. For example, when determining what level of data or license rights (e.g., for TD or CS, respectively) to acquire, the PM should consider the source of development funding, the commercial or noncommercial nature of the item, the upfront costs, and the limitations of the level of data or license rights in the category of IP being considered, as well as the resulting long-term impacts to sustainability.

(3) A cost-benefit analysis should be prepared to determine the optimal solution that balances both immediate costs and long-term sustainability.

b. PMs and acquisition personnel must comply with mandatory reporting requirements when balancing life cycle needs for data deliverables and associated data rights against the potential costs of those requirements.

c. The need for data will change over time and should be re-evaluated often, and in all cases before every program milestone, increment, or key decision point. PMs and CORs will ensure that all regulations applicable to CDRL development and execution are followed as required.

d. Planning efforts should consider modularity in approaches to data delivery and licensing (including support for the use of MOSA) on life cycle affordability and the effect of modular approaches on data delivery and licensing. To successfully meet data deliverability requirements over the life cycle of a program, PMs may consider including contract mechanisms such as priced options, deferred ordering, deferred delivery, or escrow agreements, if feasible, to mitigate obsolescence and access or data issues with unavailable contractors. The PM will document data and IP considerations in acquisition strategies, product support strategies (PSS), and other programmatic planning documentation.

e. Initiatives such as model-based systems engineering, digital engineering, and advanced manufacturing are growing the DoD's need for increasing amounts of TD available in digital formats. Digital engineering specifically requires TD to provide the basis for digital models that represent characteristics of a complex system that is to be developed.

(1) PMs should determine on a program-by-program basis whether requiring access and/or delivery is most appropriate based on the business case for their respective program.

(2) The analysis should account for the program budget, acquisition, and PSS, the proposed contractor costs, and the cost to obtain the appropriate data rights for the required digital TD.

3.4. PLANNING FOR SPECIAL PROTECTIONS, MARKINGS, AND HANDLING.

a. Classified and controlled unclassified information (CUI) will require special protections, markings, and handling, along with the requirements on the contractor (also referred to as agreement holder, submitter, or vendor) to appropriately mark proprietary data, documents, etc. See Paragraph 8A.5. for more detail. References that could identify special protections, markings, and handling include:

(1) An operations security assessment in accordance with DoDM 5205.02.

(2) A security classification guide in accordance with DoDM 5200.45.

(3) CUI in accordance with DoDI 5200.48.

(4) Classified and unclassified controlled technical information marking and dissemination statements in accordance with DoDI 5230.24.

(5) U.S. persons information in the conduct of intelligence or intelligence-related activities in accordance with DoDM 5240.01.

b. When the contract involves classified information, the USG must provide the contractor with a completed DD Form 254, "Department of Defense Contract Security Classification Specification," in accordance with Part 117 of Title 32, Code of Federal Regulations, also known as the "NISPOM Rule." Protective measures and dissemination controls for CUI, including those directed by relevant law, regulation, or USG-wide policy, will be articulated in the contract, grant, or other legal agreement, as appropriate.

3.5. INDIVIDUAL CONTRACT PLANNING.

The principles of this paragraph should be applied to contracts, and where appropriate, non-FAR/DFARS agreements (e.g., other transaction agreements). Likewise, while this issuance discusses procedures and activities in a linear fashion, their relationship to one another may be more appropriately accomplished in parallel and it may be necessary or beneficial to accomplish procedures and activities simultaneously to form a single, cohesive plan.

a. IPT.

In developing the data acquisition plan in accordance with FAR 7.105, the PM should form an IPT consisting of all those who will be responsible for significant aspects of the acquisition. As an initial element of acquisition planning, determining the data requirements should begin as soon as the DoD Component needs are identified, preferably well in advance of the fiscal year in which contract award or order placement is necessary.

Figure 1. Personnel, Support Functions, and Areas of Expertise Required to Generate Data Requirements

Key Personnel	
▪ Administrative Contracting Officer	▪ Product Engineer
▪ Configuration Manager	▪ Product Support Manager
▪ Data Manager	▪ Systems Engineer
▪ Procuring Contracting Officer	▪ System Program Manager
▪ Product Assurance Manager	▪ Test & Evaluation Manager
Support Functions & Areas of Expertise	
▪ Air Worthiness	▪ Manpower & Personnel
▪ Acquisition Laws, Regulations, & Policies	▪ Packaging, Handling, Storage, & Transportation
▪ Budget & Finance	▪ Privacy & Civil Liberties
▪ Computer Resources	▪ Research & Development
▪ Cost & Pricing	▪ Safety
▪ Cybersecurity & Information Security	▪ Security
▪ Data Management Policies & Guidance	▪ Supply Support
▪ Demilitarization & Disposal	▪ Support Equipment
▪ Design Interface	▪ Sustainment & Logistics
▪ Environmental	▪ Training & Training Support
▪ Facilities & Infrastructure	▪ Transportation
▪ Maintenance Planning & Management	▪ Warfighting Requirements

b. Planning for Solicitation.

USG personnel must prepare and assemble a range of documents into a solicitation to support the acquisition of contractor-prepared data, as well as notify potential contractors of data-marking and submission requirements such as in the solicitation (including requests for white papers). See Paragraph 4.4. for additional information on solicitation preparation.

(1) Contract Requirements Description.

The program or requiring activity will provide the PCO with the performance work statement (PWS), statement of objectives (SOO), or statement of work (SOW) to establish and define all non-specification requirements for contractor work effort. Military Handbook (MIL-HDBK)-245 applies to the preparation of a SOW for organizations acquiring deliverables, services, or both.

(2) Data Deliverable Requirements.

The USG frequently requires delivery of data resulting from contractor performance of contract tasks. The USG defines data deliverable requirements in a CDRL, which describes data content and formatting requirements. DFARS 215.470 requires that a CDRL be included with the solicitation when data delivery is required under a contract. Contractors are required to provide data deliverables according to the instructions specified in the respective CDRL. These requirements are included as an “exhibit” within a solicitation and attached to a subsequent contract. See DFARS 204.71 regarding policies and procedures for assigning contract line item numbers.

(3) Additional Mechanisms for Ordering Delivery of Data.

A program can plan for solicitations at different times in the programmatic life cycle. Varying programmatic and technical uncertainties exist at different times in a program’s life cycle; therefore, it is vital that the USG considers mitigating the uncertainty through the use of various ordering tools for data deliverables and associated data rights. Some of these condition-based mechanisms, listed in order of preference, are priced contract options, escrow agreements, deferred ordering, and deferred delivery.

(a) Priced Options.

FAR 17.2 provides additional information on priced options, as defined in the Glossary. To capitalize on potential cost savings in a competitive environment, the USG should require offerors to submit priced options. The use of priced options may be advantageous for data and rights not needed until a specific time or event, such as initial fielding or transition to sustainment.

(b) Escrow Agreements.

Designated TD or CS acquired under an escrow agreement, as defined in the Glossary, will be available to the USG only under specified, mutually agreed to conditions or triggering events. A condition or triggering event can be anything the parties mutually agree to,

although typically triggering events are often time- or event-based (e.g., 10 years, IP owner goes out of business).

1. PMs should consider establishing data and software escrow agreements early in the acquisition process as a potential part of a sustainment strategy. There will be a cost for the escrow services, which often will need to be paid on an annual basis.

2. Escrow agreements may be implemented through a negotiation of data rights to address life cycle events, such as diminished manufacturing sources and material shortages or parts obsolescence.

(c) Deferred Ordering and Deferred Delivery.

DFARS 227.7103-8 provides additional guidance on deferred ordering and deferred delivery of TD.

1. For deferred ordering, use the clause at DFARS 252.227-7027 when a firm requirement for a particular data item(s) has not been established before contract award but there is a potential need for the data. Deferred ordering:

a. Allows initially unknown and undefined requirements for TD or CS generated in contract performance to be determined and added during a contract.

b. Is scope and time limited and should generally only be used if escrow agreements and priced options are unsuitable.

2. For deferred delivery, when it is in the USG's interests to defer the delivery of TD, use the clause at DFARS 252.227-7026. Deferred delivery:

a. Allows the USG to delay the delivery of specified TD until a later date specified in the contract (which is limited by the period stipulated in the clause).

b. Requires the contract to specify which TD is subject to deferred delivery and the contractor must be notified sufficiently in advance of the desired delivery date.

(4) Clauses and Solicitations Related to Data Rights Assertions, Restrictive Markings, and Validation of Restrictive Markings.

(a) Contractors are obligated to comply with the following three critical contract procedures to maintain data rights in accordance with solicitation provisions, contract clauses, and contract data requirements:

1. Asserting restrictions in noncommercial TD and software before delivery.

2. Marking this data with conforming restrictive markings consistent with the agreed-upon assertions when delivered.

3. Justifying the asserted restrictions when required by the USG.

(b) Solicitation planning should include:

1. Understanding the program's IP strategy and preparing for (e.g., via war gaming scenarios) likely contractor assertions of restrictions to assess probable impacts and development of potential strategies to address challenges. Rigorous study of data rights-related terms is also essential in solicitation planning. See G.2. Glossary (e.g., IP, IP strategy, data rights, and TD) and the varying nuanced ways they are defined for purposes of this issuance and applied in different contexts.

2. Review of prior related programs and contracts and market research related to development of technology that may be related or foundational to program objectives.

3. Personnel resourcing to assess and respond as appropriate to assertions of restriction during the proposal and award phase, data restrictively marked upon delivery, and any justification information sought by the USG.

a. These considerations inform the content and structure of contract data requirements.

b. Consideration should be given to whether and how this information will be evaluated during source selection.

(c) See Paragraph 6.1. for additional guidance on the information that contractors must provide in the context of data rights assertions. See DFARS 252.227-7037 for additional regulatory information. Other relevant clauses for review and reference include DFARS 252.227-7013(e), 252.227-7013(f), 252.227-7014(e), 252.227-7014(f), 252.227-7015(d), 252.227-7017, 252.227-7018, 252.227-7019, and 252.227-7037.

c. Planning for Data Access Versus Data Delivery.

The PM will, for each of the program's data requirements, determine whether USG data needs can be satisfied through access to the data (e.g., remote online access to the data stored in a contractor-controlled repository) or delivery of the data (e.g., physical or electronic transfer of the data into USG custody). The USG should consider access to contractor-prepared data when doing so will more equitably address the parties' interests than standard delivery, while still meeting short-term and long-term USG needs for that data.

(1) There are various reasons for requiring access or delivery; however, the USG should seek access to data when the transfer of data cannot occur (e.g., due to technical, legal, or contractual restrictions) or where delivery is not necessary to meet USG needs and access is more cost effective, easier, or presents other similar advantages. Examples of data access arrangements include:

(a) Remote online authorization to access an integrated data environment.

(b) A product data management system operated by the contractor.

(c) Mechanisms authorizing physical entry to a contractor-controlled data repository.

(2) The PM must keep in mind that when access to data is typically achieved as a contracted service, like most contracted-for services, the service ends at the termination or conclusion of the contract.

(3) PMs should consider whether there are broader implications to the DoD at large, both in terms of both the benefits and drawbacks associated with or without access to the data (e.g., resulting in complete versus incomplete repositories). Accordingly, the PM should inform and coordinate with the sustainment commands regarding any licenses and additional access that will be required to manage weapon system readiness over the life cycle (e.g., a coordinated transition to life cycle management command).

d. Implementing Access Arrangements or Other Alternatives to Delivery of Data.

When implementing access agreements, the following short-term and long-term tactical considerations can mitigate risks associated with access agreements or mechanisms other than standard delivery (e.g., as defined in a CDRL) and protect USG rights and interests.

(1) Access agreements should delineate how the DFARS rules and procedures apply to data accessed by USG personnel, rather than being required for delivery.

(a) For example, the requirements for a listing of asserted restrictions, restrictive markings, inspection and acceptance, and challenge or validation of asserted restrictions related to this data are triggered when there is a formal delivery requirement. Confusion over lack of assertions and standard markings creates a risk of improper handling of data by the USG.

(b) USG ability to access this data is completely controlled by the contractor and exists only for the duration negotiated in the contract. See Appendix 4A for additional details on USG license rights.

(2) Considerations that need to be addressed when arranging for USG access to contractor-prepared data include but are not limited to:

- (a) Specific data to which USG employees will have access.
- (b) Benefits and drawbacks across the DoD, associated with or without access to the data (e.g., resulting in complete versus incomplete repositories).
- (c) Contractor rights to limit or deny access to the data.
- (d) USG rights or ability to use, modify, or reproduce the data.
- (e) The type of access protocols to be used.
- (f) What training and support the contractor will provide to authorized users.
- (g) Transition plan(s) to address any continued need to access the data.

(h) Development of risk mitigation strategies, including priced options for data and software, event-triggered specially negotiated licenses, direct licensing between contractors for qualifying second sources, data escrow agreements, deferred delivery solutions, and TD and CS sufficient to implement a modular open system approach or a similar approach.

(i) Sufficient infrastructure and trained personnel to store, maintain, and dispose of data.

e. Planning for Delivery of Data.

Planning for delivery of data involves defining “what, when, where, how, and to whom” for each data deliverable and documenting these requirements in the solicitation and contract. The delivery of data is dynamic and multiple iterations of similar data may be required multiple times during the life cycle of the program (e.g., later releases, versions, or other updates to TD and CS). CS developed using Agile and DevSecOps approaches may have a high frequency of deliveries compared to other approaches. For guidance on planning for the delivery of cost and software data reports, as well as related data deliverable requirements that fall outside the scope of this issuance, see DoDI 5000.73.

(1) Delivery Enables the Exercise of License Rights.

USG license rights articulated through a contract are of little value unless and until the data or software in which the USG has license rights are delivered. See Appendix 4A or DFARS 227.7103-4 for additional information on USG license rights.

(2) Delivery Requirements.

Delivery requirements are not the same as license rights. Planning for delivery of data involves defining “what, how, when, where, and to whom” for each data deliverable, and documenting these requirements in the solicitation and contract as separate deliverable line items. See Sections 8 and 9 for additional information.

(3) Data Delivery to Contractor Data Repositories.

Although delivery of data to the direct physical or logical custody of the USG is generally preferred, the contract may provide for an alternative type of data delivery, such as delivery of data directly to the contractor’s data repository in lieu of direct delivery to the USG. Depending on the extent to which the program embraces a digital engineering-based acquisition approach, data delivery to a contractor’s repository or data environment may be a critical element of a more encompassing digital ecosystem that supports the program and related programs throughout its entire life cycle. As such, the data and meta-data requirements of the applicable digital ecosystem also need to be considered.

(a) The delivery of TD or software deliverables may be referred to as “constructive delivery” to the USG. The USG may desire automatic constructive delivery of all data developed exclusively (or partially) with Federal funding. A constructive delivery alternative should be addressed during initial acquisition planning stages and in the IP strategy.

1. Contract line items for constructive delivery, whether firm or as an option, should be considered for use in all requests for proposals or resulting contract awards and negotiated agreements.

2. This data should be inspected, validated, and accepted or rejected by a USG representative using the same or similar procedures and processes as any other data deliverable adapted as appropriate for delivery to the contractor's repository (e.g., enabling such procedures to occur through remote access).

(b) The contract must require the contractor to organize, manage, maintain, and protect the delivered data and establish a process for authorized USG representatives or third parties to access and use that data as specified in the contract. USG employees should ensure the data delivered is placed in a portion of the contractor data repository that is controlled (e.g., technically, operationally, and contractually) by the USG. This prevents the contractor from adding, removing, or changing the delivered data.

(4) Management of Data in a Contractor Repository.

The USG may, when permitted by agency procedures, elect to use a contractor repository to store and manage delivered data. See DFARS 227.7108 and 227.7207 for the range of requirements that must be included in the contract for data repository management. Additional considerations include:

(a) CDRLs should still be used when data will be delivered to a contractor repository. The USG should consider requiring delivery of CDRLs such as a software product specification in accordance with DI-IPSC-81441, a software version description in accordance with DI-IPSC-81442, a database design description in accordance with DI-IPSC-81437, and a data accession list (DAL) in accordance with DI-SESS-81453.

(b) Deliverables (e.g., documents, DoD Architecture Framework viewpoints and models, other models, and data sets) made contractually available for USG use and under USG control should either be submitted directly to the USG or available in the contractor's digital environment (e.g., digital management or engineering ecosystem, environment, or repository). Deliverables should be available as complete data sets sufficient for all purposes specified by the contract, including underpinning architectural views, modeling and simulation, and other purposes.

(c) Deliverables must be inspected and accepted by authorized USG representatives.

(d) Whether additional data services are provided (e.g., interfaces for seamless USG access, maintenance of the systems, and the data to be accessed).

(e) Contractor storage of data is not provided free of cost. The contractor will charge for these services and the USG must maintain a contractual relationship with the contractor for the duration of time it wants the contractor to provide data storage services and have access to the data. The acquisition planning team should compare the costs of a contractor providing these services to the costs of an in-house USG repository.

(f) Before contract expiration or transition, the USG must choose whether to maintain or transition the data into a USG-owned repository or other designated contractor repository. The contract should address:

1. What information may be needed from the contractor to facilitate potential contract transitions.
2. What occurs if the contractor is no longer able or willing to support the repository.

f. Planning for Data Call.

The PM or requiring activity should carefully review requirements documents associated with the program; provide the program requirements to the functional areas shown in Figure 1; and obtain any preliminary input before developing a final PWS, SOO, SOW, or other requirements document. It is vital that the PM or requiring activity understand all current and future sustainment data requirements, including future access requirements, and include those requirements in the data call.

g. Planning for CDRL Preparation.

(1) Early planning for CDRL preparation will ensure that the appropriate CDRLs will be included with the solicitation and subsequent contract. Before releasing a solicitation, the PM or requiring activity should account for any required reviews, approvals, or waiver requests requiring coordination with external offices.

(2) The acquisition and sustainment community of professionals is strongly encouraged to obtain and enroll in available resources, education, and training on the CDRL preparation process and related topics or subject matter. The Defense Acquisition University website offers tailored on-demand training to obtain an IP credential and additional stakeholder resources.

h. Planning for Proposal Evaluations.

The USG acquisition team must complete a series of steps to evaluate offeror proposals. See Section 6 for further guidance.

i. Planning for Data Receipt, Inspection, and Acceptance.

Requirements for inspection and acceptance of the data should be specified in Block 7 of the CDRL or Section E, titled “Inspection and Acceptance of the Solicitation.”

j. Planning for Management and Storage of Data.

Whether data is to be delivered or merely made available to the USG, PMs should plan for the appropriate protection, management, and storage of data under USG custody and control. Planning should take into consideration any provisions for constructive delivery of data, as well as guidelines surrounding USG use of the delivered data stored in the contractor’s data repository. A contractor’s data repository may be controlled by the USG; however, the

distinction between control and physical possession should be specified within the contract during the development of an IP strategy and before contract award. Programs must determine:

- (1) Who will need access to use the data.
 - (2) What IT systems or services will be used to store the data, such as a USG-owned and -operated data center or a cloud service provider.
 - (3) What processes will be used to share or exchange the data.
 - (4) What processes will be used to provide configuration management (CM) of the data.
- For more detail on CM of data, see Paragraph 9.3.

SECTION 4: DATA ACQUISITION

4.1. COMPONENTS OF DATA REQUIREMENTS.

a. Requirements.

Data requirements include the following objectives:

(1) Ensure compliance with all applicable laws, policies, and guidance, including DoD data policies and guidance.

(2) Obtain an estimate of what portion of the total price is attributable to the development or production of the listed data (not to the sale of rights in the data).

(3) Acquire the most economically minimum amount of data needed to procure and support military systems, materiel, and services, often across the DoD.

(4) Assure the delivery of acquired data is on-time to serve the intended purpose(s).

(5) Establish data requirements based on DoD needs in management, scientific, technical, engineering, and logistics functions and fulfill these needs based on cost-effectiveness analyses.

(6) Specify data requirements in solicitations in sufficient detail to provide a basis for a full, clear, and firm understanding between the USG and the contractor with respect to the total data requirements at the time the contract is awarded.

(7) Provide competent administration of contracts requiring the furnishing of data and assure that all contract provisions pertaining to data are fully satisfied.

(8) Maintain quality assurance procedures in the acquisition of data to assure the adequacy of the data for its intended purpose.

(9) Provide for the continued currency of acquired data in accordance with data requirements.

(10) Minimize the acquisition of duplicative or overlapping data pertaining to materiel, systems, or services when data that would serve the same function or purpose as data that has been or is being acquired by the USG, except when such duplication is necessary for an authorized purpose. For example, Components may consider redundancy when necessary for operations security, to verify reliability and accuracy of data sources or inferences, or to provide appropriate resiliency.

b. Methodology.

DIDs are prepared in accordance with DoDM 4120.24 and MIL-STD-963 to define data requirements for a contractor.

c. PWS, SOO, and SOW.

All USG contracts include a PWS, SOO, or SOW, which:

- (1) Forms the basis for successful performance by the contractor and effective administration of the contract by the USG.
- (2) Contains work tasks that may generate potential data products.
- (3) Specifies in clear and concise terms the products and services to be delivered and performed by the contractor.

d. CDRLs.

(1) CDRLs define the data to be delivered and the requirements for the data's approval, marking, inspection, and acceptance; distribution and delivery location; and submission schedule. Consistent with DFARS 215.470, when data is required to be delivered under a contract, include the CDRL in the solicitation unless the data is an invoice or data described in FAR 52.219-9(l). The appropriate PWS, SOO, or SOW section or contract clause should be referenced in Block 5 of the CDRL, and the PWS, SOO, or SOW should also reference the CDRL(s) that result as appropriate. Each CDRL should have an associated DID that defines the format and content of the data deliverable.

(2) As a best practice, CDRLs should reference an approved, repetitive-use DID. The ASSIST database should be researched at <http://quicksearch.dla.mil/> to ensure that active DIDs are cited on the DD Form 1423.

(3) See DoDI 5000.73 for guidance on tailoring DIDs relating to cost and software data reports requirements. In accordance with DoDI 5000.73, DCAPE is the only waiver approval authority for the data deliverables covered in that instruction. See Section 5 of this issuance for detailed instructions regarding CDRLs.

e. DID.

A DID provides the content and format requirements for data items required to be delivered. DIDs are categorized as either repetitive or one-time use. Each DID has a defined office of primary responsibility or preparing activity that is responsible for the content, revisions, and cancellation of that DID. The Standardization Directory (SD-1) defines DoD standardization codes and DID approval authorities. DIDs are prepared in accordance with MIL-STD-963. DoDM 4120.24 outlines processes and procedures for DID coordination and approval.

(1) Repetitive-use DIDs.

Repetitive-use DIDs are available for all DoD Components to use. The list of Office of Management and Budget (OMB) -cleared repetitive-use DIDs is contained in the ASSIST (see <https://assist.dla.mil>).

(2) One-Time DID.

There may be instances when DoD-approved DIDs contained in ASSIST are inadequate. This can occur when a contract data requirement cannot be satisfied using an active DID currently in ASSIST or time constraints preclude preparation and approval of a repetitive-use DID. A one-time use DID should be prepared in accordance with MIL-STD-963 and coordinated for approval in accordance with DoDM 4120.24. One-time use DIDs:

(a) Are prepared when a data requirement is a one-time requirement or when time constraints preclude preparation and approval of a repetitive use DID. One-time DIDs can be prepared and approved for a one-time acquisition using a single contract or multiple contracts associated with a single acquisition program.

(b) A one-time DID must be prepared in accordance with MIL-STD-963. One-time DIDs are not coordinated and are approved by the cognizant Military Department or Defense Agency DID approval authority.

(c) One-time DIDs are not contained in ASSIST.

(3) New DID Development.

Before preparing a new DID, the preparing activity, in coordination with the lead standardization activity, must search ASSIST to determine whether an existing approved DID can be used, tailored down, or revised in lieu of developing a new DID.

(4) Existing DID Revision.

A request to revise an existing DID can be made by contacting the preparing activity of the DID. If the preparing activity concurs with the recommended revision, the preparing activity will request standardization project approval to revise the DID via the ASSIST. Such revision will be coordinated in ASSIST for 30 days.

(5) Canceled or Superseded DID.

(a) Canceled or superseded (previous versions of) DIDs must not be used in new solicitations. However, canceled or superseded DIDs:

1. May still be cited if a DID is canceled or superseded after the release of a request for proposals, but before the award of a new contract.

2. In use on a current contract may be used on follow-on contracts for the same item when continuity of data format and content is required.

(b) In all cases where a DID has been superseded, the newer DID should be reviewed for possible application on the new or follow-on solicitation or contract.

4.2. ACQUISITION DATA CALL.

a. An acquisition data call should be requested:

(1) By the DM (or equivalent qualified USG representative working under the direction of the PM) for all functional USG organizations involved in the program and the specific acquisition.

(2) To prepare and submit essential data requirements to be included in a solicitation and imposed in a contract or agreement.

(a) An acquisition data call could be issued for each specific acquisition program, for programs within a program executive office, or for similar requiring activities and should be one of the first steps in developing the solicitation or contract documentation.

(b) For programs that are utilizing digital engineering, the acquisition data call should use a digital system model data taxonomy to support identifying data requirements.

(c) Even if a formal acquisition data call is not required (e.g., the program is not a major system), best practice is to identify data requirements in a similar manner to include in the solicitation.

b. The acquisition data call process should include a timeframe for an acquisition data call, program information, acquisition data call participants, acquisition data call IPT members, and data call responses.

(1) Timeframe for an Acquisition Data Call.

The DM (or equivalent qualified USG representative working under the PM's direction) should conduct the acquisition data call early enough to translate data requirements identified in the data call into contractual requirements while meeting the procurement administrative lead-time. This timeframe should be at least 6 months or more before release of the solicitation. See Paragraph 3.2.d. for DM responsibilities.

(2) Program Information.

The acquisition data call should offer the recipient access to key program information such as, but not limited to:

(a) The acquisition plan.

(b) The acquisition strategy (e.g., for a description of how the program is using MOSA), including a program data plan.

(c) The IP strategy. This is included in the acquisition strategy and then transitioned to become an annex of the PSS during the operations and support phase. See Paragraph 4.1. of DoDI 5010.44 for further details on ensuring a program has a robust IP strategy at inception, which evolves and addresses the full spectrum of IP and related matters.

(d) The PSS and performance-based logistics strategy, as defined by DoDI 5000.85.

(e) The life cycle mission data plan.

(f) The systems engineering plan.

(g) The program protection plan.

(h) The test and evaluation plan.

(i) Type of effort (e.g., research and development and production).

(j) Length of effort (years, months, or days). Unless otherwise specified, “days” is assumed to be calendar days.

(k) Brief description of effort together with planned top-tier post-award contractual milestone schedule.

(l) Contractor (if known) and identification of any overlap with other existing contracts.

(m) Requirement documents (e.g., PWS, SOO, or SOW, purchase description, and specification). Documents may be in draft form.

(n) CDRLs. Documents may be in draft form.

(o) The military or commercial requirements that will be applied for the acquisition.

(p) Type of contract.

(q) Point of contact (POC) for data call information or guidance.

(r) Suspense date(s), such as contract award milestone events, which allow adequate time for a well-prepared response.

(3) Acquisition Data Call Participants.

The acquisition data call should reach all functional areas that support the material content (e.g., engineering, software engineering, integrated logistics support activities, CM, test and evaluation, product assurance, safety, human engineering, training, comptroller, and cost community). Figure 1 identifies recommended program participants.

(4) Acquisition Data Call IPT Meetings.

The DM, or equivalent qualified USG representative working under the direction of the PM:

(a) Should be involved in setting up the IPT meetings. These meetings should include all the functional area representatives for a meeting to discuss program requirements, review existing data requirement input, and identify any additional data requirements pursuant to the program data plan. The DM and the functional representatives identify, define, or review the applicable data acquisition documents and DIDs for each data requirement. During IPT meetings, all acquisition program requirements and their essential data requirements should be discussed among all functional area representatives.

(b) Along with the user, when possible, should provide program background information and requirements for developing a PWS, SOO, or SOW. The functional areas subject matter experts will use this information to identify or develop all of the appropriate documentation defining the data requirements. This documentation should be incorporated into the acquisition requirements.

(5) Acquisition Data Call Responses.

The responses to the acquisition data call are critical and provide the basis for the user's data requirements becoming contractual requirements. Those requirements will be consolidated and reviewed at several management levels, any one of which may challenge the need for the data. Data requirements can be specified using a DID and CDRL. Before the solicitation is finalized, acquisition data call participants should refer to the PWS, SOO, or SOW or other requirement documents to verify whether a valid contract requirement supports the proposed data requirement. Justification for each data requirement should be provided to the initiator of the acquisition data call. Each acquisition data call participant should be able to address:

(a) Why the program office needs the CDRL for development, production, or sustainment consistent with the life cycle phase of the program, purpose of the contract, and the program's product support strategy.

(b) Why delivery of the proposed content is required (e.g., the tailoring of the DID of the proposed CDRL is consistent with the DID such that, when read together, the result is complete and is grammatically correct).

(c) Where the tasking statement is located in the PWS, SOO, or SOW that requires CDRL development or production.

(d) Whether the PWS, SOO, or SOW describes content that should instead be described in the CDRL itself.

(e) Why approval (vice review) of that CDRL is required.

(f) Whether any redundancy exists between different CDRLs that require delivery to the USG.

4.3. DRRB.

A DRRB can be used to authenticate and validate solicitation and contract data requirements, including the data and corresponding PWS, SOO, or SOW tasking requirements. DoD Components determine when a DRRB is required.

a. Purpose and Function.

The DRRB reviews:

(1) All data and functional requirements to ensure that requirements are appropriate to the contract's objectives, properly specified therein, and in accordance with the life cycle needs established by the acquisition strategy, PSS (or capability support plan), the system engineering plan, and the IP strategy.

(2) Whether data requirements should be added. If so, the DRRB will ask the CDRL author(s) to explain why data requirements have been omitted.

(a) The DRRB is the forum where each proposed CDRL's author(s) defend their position that the content and format specified in the CDRL is required, and that the USG needs to acquire a certain type of IP rights to that content.

(b) The results of the DRRB review should include an agreed upon list of defined data requirements.

(c) The DM (or equivalent qualified USG representative) should perform the functions of the DRRB when one is not otherwise required.

b. Membership.

DRRB membership should be at a level of management that has authority to approve or disapprove the data requirements and associated tasks for the respective functions. It should be organized in a manner that ensures that all of the data requirements and the associated tasks are reviewed by a cross-section of the functional and administrative elements providing support to the system, program, and equipment.

(1) Formal DRRB membership should consist of representatives from all relevant functional areas and include a representative from the Military Department or the Military Department's organizational chief information officer function. Other persons, such as a program or IP attorney, may be invited at the discretion of the DRRB chair. For example, the DRRB may wish to consult with an IP attorney before deciding to tailor standard DID language that may affect the scope or content of data to be delivered.

(2) All members of the DRRB should be present for the initial session. Attendance at subsequent sessions is at the discretion of the DRRB co-chairs.

c. Chair(s).

The DRRB membership should include a chair vested with decision authority for all DRRB actions, such as the PM. In addition to the PM as chair, other potential DRRB co-chairs may include the PCO, DM, or other qualified USG representative. However, DoD Components seeking DRRB determination may request a higher organizational level review of a DRRB decision if dissenting DRRB members request it.

4.4. SOLICITATION PREPARATION.

The PM or equivalent should ensure that all aspects of the data requirements are integrated when finalizing the solicitation. For example, PMs and COs are required to follow regulations applicable to the CDRL when developing CDRLs and accepting data delivered for those CDRLs. Table 2 lists steps to identify data needs and prepare a solicitation for a specific acquisition.

Table 2. Solicitation Preparation Steps

Step	Description	POC
1	After careful consideration of acquisition data needs, specify the data requirements in the solicitation. Each data deliverable identified in a CDRL should map to a task in the PWS, SOO, or SOW (referenced in Block 5 of the CDRL). Map the level of license rights against the TD or software deliverable(s) to which the license pertains. The PM should comprehend the level of indenture of the offeror's or contractor's performance (e.g., the level of indenture shown in a work breakdown structure document) relative to the asserted license rights and the associated deliverables. List the DIDs Identification Number that provide the format and content requirements for the CDRL item in Block 4 of the CDRL.	DM, PSM, other cross-functional IPT members, as appropriate
2	While developing a solicitation, cite language from DFARS 252.227-7017, which requires offerors to insert in an attachment to their proposal an assertion of any TD or CS to be delivered with less than unlimited rights. See DFARS 252.227-7017 for further details and a complete list of solicitation provisions.	PSM, PCO

a. Step One.

See the Glossary for complete definitions of key terms listed in Paragraphs 4.4.a.(1)-(8). The key terms are explained more clearly to identify differences between and among types of data discussed in this issuance (e.g., the technical manual (TM), technical data package (TDP), and TD). Within step one, programs will identify the following forms of data they may need:

(1) TM.

Military TM requirements should be specified in either a TM contract requirement (TMCR) or a defense specification or standard. The TMCR or defense specification or standard would be cited as the “Authority” in Block 4 of the CDRL. The required format and content for a Service or DoD Component TMCR should be obtained from the Service or DoD Component data management focal point, office, or individual with appropriate authority.

(2) TDP.

(a) The need to procure a TDP can be informed by numerous factors, including the:

1. Planned maintenance and support strategies.
2. Expected use of MOSA.
3. Expected mix of commercial and noncommercial technologies.
4. Expected life cycle of the system and the expected rate of technological change.
5. Level of license rights of the TD or software deliverable(s), including for interfaces between components, as applicable.
6. Level of indenture of the offeror’s or contractor’s performance (e.g., the level of indenture shown in a work breakdown structure document or system architecture) relative to the asserted license rights and the associated deliverables.
7. Expected mix of commercial and noncommercial technologies.
8. Expected life cycle of the system.
9. Expected rate of technological change.

(b) These factors can influence the needs for a TDP in the current acquisition phase, as well as throughout the entire life cycle and should inform how a requirement for a TDP is approached as part of a contract.

(3) CS and Related Materials.

To the maximum extent practicable, and as part of any negotiations before contract award, the PM and PCO should obtain periodic delivery of all software and related materials necessary to meet operational, cybersecurity, and supportability requirements. Periodic delivery requires considerable planning when programs are using Agile and DevSecOps approaches due to the high frequency of delivery. Acquisition programs are encouraged to consider ordering for delivery more than just the noncommercial CS in executable code format. Such CS and related materials that a program may also need to consider acquiring include:

- (a) All executable code.
- (b) Source code (including those that support activities such as compilation, debugging, and future requirements for software sustainment over the life cycle of the program).
- (c) All software components where the USG will have rights to the source code (e.g., open source software, software developed at USG expense).
- (d) Associated scripts.
- (e) Build procedures.
- (f) Automation scripts.
- (g) Tools.
- (h) Databases.
- (i) Libraries.
- (j) Test results.
- (k) Data sets (e.g., those that support operations and mission-related decisions).
- (l) Firmware.
- (m) Training materials (both TD and CS).
- (n) Lists of all third-party software components included in the software.
- (o) Software architecture and design documentation, and licensing information for all third-party software components.
- (p) A software bill of materials.
- (q) API software development kit and associated API documentation.
- (r) Artificial intelligence (AI)/machine learning (ML) information, such as:
 - 1. Information on the AI/ML models used, including model architecture, training parameters, and performance metrics; and documentation on how the models were trained, validated, and tested.
 - 2. Guidelines for ethical AI/ML practices, such as fairness, transparency, and accountability; and documentation on measures taken to mitigate unintended biases and ensure ethical use of AI/ML data.

(s) Any other elements necessary to integrate, test and evaluate, debug, deploy, operate, and maintain the software application relevant environments (e.g., development, staging, and production).

(t) Architecture for development of software deliverables (including the architecture metadata).

(4) Logistics Product Data.

It is vital for acquisition programs to procure all of the information needed to operate, maintain, repair, and otherwise sustain the end system. Data in this category includes provisioning technical documentation, packaging, handling, storage, and transportation information, training information, TMs, maintenance planning information, support and test equipment information, digital engineering data and models (e.g., three-dimensional models and digital twins), interoperability standards, and data formats to ensure seamless integration and use across different platforms and systems.

(5) Data Format and Usability.

The format specified for delivered data can significantly affect the usability of the data after it is delivered.

(a) Programs should determine the data structure and functional capabilities needed to support each data requirement based on how the data will be used, by whom, where it will be stored, and how it will be shared or exchanged to accommodate full fidelity interoperability considerations.

1. When possible, data structure should follow Federal and Intelligence Community guidelines to promote data sharing through interoperability. In doing so, programs should adopt data format and usability consistent with visible, accessible, understandable, linked, trustworthy, interoperable, and secure premises in accordance with DoDIs 8320.02 and 8320.07.

2. It is essential for programs to make contractor-prepared data discoverable and accessible across the DoD, such as through metadata tagging, both in the data itself and through cataloging metadata in the DoD federated catalog.

(b) Specifying a neutral format, such as standard for the exchange of product model data for three-dimensional computer-aided design files, portable document format for documents, or two-dimensional drawings, requires an export or translation process by the contractor, including neutral formats that accommodate full fidelity operability. This process usually results in a loss of fidelity and functionality when compared to the native files created by the contractor. Programs should consider procuring native or both native and neutral files to support maximum functionality of the data.

(c) As a means to specify neutral or native formats or both, a useful point of reference is the “TDP Option Selection Worksheet.” The program may consider using this worksheet as a means to designate the format and content as requiring native or neutral or both native and neutral files. See DD Form 2554–1 to –8, TDP Option Selection Worksheet.

1. For digital TD where the USG only requires access to and not delivery of the data, programs should consider how they will access, inspect, and deem acceptable such digital TD in its native format.

2. Where USG standards do not apply, programs should use technical and commercial data standards in lieu of USG standards, except where inconsistent with law or otherwise impracticable. For further information, refer to OMB Circular A-119.

(6) Data or Information Incidental to Contract Administration.

The standard license terms defined for TD and CS in accordance with DFARS 227.71 and 227.72 do not apply to data incidental to contract administration such as financial, administrative, cost, or management information (which may include trade secret information). The program should expressly define USG rights to use, release, or disclose this data outside the USG in the solicitation. To protect any applicable IP interests of offerors or other parties, the USG should negotiate specific licenses between the offeror and the USG that will be included in the resulting contract and restrict disclosures to third parties (unless mutually agreed upon by the parties). See Appendix 4A for additional details on USG license rights.

(7) CM Data.

Data that defines the functional or physical attributes, design, or operational information of an item, component, or process (ICP) should be controlled to ensure consistent performance of the ICP. Therefore, CM data requirements should be included in the solicitation. Electronic Industries Alliance (EIA) Configuration Management Standard EIA-649C defines basic CM principles and the best practices employed by industry. EIA-649C defines five CM functions and their underlying principles, which can be used to collectively create a checklist of “best practice” criteria to evaluate a CM program. EIA-649-1A implements the requirements of EIA-649C for DoD programs. Programs can incorporate these principles into CM requirements that can be contractually binding when included in DoD contracts. CM plan requirements in accordance with DID DI-SESS-80858 should be included as appropriate.

(8) DAL.

(a) The USG may order a DAL in accordance with DID DI-SESS-81453. Table 3 depicts portions of an example DAL. The DAL is an index of contractor internal data that has been generated by the contractor in compliance with the work effort described in the PWS, SOO, or SOW. The DAL is not a requirement to deliver the data listed. However, USG personnel can use information listed on the DAL index to order additional data via the deferred ordering clause. The deferred ordering clause must be included or referenced in the solicitation and contract when the deferred ordering technique might be used. For further details on the deferred ordering clause, see DFARS 252.227-7027.

Table 3. Example DAL

Type	Document Number	Rev	Document Title	Date	USG Rights	Comment
Requirements	SBR123-U-15	B	Product detailed design	10/2/2019	Unlimited rights	
Requirements			Concept of operations	4/8/2017	Limited rights	
Software	2M19242		Commercial standard software portable document format	10/2/2019	Restricted rights	

(b) Figures 2, 3, 4, 5, and 6 provide examples illustrating contract line-item number (CLIN) numbering of data (e.g., CLINs for TDPs, TMs, and other data requirements).

Figure 2. Example CLIN Numbering of a TDP

ITEM NUMBER	SUPPLIES AND SERVICES	QTY	UNIT	PRICE	AMOUNT
0002	TDP for CLIN 0001 in accordance with Exhibit A.	1	EA	\$XXXXXX*	\$XXXXXX*

*Provided by offerors responding to a solicitation; final contract amounts inserted by contracting officer.

Figure 3. Example CLIN Ordering of TMs

ITEM NUMBER	SUPPLIES AND SERVICES	QTY	UNIT	PRICE	AMOUNT
0003	TMs for approved equipment nomenclature, CLIN 0001, in accordance with Exhibit B.	1	EA	\$XXXXXX*	\$XXXXXX*

*Provided by offerors responding to a solicitation; final contract amounts inserted by contracting officer.

Figure 4. Example CLIN Numbering of TMs

ITEM NUMBER	SUPPLIES AND SERVICES	QTY	UNIT	PRICE	AMOUNT
0003	Operator's TMs for (enter approved equipment nomenclature), CLIN 0001, in accordance with Exhibit B.	1	EA	\$XXXXXX*	\$XXXXXX*

*Provided by offerors responding to a solicitation; final contract amounts inserted by the contracting officer.

Figure 5. Example CLIN Numbering of Other Data Requirements

ITEM NUMBER	SUPPLIES AND SERVICES	QTY	UNIT	PRICE	AMOUNT
0005	Data requirements for CLIN 0001 in accordance with Exhibit D.	1	EA	\$XXXXXX*	\$XXXXXX*

*Provided by offerors responding to a solicitation; final contract amounts inserted by the contracting officer.

Figure 6. Example CLIN Numbering of Greater Rights in TD

ITEM NUMBER	SUPPLIES AND SERVICES	QTY	UNIT	PRICE	AMOUNT
0006	Unlimited rights in TDP of CLIN 0002	XXXX	XXX	\$XXXXX*	\$XXXXXX*

*Provided by offerors responding to a solicitation; final contract amounts inserted by the contracting officer.

b. Step Two.

Use Paragraphs 4.4.b.(1)-(7) to ensure delivery of the needed data:

(1) Contract Clauses.

In addition to accounting for data requirements, the PCO should verify that the solicitation includes the appropriate data acquisition-related FAR and DFARS provisions and clauses.

(2) Solicitation PWS, SOO, or SOW Tailoring.

Standard data acquisition documents may include requirements (defense specifications and standards, non-USG standards, and standard contract clauses) that are inapplicable or

unnecessary for the specific acquisition. The USG will generally list and attach relevant CDRLs as part of Section J of the solicitation and describe what they need or requirement(s) for service they are expecting from the contractor or vendor in Section C of the solicitation. CDRLs should be linked to the PWS, SOW, or SOO.

(a) Before release of the solicitation, the USG should ensure the tasks and subsequent data requirements are essential and relevant to the specific acquisition.

(b) Additional requirements may be added to the PWS, SOO, or SOW or as an attachment to the solicitation.

(c) Unnecessary or inapplicable requirements should be removed by the author prior to release to achieve an optimal balance between program needs and costs.

(3) Separate CLIN.

In accordance with DFARS Procedures, Guidance, and Information (PGI) 204.7105(a)(4), each exhibit will apply to only one CLIN or subline item. DFARS PGI can be accessed at <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>. Each data item may be either separately priced or not separately priced. The requiring activity should identify a CLIN that corresponds to each data item in Block A of the CDRL.

(a) This also allows these products to be priced separately from the administrative, development, design, or production tasks.

(b) Items that should be considered for separate CLINs include TDPs, TMs, CS, deferred delivery data, and acquisition of greater than the standard data rights granted under the applicable DFARS clauses (when the standard rights are not unrestricted or unlimited rights).

(c) Some data requirements specified on a separate CLIN may need special inspection and acceptance requirements. Such requirements should be addressed in Section E of the solicitation. Each CLIN must be defined and described in detail to prevent confusion when ordering or tracking parts or items in a contract.

(4) Deferred Ordering.

When a firm requirement for a particular data item has not been established before contract award but there is a potential need for the data, the USG should include the ability to acquire additional TD or CS that was generated in the performance of the contract by including the deferred ordering clause contained in DFARS 252.227-7027 in the solicitation and resulting contract. This option is useful when exact data requirements are difficult to determine at the time of initial contract award. Deferred ordering should never be used as a substitute for advanced planning of data requirements.

(a) The deferred ordering clause must be included or referenced in the solicitation and contract when the deferred ordering technique might be used. This clause allows the USG to order any data generated in the performance of the contract or related subcontract, at any time during the performance of the contract or within 3 years after acceptance of all items, other than

TD or CS, to be delivered in accordance with the contract or the termination of the contract, whichever is later.

(b) Only data generated in performance of the contract can be ordered using the deferred ordering clause.

(c) The PCO must issue a modification to the contract to order data. The modification needs to add CDRLs on line items.

(d) The contractor is compensated only for the cost of converting the TD or software into the required format and for reproduction and delivery, since the cost of developing these items was included in the cost of the work to perform the tasks generating these items.

(5) Digital Delivery.

Wherever possible, data delivery methods should use modern IT services for digital delivery of the contractually required information. The requirements for digital delivery should be consistent with USG capabilities to receive, use, store, maintain, and distribute the data and to protect the data from unauthorized release or disclosure.

(6) Deferred Delivery.

USG officials can delay delivery of specific data deliverables generated during performance of the contract using DFARS 252.227-7026 for deferred delivery. Considerations for deferring data include:

(a) Delivery can be delayed up to 2 years after either acceptance of all items (other than TD or CS) delivered in accordance with the contract or at termination of the contract, whichever is later.

(b) DFARS 252.227-7026 must be included in the solicitation and contract to use deferred delivery.

(c) Deferred delivery requirements must have a PWS, SOO, or SOW tasking, CDRLs, and the applicable DIDs identified.

(d) The time and place of delivery for these requirements, whether triggered by a calendar deadline or an event, should be listed in Block 10 of the CDRL using the deferred delivery code (DFDEL).

(e) The cost of the deferred delivery data should be similar to competitively priced data.

(f) Whether the deliverable is noncommercial TD/CS developed using agile processes or a defined minimum viable product that is iteratively updated.

(7) Data Warranty.

TD and CS warranties should be obtained when practicable and cost effective. The remedies outlined in DFARS 252.246-7001 are only available to the USG for TD if this warranty clause is included in the contract.

(a) When deciding whether to use extended liability provisions, consider the likelihood that correction or replacement of the non-conforming data, or a price adjustment, will give adequate protection to the USG. For further guidance on extended liability provisions, see DFARS 246.704, 246.708, and 252-247-7007.

(b) Also consider whether the warranty clause will be an effective deterrent against the contractor providing non-conforming data.

APPENDIX 4A: USG LICENSE RIGHTS

4A.1. GENERAL.

Although some exceptions do exist, contractor-prepared data is usually owned by the contractor and licensed to the USG using various data licenses.

a. TD and CS.

Data licenses for TD and CS are a part of the standard DFARS clauses applicable to contractor-prepared data. These licenses grant rights to the USG and place restrictions on how the USG can use, modify, reproduce, display, perform, release, and disclose contractor-prepared TD and CS data. While rights and restrictions are generally granted and imposed on the USG by a contractor according to the type of TD or CS, or the presence or absence of USG funding, these rights and restrictions may be modified through mutual agreement within the bounds established by the DFARS.

b. Data Other Than TD or CS.

There is a range of data that is not subject to DFARS 227.71 and 227.72, including data or information incidental to contract administration, such as financial, administrative, cost, or management information. Since there are no DFARS standard license rights in such data, the USG must have a license agreement to use, modify, reproduce, perform, display, release, or disclose this data (which may include trade secret information). To protect any applicable IP interests of offerors or other parties, the USG should negotiate specific licenses between the offeror and the USG that will be included in the resulting contract and restrict disclosures to third parties (unless mutually agreed upon by the parties).

4A.2. DATA RIGHTS CATEGORIES.

a. Data License Types.

(1) DFARS 227.71 and 227.72 describe six data license types for noncommercial item TD and noncommercial CS:

- (a) Unlimited rights (UR).
- (b) USG purpose rights (GPR).
- (c) Limited rights (LR).
- (d) Restricted rights (RR).
- (e) Small business innovation research (SBIR) and Small Business Technology Transfer (STTR) rights.

(f) Specially negotiated license rights (SNLR).

(g) Commercial item TD and commercial CS rights are treated separately.

(2) More information on UR can be found in DFARS 252.227-7013, 252.227-7014, and 252-227-7018. Note that the term “noncommercial” is interchangeable with “other than commercial” in this DoDM since DFARS 252.227-7013 and 252.227-7014 utilize the terms “Other Than Commercial Products and Commercial Services” and “Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation.”

b. UR in Noncommercial TD and CS.

(1) The USG is presumed to have UR in data that is delivered unmarked (or marked only with a copyright marking). As such, the USG can share such data with anyone for any reason or purpose assuming no other restrictions apply, such as those restrictions pursuant to DoDI 5230.24 and DoDI 5200.48 for national security or export control reasons.

(2) The USG is granted access to UR for data which pertains to an ICP that was developed exclusively (i.e., 100 percent) with Federal funds.

(3) There are also some types of data to which the USG is granted UR access regardless of the source(s) of development funding. This includes form, fit, and function data; operation, maintenance, installation, or training (OMIT) data; and noncommercial CS documentation.

(4) There are no prescribed mandatory data rights markings or legends for data in which the USG has UR.

c. GPR in Noncommercial TD and CS.

If neither party exclusively (i.e., 100 percent) funded the development of the ICP or the CS, then the ICP or CS is generally presumed to have been created with mixed USG and contractor funding. The USG receives a GPR license in all data pertaining to the ICP and CS developed with mixed funding.

(1) The USG may share this data with a third party if the third party will use the data only for USG purposes (which includes competitive procurement but does not include commercialization without a license from the contractor or owner). The third party must execute a non-disclosure agreement or agree to non-disclosure terms that are included in the clause at DFARS 252.227-7025. DFARS 252.227-7013 and 252.227-7014 prescribe contractually authorized markings that restrict the Government’s use of such data.

(2) Generally, the USG’s GPR in data becomes UR 5 years after execution of the contract, subcontract, letter contract, contract modification, or option exercised that required development of the ICP or creation of the data. The legend on the data will indicate the expiration date of the GPR.

(3) For further guidance, see DFARS 252.227-7013(f), 252.227-7014(f), 252.227-7013(f)(2), and 252.227-7014(f)(2).

d. LR in Noncommercial TD.

When the contractor has exclusively (i.e., 100 percent) funded the development of an ICP, the USG receives LR in the noncommercial TD. Pursuant to DFARS 252.227-7013, the USG may only share LR noncommercial TD with certain third parties delineated in the clause. DFARS 252.227-7013 prescribes contractually authorized markings that restrict the Government's use of such data.

e. RR in Noncommercial CS.

When the contractor has exclusively (i.e., 100 percent) funded the development of CS, the USG receives RR in the CS. The USG will automatically receive UR in all delivered CS documentation. Pursuant to DFARS 252.227-7014, the USG may only share RR software with certain third parties delineated in the clause. DFARS 252.227-7014 prescribes contractually authorized markings that restrict USG use of such software.

f. SBIR and STTR Rights in TD and CS.

The USG will have SBIR and STTR rights in all TD or CS generated under SBIR or STTR contracts for the duration of the SBIR/STTR data rights protection period. See DFARS clause 252.227-7018 for additional detail on SBIR and STTR data rights. SBIR/STTR rights are very similar to LR and RR. The USG may only share data, TD, or CS for which it has SBIR and STTR rights with certain third parties delineated in the contract during the protection period specified in the DFARS at the time of contract award.

g. SNLR in Noncommercial TD and CS.

The parties involved may use SNLRs when the standard DFARS data rights categories described in Paragraph 4A.2.a.(1)(a) through (e) are insufficient to properly define the mutually desired allocation of rights in data. Such data is subsequently marked using the SNLR legend defined in DFARS 252.227-7013 and 252.227-7014 for CS. That marking directs the reader to a specific license agreement for a full understanding of the negotiated data rights. DFARS 252.227-7013(f)(4) and 252.227-7014(f)(4) prohibit the USG from negotiating or accepting less than LR in noncommercial item TD or RR in noncommercial CS.

h. Rights in Commercial TD.

In most cases, the USG will only have the equivalent of LR for TD associated with a commercial item; however, DFARS 252.227-7015(b)(1) provides the equivalent of UR in a few categories of commercial TD regardless of development funding (e.g., form, fit, and function data and OMIT data). Any additional rights must be negotiated. There are no prescribed markings for commercial item TD supplied with restrictions. The USG is not liable for disclosures of data supplied without any restrictive markings. See DFARS 252.227-7015(d) regarding release from liability.

i. Rights in Commercial CS.

In accordance with DFARS 227.7202-1, commercial CS will be acquired under the licenses customarily provided to the public unless such licenses are inconsistent with Federal procurement law or do not otherwise satisfy user needs. As a best practice, parties should ensure that the contract specifically identifies which license (specially negotiated or otherwise) applies to which data (deliverable or otherwise). There is no DFARS clause for commercial CS.

j. Rights in Customized Commercial Licenses.

In addition to the rights covered in Paragraph 4A.2.g. of this issuance and DFARS 252.227-7015(b)(1) and (b)(2), the contractor and USG are allowed to negotiate customized licenses for additional USG rights in commercial TD in accordance with DFARS 252.227-7015(c). Similarly, if a commercial CS license does not meet USG needs, the parties may negotiate customizations to the commercial license. Such negotiated terms for commercial TD and CS licenses are said to be “customized” rather than “specially negotiated” to distinguish from noncommercial TD and CS license negotiations.

k. Rights in OMIT Data and Detailed Manufacturing or Process Data (DMPD).

(1) TD that is necessary for OMIT purposes is frequently referred to as “OMIT data,” although that term is not defined in the DFARS. Typical items in the OMIT category are installation drawings, TMs, and training related data. DFARS 252.227-7013, 252.227-7015, and 252.227-7018 provide additional information on OMIT data and DMPD and the associated rights.

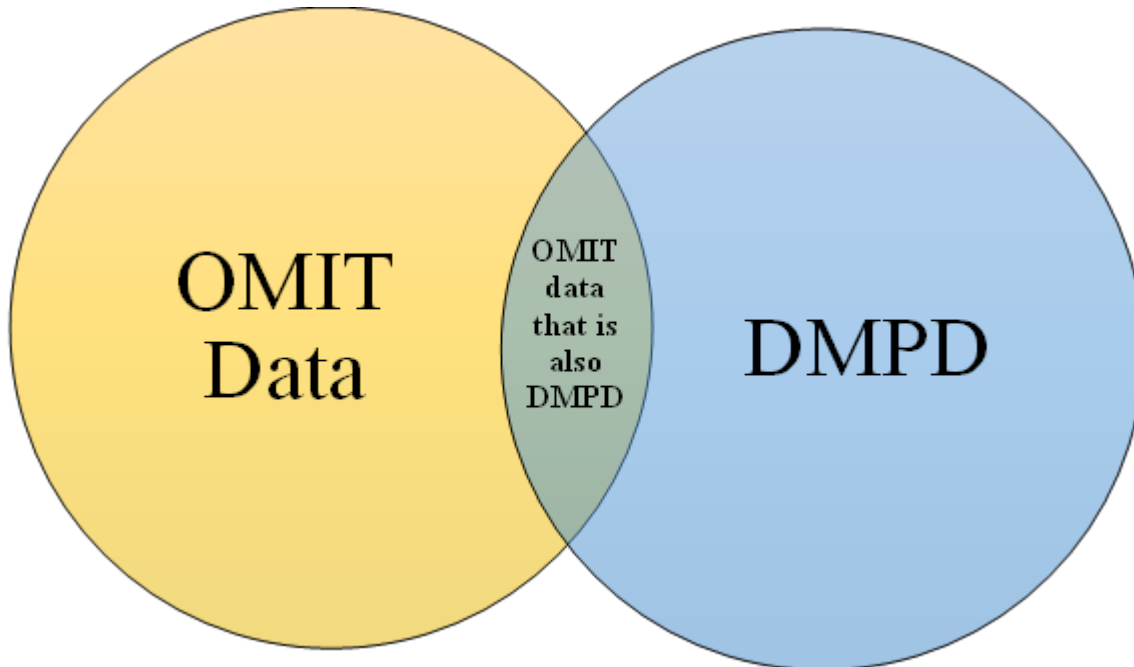
(2) DoD personnel and defense contractors often misunderstand or misconstrue the relationship of OMIT data and DMPD, likely because the DFARS recognizes a limited exception or “carveout” for cases when data qualifies as both OMIT data and DMPD. Some common misconceptions concerning OMIT data and DMPD include:

(a) That OMIT data and DMPD are mutually exclusive, such that if data is DMPD it cannot be OMIT. The more accurate understanding is that OMIT data and DMPD are independent data categories, which can be thought of as overlapping circles in a Venn diagram (see Figure 7). Most misconceptions seem to focus on that area of overlap (i.e., data that simultaneously and independently meets the criteria to be both OMIT data and DMPD).

(b) That there is a DFARS “carveout” that excludes DMPD from any or all delivery requirements or that grants rights in OMIT data. A more accurate understanding is that the DFARS recognizes a DMPD exception to the standard grant of UR in OMIT data, but there is no such exception regarding delivery requirements. For any portion of OMIT data that also qualifies as DMPD, USG rights in that DMPD will be determined by the usual application of the development funding test (rather than the standard grant for OMIT data regardless of development funding). However, there is no similar exception or carveout regarding data delivery requirements for data that qualifies as both OMIT data and DMPD.

(c) That the USG always gets LR in DMPD. A better understanding is that USG rights in DMPD are determined by the standard application of the DFARS source-of-funding test, even for portions of DMPD that also qualify as OMIT data.

Figure 6. Venn Diagram of OMIT Data Versus DMPD



(d) For additional information on the overlap of OMIT data and DMPD, see Section 2.6.6 of the Intellectual Property Guidebook for DoD Acquisition.

SECTION 5: CDRL PREPARATION

5.1. GENERAL.

PMs and COs are required to follow applicable regulations when developing CDRLs and accepting data delivered for CDRLs. CDRLs are an exhibit to a contract or task/delivery order. A CDRL references the contract tasking (i.e., PWS, SOO, or SOO paragraph), data format and content requirements, and inspection, acceptance, and delivery requirements for each data deliverable.

a. CDRL Official Source.

The CDRL (i.e., DD Form 1423) can be found on the DoD Forms Management Website at <https://www.esd.whs.mil/Directives/forms/>.

b. CDRL Electronic Equivalent.

An electronic equivalent of the CDRL can be used, if it contains the same information. When the CDRL is captured according to the purchase request data standard, it is a standardized data format for inclusion with the rest of the contract.

c. CDRL Preparation Considerations.

(1) Contractor Format Versus Neutral or USG Format.

Data is frequently inherently generated by work tasks specified in the PWS, SOO, or SOW. As part of performing design, development, testing, and production activities, the contractor will prepare certain data as a natural consequence of performing tasking specified in the PWS, SOO, or SOW, irrespective of whether the contract identifies a requirement for the delivery of that data on a CDRL. Delivery of data in a neutral or USG format may increase the cost of that data to the USG. Contractor data formatting is preferred in situations where the contractor's format will not hinder USG use of the data and does not conflict with standards set by the DoD Chief Data Officer. Block 16 of the CDRL contains the option to use contractor format for data delivery.

(2) DID Tailoring.

Overstating data requirements by citing all requirements contained in a DID often leads to increased cost and delay in delivery. It is not mandatory to apply all requirements defined in a published DID. Always consider tailoring the DIDs through the CDRL in Block 16 to reduce requirements and still meet program needs.

(a) Block 16 of the CDRL identifies which DID requirements (e.g., paragraphs, sentences, or words) are not required, or not applicable, to the acquisition. Always consider refining standard DIDs through the CDRL in Block 16 (i.e., tailoring “down” or “in”) as a way of streamlining requirements while still meeting program needs.

(b) If the standard DID requirements are too narrow in view of the PWS, SOO, or SOW, the original DID format and content cannot be expanded upon. A one-time or new DID can be created in accordance with Paragraphs 4.1.e.(2) and (3).

(3) One-Time DIDs.

Copies of any one-time DIDs being referenced by the CDRL should be included in the solicitation and resulting contract.

(4) Cost Estimating.

Offerors will be required to provide estimated prices for each CDRL. PWS, SOO, or SOW tasks and CDRLs must be written in concise and unambiguous terms so prospective offerors can correctly interpret the data requirements when preparing their price estimates. This is especially true for complex digital data products and services.

5.2. INSTRUCTIONS FOR EACH BLOCK IN THE CDRL.

The following provides supplementary information to the instructions on the back page of the CDRL. Note that information for some CDRL blocks is intentionally duplicated or relates to information in other blocks.

a. Text in Brackets.

Text in brackets ([]) indicates information about related content.

b. Sample CDRL.

The CDRL exists in a single form. See Figure 8 for a sample CDRL.

(1) The CDRL allows users to list multiple data items on one form. To add or delete additional data items, point and click the plus or minus sign to the right of Block J.

(2) CDRL users must complete the required entries in Blocks 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 14, and 15. Where users determine that specific blocks are not applicable, the entry requires a “N/A” (not applicable) response, to indicate that users did not overlook those blocks.

(3) Users will complete the CDRL in accordance with Paragraphs 5.2.c.-e.

Figure 7. Example Front Page of DD Form 1423 CDRL

CONTRACT DATA REQUIREMENTS LIST															
A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT B		C. CATEGORY: ☐ TDP ☒ TM ☐ OTHER											
D. SYSTEM/ITEM F-99 Controls Upgrade			E. CONTRACT/PR NO. D92-8000097A-920			F. CONTRACTOR ACME, Inc. (D9999)									
1. DATA ITEM NO. 0002		2. TITLE OF DATA ITEM Firmware Load Manual				3. SUBTITLE Prototype									
4. AUTHORITY (Data Acquisition Document No.) TMCR 86-01				5. CONTRACT REFERENCE SOW Para. C.4.2			6. REQUIRING OFFICE AFMC/EN								
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED D		10. FREQUENCY OTIME		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION							
8. APP CODE N/A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE							
								b. COPIES							
								Draft Final							
								Reg Repro							
16. REMARKS						AFMC/EN									
Blk 12: Due 60 days after Critical Design Review (CDR).						N/A									
						add continuation						15. TOTAL → 1			
						G. PREPARED BY		H. SIGNATURE		I. APPROVED BY		J. SIGNATURE			

DD FORM 1423, FEB 2024
Show Attachment Bar

UNCLASSIFIED
PREVIOUS EDITION MAY BE USED.

Figure 8. Example Back Page of DD Form 1423 CDRL

INSTRUCTIONS FOR COMPLETING DD FORM 1423 (See DoDM 5010.12 for detailed instructions.)	
FOR GOVERNMENT PERSONNEL Item A. Self-explanatory. Item B. Self-explanatory. Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc. Item D. Enter name of system/item being acquired that data will support (e.g., Mission Design Series (MDS) designator). Item E. Self-explanatory (to be filled in after contract award). Item F. Self-explanatory (to be filled in after contract award). Item G. Name of preparer of CDRL. Item H. Date CDRL was prepared and signature of preparer of CDRL. Item I. Name of CDRL approval authority. Item J. Date CDRL was approved and signature of CDRL approval authority. Item 1. See DFARS Subpart 204.71 for proper numbering. To add or delete additional data items, point and click the plus or minus sign to the right of Block J. Item 2. Enter title as it appears on data acquisition document cited in Item 4. Item 3. Enter subtitle of data item for further definition of data item (optional entry). Item 4. Identify only one Data Acquisition Document No. If a single work task generates more than one deliverable data product, prepare a separate data item for each deliverable data product. Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work/Performance Work Statement paragraph number). Item 6. Enter technical office responsible for ensuring adequacy of the data item. Item 7. Specify requirement for inspection/acceptance of the data item by the Government. Item 8. Specify requirement for approval of a draft before preparation of the final data item. Item 9. For technical data and computer software, specify the contractor's requirement to mark the appropriate distribution statement on the technical data or computer software (ref. DoDI 5200.24). Item 10. Specify number of times data items are to be delivered. Item 11. Specify as-of date of data item, when applicable. Item 12. Specify when first submittal is required. Item 13. Specify when subsequent submittals are required, when applicable. Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 10. Item 15. Enter total number of draft/final copies to be delivered. Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item. Identify for which data item additional remarks are provided. When tailoring the Data Acquisition Document invoked in Item 4, identify which portions of that Document are being tailored. Identify any referenced attachments to the form. Attachments can be added using the button at the bottom of page 1.	FOR THE CONTRACTOR Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423. a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423. Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government. b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item. Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government. c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item. Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government. d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal. Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost. Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's rights to use the data shall be governed by the pertinent provisions of the contract.

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c. Blocks A Through F.

(1) CDRL Block A, CLIN.

Enter the CLIN or list of applicable CLINs associated with the CDRL. If necessary, provide the list of applicable CLINs in Block 16. See DFARS PGI 204.7105 for additional details.

(2) CDRL Block B, Exhibit.

Enter the contract exhibit identifier assigned to the CDRL. The CDRL must be a contract exhibit instead of an attachment pursuant to DFARS 204.71. (The contract exhibit identifier must match the letter given in the data item number in Block 1.)

(3) CDRL Block C, Category.

This block provides a convenient means of identifying and grouping individual data items that relate to a separate contract exhibit. Check the appropriate block for the category of data addressed on the CDRL:

(a) TDP.

MIL-STD-31000 defines the types of data that may comprise a TDP and references the applicable USG and non-USG standards and DIDs.

(b) TM.

TMs include manuals for OMIT and other support activities.

(c) Other.

Types of data in the “other” category will be identified by placing the four-character standardization area code specified, pursuant to SD-1 (e.g., ADMN, SESS, MGMT). These codes will align with the standardization category of the DID listed in Block 4.

(4) CDRL Block D, System/Item.

Enter the system, item, project designator, or name of services being acquired that the data will support (e.g., mission design series designator).

(5) CDRL Block E, Contract or Purchase Request Number.

Enter the contract or purchase request number after contract award.

(6) CDRL Block F, Contractor.

Enter the contractor’s name and the appropriate commercial and USG entity code after contract award.

d. Blocks G Through J.

The final four items at the bottom of the CDRL identify who prepared and approved the CDRL items. The specific method of CDRL package approval is the responsibility of each DoD Component approval authority chain corresponding to the requiring activity (for additional detail on this requirement, see DFARS PGI 204.7303-1(b)(2)). It is sound management practice to number, sign, and date each approved page of the CDRL package to ensure that unauthorized pages have not been added or previously approved pages changed.

(1) CDRL Block G, Prepared By.

Enter the name of the individual(s) preparing the CDRL or the name of the activity responsible for preparing the CDRL.

(2) CDRL Block I, Approved by.

Enter the name of the individual approving the CDRL. The approver should not be the same individual that prepared the CDRL.

(3) CDRL Blocks H and J.

The individual preparing the CDRL signs in Block H, and the CDRL approval authority signs in Block J. The electronic signature should include the date signed. If the signature does not include the date, the date must be added.

e. Blocks 1 Through 18.

This paragraph provides supplementary guidance for completing Blocks 1 through 18. Appendix 5A provides a summary of the codes used in Blocks 7, 8, 9, 10, and 12.

(1) CDRL Block 1, Data Item Number.

Each data item must be assigned an exhibit line item number. To add or delete additional data items, point and click the plus or minus sign to the right of Block J. See DFARS PGI 204.71 for definitions and discussions of basic numbering procedures and restrictions:

(a) Start with the exhibit letter as a prefix. Using Exhibit A as an example, number the data items A001 through A999.

(b) If there are more than 999 exhibit line item numbers for a given exhibit, start with the exhibit letter as a prefix (e.g., Exhibit A) and number the data items A001 through A999, B001 through B999, and so on; followed by A00A through A00Z, A010 through A019, A01A through A10Z, etc.

(c) Do not use the letters “I” and “O.”

(2) CDRL Block 2, Title of Data Item.

The title entered needs to be identical to the DID title in Block 4. When using TMCRs or the CDRL to acquire TMs, enter the specific type of TM.

(3) CDRL Block 3, Subtitle.

If the title in Block 2 requires further identification, enter a subtitle referencing the item to which the specific data item applies (e.g., Title: Conference Agenda; Subtitle: Program Reviews).

(4) CDRL Block 4, Authority (Data Acquisition Document Number).

Enter the number of the approved DID that provides the format and content requirements for the data item listed in Block 2. Identify only one data acquisition document number. If a single work task generates more than one deliverable data product, prepare a separate data item for each deliverable data product. DID tailoring information is detailed in Block 16.

(a) Except for a one-time DID, DIDs cited in Block 4 are cleared for listing in ASSIST by the DID approval authority in accordance with SD-1.

(b) When acquiring TMs, enter the specific number of the applicable DID, defense specification, defense standard, or TMCR number that provides the data preparation verification and validation instructions.

(5) CDRL Block 5, Contract Reference.

Enter the specific paragraph number(s) of the PWS, SOO, or SOW that cites the tasking that generates the data requirement.

(6) CDRL Block 6, Requiring Office.

Enter the technical office responsible for ensuring adequacy of the data item. The office identified in Block 6 will have primary responsibility for reviewing and recommending acceptance or rejection of the data deliverable.

(7) CDRL Block 7, “DD 250 REQ,” Inspection and Acceptance Requirements.

This refers to special instructions for inspection and acceptance of data using a DD Form 250, “Material Inspection and Receiving Report.” Enter the applicable code from the choices in Table 4. Specific use of a DD Form 250 is usually limited to and required for final data products that are intended to be limited to baselines for further USG use, such as engineering drawings, specifications, and TMs. Upon delivery, the PCO, or any duly authorized USG representative(s), will perform the quality assurance steps established in FAR 46.

(a) The DD Form 250 requirement for DD Form 250 use should not be applied to preliminary, draft, or interim copies of a CDRL. Where submittal of draft or interim copies is required, a remark should be inserted in Block 16 that distribution to other addressees in Block 14 should be delayed until the services or products have been accepted. This note should also provide maximum turnaround time for both USG review and contractor accommodation of comments.

(b) The codes are:

1. SS. The SS code is used when both the inspection and acceptance functions have been assigned to the on-site USG contract administrator (the administrative contracting officer or the agency plant representative office) and will be performed at the source.

2. DD. The DD code is used when both the inspection and acceptance functions are to be performed at destination. If the inspecting and accepting authority is not the first addressee in Block 14, insert a qualifying remark in Block 16.

3. SD. The SD code is used when inspection is assigned to the on-site USG contract administrator, and acceptance is at destination. Identify the accepting authority in Block 16 if different than the first addressee in Block 14.

4. DS. The DS code is used when inspection is at destination and acceptance is by the on-site USG contract administrator. If the inspecting authority is different than the first addressee in Block 14, identify the authority in Block 16. This DS code is rarely used but could apply when the on-site contract administrator desires a review by others before acceptance.

5. LT. The LT code is:

a. Authorized for use when a documented record of delivery is desired, a formal DD Form 250 is not required, and the PCO does not want a DD Form 250 for each piece of data developed by the contractor.

b. Not authorized for use when inspection is required. Inspection is required when, for example, data comprises final delivery of TDPs or TMs.

c. Permitted for use in special cases when the contracting agency wants a USG quality assurance representative to perform inspection but does not want a separate DD Form 250 for each piece of data developed by the contractor.

6. NO. The NO code applies when the data product includes the transmittal record (e.g., is part of correspondence text), or a record of delivery is otherwise impractical (e.g., electronic media transmission). The contract must specify the authority to reject by anyone other than the PCO, or duly authorized USG representative(s). The PCO is required to document the reasons for the rejection. The NO code should not be used for data comprising final delivery of TDPs or TMs.

7. XX. The XX code is used when another section of the contract outlines the inspection and acceptance requirements and procedures applicable to the data requirement. This would usually be Section E, although they could be fully defined in Section H, with a note in Section E to “See Section H.”

Table 4. Data Inspection and Acceptance Codes

DD Form 205 Code	Inspection	Acceptance
SS	Source*	Source*
DD	Destination	Destination
SD	Source*	Destination
DS	Destination	Source*
LT	Letter of transmittal only.	
NO	No inspection, acceptance, or letter of transmittal required.	
XX	Inspection and acceptance requirements specified elsewhere in the contract.	
*Source indicates contractor facility.		

(8) CDRL Block 8, Approval Code (APP).

(a) Block 8 only addresses submission, review, and re-write of drafts. Blocks 10, 12, and 13 deal with the final deliverable.

(b) Enter “N/A” if the USG does not require approval of the data item.

(c) Enter an “A” in this block to identify a requirement for advance written approval before final distribution of an item of critical data (e.g., test plans, test procedures, program plans, or any other documentation that requires USG approval before the contractor acts).

1. If “A” is entered in this block, indicate in Block 14 that a preliminary draft is required. In Block 16, show the length of time required for USG approval or disapproval and the subsequent turn-around time for the contractor to resubmit the data after USG approval or disapproval has been issued.

2. In Block 16, provide all information regarding submittal of this draft. Entries in Blocks 10, 12, and 13 should refer only to submittal of the final data deliverable. In addition to the foregoing information, indicate in Block 16 the criteria for the extent of the approval requirement (e.g., approval of technical content and format).

3. These times are contractual commitments. Both the USG and the contractor are obligated to provide notice of a revised length of time if they cannot meet the allotted times.

(9) CDRL Block 9, Distribution Statement Required.

(a) For TD and CS, specify the contractor’s requirement to mark the appropriate distribution statement on the TD or CS.

(b) If a distribution statement is required and if the appropriate statement is known, enter the code letter (i.e., A, B, C, D, E, or F) corresponding to the distribution statement to be marked on the TD or CS, in accordance with DoDI 5230.24. Frequently, it is not possible to determine the correct statement at the time the CDRL is prepared, and the contractor may be in a better position to recommend the correct statement. In these cases, the controlling DoD office (CDO) and the contractor may hold negotiations on the correct statement at one of the scheduled

program audits or reviews. The CDO must verify that the data is correctly marked before initial distribution. Only the CDO or higher may authorize distribution beyond the distribution statement.

(c) If the appropriate statement is not known or if it may vary among specific submissions, enter “See Block 16” in this block and provide explanatory information in Block 16. If the data item is not technical in nature and does not require a distribution statement, enter “N/A”. See also Paragraph 5.2.e.(16) and Appendix 8A for examples of other information and guidance to include in Block 16 relative to proper handling of distribution statements, export-control warnings, and other markings.

(10) CDRL Block 10, Frequency.

Block 10 only addresses submittal frequency of the final data deliverable. Specify the frequency of submission of the data product. See Table 5 for a list of codes with related application criteria.

Table 5. Data Submission Frequency Codes

Code	Definition/Application Criteria	Entry Requirement
ANNLY	Annually	Requires entries in Blocks 11, 12, and 13
ASGEN	As generated. This code is similar to ASREQ, where the “triggering event” is specifically identified “as the data are generated.”	Further amplification is needed in Block 16 to define where in the “generation” cycle the data should be submitted (e.g., preliminary data, reduced data, or final data)
ASREQ	As required. ASREQ implies a condition tied to an event. The frequency of occurrence of the event is usually unknown.	Whenever ASREQ is used, the condition or event triggering the reporting requirement must be defined or explained in Block 16. Such explanation is normally applicable to Blocks 12 and 13 as well.
BI-MO	Every 2 months	Requires entries in Blocks 11, 12, and 13
BI-WE	Every 2 weeks	Requires entries in Blocks 11, 12, and 13

Table 5. Data Submission Frequency Codes, Continued

Code	Definition/Application Criteria	Entry Requirement
CP/RQ	Change pages as required.	Used when the basic document already exists, and only insert pages are needed. Change pages for TMs, or a revised section to a plan, would be typical applications. Based on the information given in Blocks 12 and 13, which are required conditions, the user would be able to determine the triggering required condition to be marked in Block 16.
DAILY	Daily	Should be used with caution. There should be a cut-off condition in Block 16. More appropriately, the frequency should be tied to an event (see ASREQ in this table). The associated Block 13 entry would be “each day,” with Block 12 establishing the first day.
DFDEL	Deferred delivery	Applied when the data requirement is known but the specific time or place of delivery has not yet been determined. It is supported by invoking DFARS 252.227-7026. This clause allows the USG to require delivery of such deferred data within 2 years of contract termination, or acceptance of all items other than TD or CS, whichever is later. It is useful for establishing the requirement for TD that has not yet stabilized because of the status of design evolution. When DFDEL is used, amplification regarding disposition of the data is required in Block 16.
MTHLY	Monthly	Requires entries in Blocks 11, 12, and 13
ONE/R	One-time and revisions	The “ONE” indicates that a complete original document is initially required, with subsequent submittals being revisions (the “R” in ONE/R). The conditions for revisions should be prescribed in Block 16. If only revisions or change pages are required for a document previously submitted, then revisions as required or CP/RQ must be used to preclude resubmittals of the unrevised previous documents.
OTIME	One-time	No Block 13 entry is applicable when OTIME is used. If a draft is required for approval, it should be prescribed in Block 16, with Block 12 being reserved for the approved copy. Draft delivery dates specified in Block 16 must allow review and turn-around time to meet the Block 12 requirement.
QRTLY	Every 3 months	Requires entries in Blocks 11, 12, and 13

Table 5. Data Submission Frequency Codes, Continued

Code	Definition/Application Criteria	Entry Requirement
R/ASR	Revisions as required	This is used to obtain a complete revision to a previously delivered document, as opposed to change pages only. The triggering “as required” condition should be defined in Block 16. It should be used in lieu of ONE/R for previously submitted data to preclude acquiring the same document again with the first submission. If no revisions occur, no data is submitted.
SEMIA	Every 6 months	Requires entries in Blocks 11, 12, and 13
WEKLY	Weekly	Although not as stringent as “DAILY,” the same precautions and comments apply. Requires entries in Blocks 11, 12, and 13
XTIME	Used when multiple separate submittals are required (e.g., 2TIME and 3TIME)	This code requires entries in Blocks 12 and 13
SEE BLOCK 16	Used to indicate that the requirement is fully described in Block 16	Used to indicate that the requirement is fully described in Block 16

(11) CDRL Block 11, As of Date.

Enter the date for stopping data collection.

(a) For a single submittal of data, enter the date by utilizing the dropdown calendar feature.

(b) For recurring data submissions, enter a numeral to indicate the number of days before the end of the report period established in Block 10 that data collection will be cut off (e.g., “15” would place the “as of” date for the data at 15 days before the end of the month, quarter, or year, depending on the frequency established in Block 10; and a “0” would place the “as of” date at the end of each month, quarter, or year).

(c) In instances where an “as of” entry is appropriate but cannot be numerically expressed because it is contingent upon a specific event, enter the notation “See Block 16” and provide explanatory information in Block 16. If an “as of” date is not applicable, enter “N/A” in this block.

(12) CDRL Block 12, Date of First Submission.

Block 12 only addresses submittal of the final data deliverable (not drafts). Enter the due date for first data submission. This is normally the postage date, keyed to a specific event or milestone, or the date the data is delivered to the administrative contracting officer. Enter the

date utilizing the dropdown calendar feature. If the contract start date is not known, indicate the number of calendar days after contract (DAC) start that the data is due (e.g., “90 DAC”). Table 6 lists the dates for first submission of application criteria for each of the codes. Do **not** insert classified dates in the CDRL.

Table 6. Date of First Submission of Application Criteria

Code	Definition or Application Criteria	Entry Requirement
ASGEN	As generated. This code is similar to ASREQ, where the triggering event is specifically identified “as the data are generated.”	This is similar to ASREQ, where the triggering event is specifically identified as “as the data is generated.” Further amplification is needed in Block 16 to define where in the generation cycle the data should be submitted (e.g., preliminary data, reduced data, or final data).
ASREQ	As required. ASREQ implies a condition tied to an event. The frequency of occurrence of the event is usually unknown.	ASREQ implies a condition tied to an event. The frequency of occurrence of the event is usually unknown. Whenever ASREQ is used, the condition or event triggering the reporting requirement must be defined or explained in Block 16. Such explanation is normally applicable to Blocks 12 and 13 as well.

Table 6. Date of First Submission of Application Criteria (Continued)

Code	Definition or Application Criteria	Entry Requirement
DFDEL	Deferred delivery.	Applied when the data requirement is known but the specific time or place of delivery has not yet been determined. It is supported by invoking DFARS 252.227-7026. This clause allows the USG to require delivery of such deferred data within 2 years of contract termination, or acceptance of all items other than TD or software, whichever is later. It is useful for establishing the requirement for TD that has not yet stabilized because of the status of design evolution. When DFDEL is used, amplification regarding disposition of the data is required in Block 16.
XDAC	DAC start.	This is a delivery tied to the specific event of contract award, i.e., DAC start. It is used in lieu of a specific date in recognition of the uncertainty of contract award in relation to the time required to develop and prepare the data. Use of conditions tied to events rather than dates is preferred as it reduces the need for contract modification if specific dates slip. A number must be inserted in place of the X.
XDACM	DAC modification.	Similar to XDAC, XDACM distinguishes between original contract requirements tied to contract award and new requirements resulting from a contract modification. Comments under XDAC are generally applicable. A number must be inserted in place of the X.
XDADO	Days after delivery order.	A number needs to be inserted in the place of X.

Table 6. Date of First Submission of Application Criteria(Continued)

Code	Definition or Application Criteria	Entry Requirement
XDARC	Days after receipt of comments.	Used when the contractor's submission is contingent on input or feedback from the USG or another source. Block 16 should identify the source of comments and any conditions related thereto. A number must be inserted in place of the X.
XDARP	Days after reporting period.	Used only for periodic reporting, it simplifies the linkage between the reporting cycle and the "as-of" date. For example, if the Block 11 entry is a zero (denoting end of calendar period), then 5DARP would mean submittal 5 days after the end of the month, quarter, etc. A number must be inserted in place of the X.
XDATC	Days after test completion.	Used primarily for test reports and test-related data. Provides a shorthand method of stating that the requirement that would otherwise have to be spelled out as a Block 16 comment. A number must be inserted in place of the X.
XDPTT	Days before testing.	Used as a shorthand method of stating the requirement. Applicable to test-related data required before testing, such as plans, schedules, and procedures. A number must be inserted in place of the X.
EOC	End of contract.	Applies to a delivery not required until the end of the contract.
EOM	End of month.	This normally would be used with periodic reports when the Block 11 "as-of" date allows time to prepare by the end of the month. Should not be used to set the "as-of" date since Block 11 provides for this case.
EOQ	End of quarter.	See comment for EOM, which is also applicable to EOQ.

Table 6. Date of First Submission of Application Criteria, Continued

Code	Definition or Application Criteria	Entry Requirement
SEE BLOCK 16	Used to indicate the requirement is fully described in Block 16.	Used in lieu of other codes when they are inadequate to define the requirement or used in addition to other codes requiring amplification in Block 16 (e.g., XDARC or XDATC).

(13) CDRL Block 13, Date of Subsequent Submission.

Enter the due date(s) for subsequent submission(s) if the data will be submitted more than once. If submittal is constrained by a specific event or milestone, enter the constraint in accordance with Block 12. Do not insert classified dates.

(14) CDRL Block 14, Distribution.

Based on the intended usage of the data product, enter the addressees and the number of draft copies and final copies (regular and reproducible) to be provided to each addressee. DoD Component designators, office symbols, and unit identification codes, among other information may be used. An explanation of these codes and their respective addressees should be provided in Block 16 of the CDRL or in a CDRL glossary and addressee list included in the solicitation.

(a) The first addressee in this block will be the acceptance activity for the data when the acceptance in Block 7 is to be accomplished at a destination, unless otherwise indicated in Block 16.

(b) When reproducible copies are required, identify in Block 16 the specific type, kind, quality, etc., for reproducible copies being delivered. Certain mediums (e.g., digital data) may be listed either as “Reg” (i.e., regular) or “Repro” (i.e., reproducible).

(c) When the data item requires written approval (indicated by an A in Block 8), enter draft quantities in Block 14b and an explanation in Block 16 (e.g., “Submit draft for approval 90 DAC award. A USG representative will approve or disapprove within 30 days after receipt. Submit final copies 30 days after receipt of USG approval of the draft.”).

(d) Unless otherwise indicated on the CDRL, all addressees listed in Block 14 will receive both draft and final documents.

(e) If the USG requires deferred delivery, enter “DFDEL” in Block 14.

(f) Provide disposition instructions in Block 16 if the contractor is not required to deliver draft or final data to the specified addressee. USG-owned data will be disposed of in accordance with an approved disposition authority or in accordance with default deletion policy of retaining no longer than seven years past date last modified, as appropriate. Default deletion policy is explained in Directive-type Memorandum 22-001, DoDI 5015.02, and DoDM 8180.01.

(g) Email addresses receiving digital delivery of data should be listed in Block 16 for the addressees in Block 14.

(h) If data is being delivered directly to a data repository, identify the repository name in Block 14 and reference Block 16 for additional information.

(i) The user, acquisition agency, and appropriate DMs should work out procedures for distribution to classified locations. Do **not** insert classified locations in the CDRL.

(15) CDRL Block 15, Total.

(a) Enter the total number of draft and final (regular and reproducible) copies required by Block 14. For digital media, enter the total number of copies required by Block 14.

(b) For delivery to a specific data repository, enter a reference to Block 16.

(16) CDRL Block 16, Remarks.

Provide additional or clarifying information for Blocks 1 through 15. The notation “See Block 16” must be included in any block to which a remark refers to Block 16, except for Blocks 7, 8, or 9, in which an asterisk may be used to direct attention to Block 16. Identify the data item for which additional remarks are being provided. When tailoring the data acquisition document invoked in Item 4, identify which portions of that document are being tailored. Identify any referenced attachments to the CDRL. Attachments can be added using the button at the bottom of page 1. Examples of information in Block 16 include:

(a) Clarifications relative to distribution statements, export-control warnings, or other markings, if not explained elsewhere in the material provided to the contractor.

(b) DID tailoring information, including permission to use contractor format if not specified in the DID.

(c) Special procedures or additional information pertaining to review and approval of the data item.

(d) Information regarding submittal of draft and final deliverables, or the extent of the approval requirement (e.g., approval of technical content and format).

(e) Email addresses for digital delivery of data to the addressees in Block 14.

(f) Repository information for digital delivery direct to the repository. Include a list of email addresses to be notified when the data is available for review.

(g) Media requirements if not specified in the DID.

(h) Definitions of acronyms and abbreviations contained in the CDRLs, if not explained elsewhere in the material provided to the contractor.

(17) CDRL Block 17, Price Group.

This block on the right side of the CDRL is where offerors specify the price group for the data. There are four types of price groups described on the back page of the CDRL.

(18) CDRL Block 18, Estimated Total Price.

This block on the right side of the CDRL is where offerors enter their estimated price for delivering the data to the USG in accordance with the format and delivery methods specified in the CDRL. See DFARS PGI 215.470 for additional detail on estimated data prices. The instructions on the back page of the form state what is expected in this block. The DoD Defense Pricing, Contracting, and Acquisition Policy, under the USD(A&S), is responsible for pricing and contracting policy matters across the DoD. The Defense Pricing, Contracting, and Acquisition Policy develops and maintains the DFARS and DFARS PGI.

(a) The price will be an amount equal to that portion of the total price that is estimated to be attributable to the production or development of that item of data for the USG.

1. These estimated data prices will be developed only from those costs incurred as a direct result of the requirement to supply the data that are over and above the costs that would otherwise be incurred in performance of the contract if no data were required.

2. To facilitate negotiation of a reasonable price for each data item as required by Federal law, the PCO should request that offerors provide the basis of estimates (e.g., labor mix, direct labor rates, overhead, general and administrative expenses, and profit) justifying the estimated data price sufficient to perform a cost analysis in accordance with FAR 15.404-1(c) and cost realism or price realism analysis, if required in accordance with FAR 15.404-1(d).

(b) If the price involves charges for contractor data repository services (i.e., storage and maintenance of data for the USG), the offeror should enter a reference to the location in the proposal or contract where the pricing for such services is included.

(c) The contractor's price should include all costs for the methods indicated on the CDRL to support USG reviews, audits of data products, and the management of separate or integrated database systems.

APPENDIX 5A: CDRL CODE SUMMARY

Table 7 is an index of the codes used on the CDRL.

Table 7. CDRL Code Summary

Code	Block	Description
A	9. DIST Statement Required	Distribution Statement A
A	8. APP Code	Written approval required
ANNLY	10. Frequency	Annually
ASGEN	12. Date of First Submission	As generated
ASGEN	10. Frequency	As generated
ASREQ	12. Date of First Submission	As required
ASREQ	10. Frequency	As required
B	9. DIST Statement Required	Distribution Statement B
BI-MO	10. Frequency	Every 2 months (Bi-monthly)
BI-WE	10. Frequency	Every 2 weeks (Bi-weekly)
C	9. DIST Statement Required	Distribution Statement C
CP/RQ	10. Frequency	Change pages as required
D	9. DIST Statement Required	Distribution Statement D
DAILY	10. Frequency	Daily
DD	7. DD 250 REQ	Destination/Destination
DFDEL	12. Date of First Submission	Deferred delivery
DFDEL	10. Frequency	Deferred delivery
DS	7. DD 250 REQ	Destination/Source
E	9. DIST Statement Required	Distribution Statement E
EOC	12. Date of First Submission	End of contract
EOM	12. Date of First Submission	End of month
EOQ	12. Date of First Submission	End of quarter
F	9. DIST Statement Required	Distribution Statement F
LT	7. DD 250 REQ	Letter of Transmittal only
MTHLY	10. Frequency	Monthly

Table 7. CDRL Code Summary, Continued

Code	Block	Description
N/A	8. APP code	Not applicable
NO	7. DD 250 REQ	No inspection, acceptance, or letter of transmittal required
ONE/R	10. Frequency	One-time and revisions
OTIME	10. Frequency	One-time
QRTLY	10. Frequency	Quarterly
R/ASR	10. Frequency	Revisions as required
SD	7. DD 250 REQ	Source/destination
SEE BLOCK 16	12. Date of first submission	Requirement described in Block 16
SEE BLOCK 16	10. Frequency	Requirement described in Block 16
SEMIA	10. Frequency	Every 6 months (semi-annually)
SS	7. DD 250 REQ	Source/source
WEKLY	10. Frequency	Weekly
XDAC	12. Date of first submission	DAC
XDACM	12. Date of first submission	DAC modification
XDADO	12. Date of first submission	Days after delivery order
XDARC	12. Date of first submission	Days after receipt of comments
XDARP	12. Date of first submission	Days after reporting period
XDATC	12. Date of first submission	Days after test completion
XDPTT	12. Date of first submission	Days before testing
XTIME	10. Frequency	Multiple separate submittals are required (e.g., 2TIME, 3TIME)
XX	7. DD 250 REQ	Requirements specified elsewhere in the contract

SECTION 6: EVALUATION OF OFFERS AND AWARD

6.1. DATA RIGHTS ASSERTIONS.

In accordance with the contract data requirements and the appropriate requirements from DFARS provisions and clauses, the contractor is obligated to comply with three critical contract procedures with regards to data rights: asserting, marking, and justifying. These procedures require the contractor to clarify its position regarding USG rights in the data and should highlight any areas of disagreement between the parties.

a. An offeror may make data rights assertions in its proposal. To ensure compliance with DFARS formatting requirements, an assertion should specifically identify each item, the TD and/or CS to which the assertion pertains by drawing number, version number, issue date, or any other method established by the contractor as part of their standard configuration control process before the date the contractor created that data item.

b. When an offeror does not assert a restriction on a TD or CS deliverable before contract award (pursuant to the contract's applicable DFARS clauses), the contractor must deliver such data with UR. The only exceptions are set forth in DFARS 252.227-7013, 252.227-7014, and 252.227-7018. Other assertions may be identified after award when they are based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision.

6.2. PROPOSAL EVALUATION.

For procurement contracts, program offices must conduct proposal evaluations in accordance with the source selection procedures in DFARS 215.3. If Section M of the solicitation contains evaluation criteria specific to IP and IP rights, the USG will evaluate the offeror's proposed IP and IP rights. Additionally, data or data rights-related program risks identified in the offeror's proposal should be evaluated for potential short- and long-term effects. Table 8 provides additional guidance to evaluate an offeror's assertions before contract award in accordance with DFARS 252.227-7013, 252.227-7014, and 252.227-7018.

Table 8. Data Considerations During Proposal Evaluation in Procurement Contracts

Step	Description	Reference	POC
1	Review and evaluate the assertion(s) listed in the offeror's proposal in accordance with the solicitation, including, but not limited to: detailed data information (e.g., specific name of software or data, version, date, location, and lowest segregable level), basis for the assertion, rights category, and markings on data. If no issues are found, proceed to the post-award steps in Table 9.	DFARS 252.227-7017 252.227-7019 252.227-7037	PSM, PCO, other cross-functional IPT member(s), as appropriate.
2	If an offeror fails to submit, complete, or sign the assertions list along with its proposal, provide the offeror with an opportunity to remedy this minor informality. However, an offeror's failure to correct the informality within the time prescribed by the USG shall render the offer ineligible for award. The USG also has the right to challenge a contractor's asserted restrictions when there are reasonable grounds to question the validity of the assertion.	DFARS 252.227-7013 252.227-7014 252.227-7017 227.7103-10 227.7103-13 227.7203-10 227.7203-13	PCO

Table 8. Data Considerations during Proposal Evaluation in Procurement Contracts, Continued

Step	Description	Reference	POC
3	Determine if each assertion is responsive to the solicitation proposal instructions and sufficiently detailed (e.g., version, date, location, and lowest segregable level of the proposed system). In accordance with the solicitation, evaluate the impact on evaluation factors that may be created by restrictions on the USG's ability to use or disclose TD, CS, or CS documentation. If no issues are found, proceed to the post-award steps in Table 9).	DFARS 215.3 227.7103-10 227.7203-10	PSM, DM, PCO
4	If there is a reason to believe that an assertion is not valid and if discussions are held with that offeror, the PCO should send the offeror a formal request for information that includes the reason(s) why the assertion(s) may be incorrect.	DFARS 252.227-7019 252.227-7037	PCO

SECTION 7: CONTRACTOR DATA GENERATION

7.1. POST-AWARD.

The PCO or COR (if delegated pursuant to FAR 42.302 and DFARS 242.301) is typically responsible for verifying that the contractor delivers all ordered data on time and in accordance with the CDRL and contract requirements. Table 9 lists the steps for the post-award and contractor data generation stage. Once the contract has been awarded, USG officials should strive to ensure bilateral and comprehensive understanding of contract requirements and expectations.

Table 9. Post-Award Steps

Step	Description	Reference	POC
1	If the contractor's response does not justify the asserted restrictions or if the contractor fails to respond to the pre-challenge request for information, determine whether to prepare a challenge notice in accordance with the DFARS.	DFARS 252.227-7019 252.227-7037 227.7103-13(b) 227.7203-13(d)(1)	PCO, PSM, DM, other cross-functional IPT member(s), as appropriate.
2	Hold post-award conference not later than 60 to 90 DAC award to promote clear understanding of the contract scope, technical requirements, rights, and obligations of the parties.	DD Form 1484	PCO, PSM, DM
3	Conduct incremental reviews to monitor, analyze, and evaluate data being developed before award.	Contract CDRLs	PCO, PSM, DM

7.2. POST-AWARD CONFERENCE.

A post-award conference should be held within 60 to 90 DAC award. The goal of this conference is to ensure that the contractor and the USG have a clear understanding of the contract scope, technical requirements, rights, and obligations of the parties. DD Form 1484, “Post-Award Conference Record,” provides a framework for this type of conference and offers a comprehensive list of agenda topics. The form may also be used to document any significant conclusions and follow-up actions to be taken. Recommended topics, in addition to those listed on DD Form 1484, include:

- a. CDRL data content requirements (e.g., DIDs, tailoring, standards).
- b. Data delivery requirements (e.g., format, timing, recipients).
- c. DFARS data marking requirements.
- d. Data rights assertions and data marking justification alignment.
- e. Post-award data rights assertions process.
- f. Contractor and subcontractor data quality processes.
- g. Contractor data and CM processes.

7.3. IN-PROCESS REVIEWS.

USG representatives should conduct in-process reviews and audits to informally review contractor work in processing data. The goal of these reviews is to avoid data content, data quality, or format issues before delivery to the USG.

- a. The number and diversity of data deliverables may require multiple in-process reviews.
- b. These reviews are strictly informational and not equivalent to delivery in any way. Enforcement of data rights, data markings, or content requirements are not applicable.
- c. Informal review of work-in-process TMs and TDPs is recommended.

SECTION 8: RECEIPT, INSPECTION, AND ACCEPTANCE OF DATA

8.1. GENERAL.

- a. USG offices should have procedures in place to verify that:
 - (1) All deliverable contents conform to the contract requirements.
 - (2) All deliverable markings conform with applicable marking requirements (e.g., distribution statements, export control, classification markings, and DFARS data rights legends).
 - (3) All deliverable markings are justified in relation to USG data rights for that deliverable.
- b. The DM should track the principal procedures for inspecting and accepting data, which includes contractor's orientation (e.g., guidance conference), in-process reviews, audits, final reviews, technical approvals, inspections, acceptances, and rejections. See Tables 10, 11, and 12, which list specific steps for the receipt, inspection, and acceptance for data deliverables. POC roles and responsibilities vary by contract (e.g., PCOs, contracting officers, CORs, contracting officer's technical representatives, and technical monitors may serve as the POC corresponding with each step).

8.2. DELIVERY TO CONTRACTOR DATA REPOSITORY.

- a. A USG representative may instruct the contractor to deliver data directly to the contractor's data repository in lieu of direct delivery to the USG. This data should be inspected, validated, and accepted or rejected by a USG representative using the same procedures and process as any other data deliverable.
- b. The contractor must organize, manage, and maintain the data and establish a process for the USG to access and use that data as specified in the contract and in accordance with DFARS 227.7108 and 227.7208. A designated USG representative should ensure the delivered data is placed in a portion of the contractor data repository that is controlled by the USG. This is to prevent the contractor from adding, removing, or changing data once it has been delivered.

8.3. RECEIPT OF DATA.

The receipt of data stage involves logging and initial review of delivered data. When applicable, the program office should establish a process or system to monitor the delivery and status of all contractor data deliverables. The DM or designee should log each data deliverable and review it for compliance with the various submission requirements, such as those listed in CDRL Blocks 9, 10, 12, 13, and 14. Contractual enforcement actions, such as the withholding of payment for lack of progress, should be initiated for late deliverables. Table 10 lists the steps for the receipt of data stage.

Table 10. Receipt of Data Steps

Step	Description	Reference	POC
1	Identify what data should be delivered and when. Monitor and report any late deliveries to PCO.	CDRL Blocks 4, 10, 11, 12, 13, 16	COR, DM
2	Log in data deliverables. Review for timing, distribution statement, and dissemination compliance.	CDRL Blocks 9, 10, 11, 12, 13, 14, 16	COR, PSM, DM, other cross-functional IPT member(s), as appropriate.
3	Document and report deliverable deficiencies to PCO.	None	DM

8.4. INSPECTION OF DATA.

USG representatives should verify that the content of each data deliverable conforms to the contract requirements. Contractual enforcement actions for non-performance should be initiated for data deficiencies when appropriate. Table 11 lists the steps to verify each data deliverable within the data inspection stage. At a high level, the process ensures that:

- a. Deliverable contents conform to the contract requirements such as those in CDRLs.
- b. Markings conform with the DFARS contract marking requirements (e.g., distribution statements, export control, classification markings, and DFARS data rights legends).
- c. Markings are justified in relation to the USG's license or data rights for that deliverable. See Paragraph 6.1. for information about contractor data rights assertions.

Table 11. Inspection of Data Steps

Step	Description	Reference	POC
1	Inspect the data deliverables for conformance with the content, dissemination and marking, and format requirements specified in the CDRL.	CDRL Blocks 2, 3, 5, 16	PSM, DM, other cross-functional IPT member(s), as appropriate.
1a	Document content or format deficiencies and report them to the PCO for Step 5. Cease data inspection.	None	PSM, DM
2	Inspect the data deliverable's data rights markings for conformance with the form and substance displayed in the DFARS clause(s) referenced in the contract.	DFARS 252.227-7013 252.227-7014 252.227-7018	PSM, DM
2a	If no data rights markings are present, the USG can assume UR to that data. Proceed to acceptance of data steps in Table 12.	DFARS 252.227-7013 252.227-7014 252.227-7018	PSM, DM
2b	If deliverable is TD associated with a commercial item, the data rights markings do not have to conform to the DFARS noncommercial clauses. Proceed to acceptance of data steps in Table 12.	DFARS 252.227-7015	PSM, DM
2c	If deliverable is neither TD nor CS, the data rights markings do not have to conform to the DFARS clauses. Proceed to acceptance of data steps in Table 12.	None	PSM, DM

Table 11. Inspection of Data Steps, Continued

Step	Description	Reference	POC
3	Inspect the data rights markings for alignment with data rights assertions.	DFARS 252.227-7017	PCO, PSM, DM
3a	Document any data rights markings that are more restrictive than were asserted (i.e., unjustified). Report findings to PCO and cease data inspection.	Data Rights Assertion List	DM, other cross-functional IPT member(s), as appropriate.
3b	Remind contractor its data rights assertion must be presented to the USG before the associated data is delivered.	DFARS 252.227-7013 252.227-7014 252.227-7018	PCO, other cross-functional IPT member(s), as appropriate.
3c	After receiving a response from the contractor, if the response still does not justify the asserted restrictions or if the contractor fails to respond, determine whether the challenge process is in the best interests of the USG.	DFARS 252.227-7019 252.227-7037	PCO, Legal
4	Categorize the deliverables as approved as submitted, approved requiring modification, or rejected.	None	PCO, PSM
5	Notify contractor in writing if the data is rejected. Include details of the problems and the required actions necessary to resolve the deficiencies.	None	PCO
5a	Determine whether to withhold payment for delivered data that does not conform to contract requirements.	DFARS 252.227-7030	PCO
6	Confirm that the contractor has received the notification and understands the issues that need to be resolved.	None	PCO, COR, DM
7	Use receipt of data steps in Table 10 for data resubmissions.	None	

8.5. ACCEPTANCE OF DATA.

Acceptance of the data signifies the USG's acknowledgement of receipt and correctness of the data in accordance with the contract requirements. Table 12 lists specific steps for the acceptance of data task.

- a. Inspection and acceptance criteria for data items can be identified in Block 7 of the CDRL or Section E of the contract. The contracting officer or other authorized USG representative should not accept the data if it does not conform to all aspects of these requirements.
- b. The requiring activity normally determines whether to accept the delivered data.
- c. The PCO, or their authorized representative, is responsible for notifying the contractor when a data deliverable is accepted.
- d. The DoD has implemented the Wide Area Workflow e-Business suite for contractors to submit electronic payment claims pursuant to Section 4601 of Title 10, U.S.C., and DFARS 252.232-7003 and 252.232-7006.

Table 12. Acceptance of Data Steps

Step	Description	Reference	POC
1	Notify PCO that the data deliverable has passed inspection and acceptance is recommended.	None	DM
2	Sign the DD Form 250 in the Wide Area Workflow e-Business suite (or equivalent acceptance defined in Block 7) signifying final acceptance.	CDRL Block 7	PCO

APPENDIX 8A: DATA MARKINGS

8A.1. GENERAL

All noncommercial item TD and noncommercial CS to be distributed, whether hard copy or digital format, should be marked in accordance with DoDI 5230.24 rules for distribution statement and export-control warning, in accordance with Volumes 1 through 3 of DoDM 5200.01 and DoDI 5200.48, as applicable. Markings communicate how data should be handled and controlled to ensure data is made available to promote progress and innovation without compromising any protected interests.

8A.2. COPYRIGHT NOTICE.

Sections 401 and 402 of Title 17, U.S.C., define the requirements for a copyright notice or marking. The three basic elements of a copyright notice are the copyright symbol “©,” the word “copyright,” or the abbreviation “copr”; the year; and the owner’s name. Contractors are allowed to place a copyright marking on delivered data if the notice only consists of the three elements allowed in accordance with Sections 401 and 402 of Title 17, U.S.C.

8A.3. DISTRIBUTION STATEMENT.

Distribution statements are mandatory for all newly generated data. The DoD activity that sponsored the work generating the data or receiving the data is the CDO. Before primary distribution, the CDO should assign distribution statements to all data generated in its programs in accordance with Volumes 1 through 3 of DoDM 5200.01 and DoDIs 5200.48, 5230.09, 5230.24, and 5230.29. Distribution Statement A will not be used on material that is not authorized for public release, including, but not limited to, classified technical information or information containing export-controlled technical information.

8A.4. EXPORT-CONTROL WARNING NOTICE.

Information that contains export-controlled TD must be marked with the export-control warning in accordance with DoDD 5230.25. Any document marked with the export control warning must also be assigned Distribution Statement B, C, D, E, or F, as defined in DoDI 5230.24, and specified with “export controlled” as a reason for the limitation. Distribution Statement A, which authorizes public release, cannot be used in conjunction with the export-control warning. Determination of whether TD requires an export-control marking is a complex decision process and beyond the scope of this issuance. Contact the Defense Technology Security Administration for assistance with export-control regulations.

8A.5. SECURITY CLASSIFICATION AND OTHER CONTROLS.

a. The USG and contractors will mark and protect classified data in accordance with Volume 2 of DoDM 5200.01 and Part 117 of Title 32, Code of Federal Regulations. When the contract involves classified information, the USG must also provide the contractor with a completed DD Form 254, which will establish any additional contractor requirements for receipt, handling, and release of classified data. A draft DD Form 254 should be completed for the solicitation and a final DD Form 254 should be completed and incorporated as an attachment to the contract.

b. CUI data will be marked in accordance with DoDI 5200.48. Protective measures and dissemination controls for CUI, including those directed by relevant law, regulation, or USG-wide policy, will be articulated in the contract, grant, or other legal agreement, as appropriate.

c. Controlled technical information must reflect appropriate marking and dissemination controls in accordance with DoDI 5230.24.

d. Information relating to U.S. persons collected during the conduct of intelligence or intelligence-related activities must reflect appropriate markings and dissemination controls in accordance with DoDM 5240.01.

8A.6. DATA RIGHTS RESTRICTIONS.

a. Allowable Restrictive Rights Markings.

DFARS 252.227-7013, 252.227-7014, and 252.227-7018 define the restrictive rights marking legends allowed on noncommercial item TD and noncommercial CS delivered to the USG.

(1) There is no prescribed marking for data incidental to contract administration. The special license that the parties agree will grant the USG a special license to use, release, and disclosure of contract administration information must specify the authorized marking that the contractor will affix to contract administration information before delivery to the USG.

(2) The format and content of the legends defined in these clauses are the only permitted means to identify GPR, RR, LR, SBIR/STTR, and SNLR restrictions on delivered noncommercial data.

(3) “Proprietary” is not an acceptable marking for noncommercial item TD or noncommercial CS delivered to the USG; however, “proprietary” is an acceptable marking for data or information incidental to contract administration if no other rights have been defined.

b. Identifying Restrictive Rights Portions of TD.

In addition to the restrictive rights marking legend (GPR, RR, LR, SBIR/STTR, or SNLR), the actual TD subject to the restriction must be identified in accordance with DFARS 252.227-7013. The only exception to this requirement is if every piece of data on the page, within the document, or within the file is subject to the asserted limitation or restriction.

8A.7. COMMERCIAL MARKINGS.

a. In accordance with DFARS 252.227-7015, there are no requirements for a specified restrictive legend or marking for commercial item TD. Instead, DFARS 252.227-7015 requires that the data be marked to indicate that the data is subject to restrictions, or else the USG is released from liability for any use or release of that data. Thus, the data can be marked with “proprietary” or other language that denotes the data is subject to use, release, or disclosure restrictions.

b. Markings for commercial CS or its documentation are not explicitly addressed in DFARS 252.227-7015. DFARS 227.7202-3 specifies that the USG will have only the rights specified in the license under which the commercial CS or commercial CS documentation was obtained.

c. The USG must negotiate with the contractor if there is a need for rights that are not conveyed under the license customarily provided to the public. Those negotiations will determine marking requirements, which are enumerated in the contract license agreement. As a best practice, parties should ensure that the contract specifically identifies which attached license (specially negotiated or otherwise) applies to which data (deliverable or otherwise).

8A.8. ADDITIONAL MARKINGS.

In addition to the standard prescriptions, markings may be used in accordance with a specific agreement between the USG and third parties in accordance with DoDI 5230.24.

8A.9. RESPONSIBILITY FOR MARKINGS.

The CDO is responsible for selecting the correct distribution statement, security classification, CUI markings, and export-control warning markings, when applicable, pursuant to DoDIs 5200.48 and 5230.24 and Volumes 1 through 3 of DoDM 5200.01. The CDO should ensure that all marking requirements are annotated on the CDRL. Additionally, Block 16 of the CDRL should contain the exact verbiage of the applicable distribution statement identified in Block 9 for the data product.

8A.10. CHANGES TO MARKINGS.

The CDO must notify the proper TD distribution facilities (e.g., repositories) when the CDO is re-designated, the office address is changed, or the markings or statements are changed. An official change to the distribution statement is not required for the CDO to authorize other specific releases (e.g., when a Distribution Statement B or E is present solely due to proprietary information).

SECTION 9: MANAGEMENT OF DATA

9.1. RELEASE OF UNCLASSIFIED TD AND CS.

Under certain circumstances, the DoD may be required to or may wish to release TD or CS to other entities, including the public. Data within the USG's possession is required to have a range of data markings in accordance with Appendix 8A. These markings, in the aggregate, describe the limitations on the distribution or release of data, among other things. Not all release authorities reside exclusively with the DoD. Other USG agencies such as the Departments of State or Commerce may also have release authority depending on the data and circumstances. Paragraphs 9.1.a. through 9.1.h. address the protection and release of unclassified data. The protection and release of classified data are subject to Volume 3 of DoDM 5200.01.

a. Records Management.

PCOs, CORs, and DMs will coordinate with their DoD Federal Records Officers to ensure relevant records management requirements are included in contract documents. Statutes, directives, policies, and guidance related to DoD records management include, but are not limited to:

- (1) DoDI 5015.02.
- (2) Chapter XII of Title 36, Code of Federal Regulations.
- (3) Chapters 21, 29, 31, 33, and 35 of Title 44, U.S.C.
- (4) OMB Memorandums M-19-21 and M-23-07.
- (5) Sections A-D of the records management obligations section of the National Archives and Records Administration's Records Management Language for Contracts.
- (6) DoDM 8180.01.
- (7) Directive-type Memorandum 22-001.

b. Freedom of Information Act (FOIA).

Section 552 of Title 5, U.S.C., also known and referred to in this issuance as "FOIA," requires the release of agency records, unless one or more of the statutory exemptions apply. Authorities addressing DoD's responsibilities under FOIA include, but are not limited to, Part 286 of Title 32, Code of Federal Regulations, DoDD 5400.07, and DoDM 5400.07.

c. Export Restricted TD and CS.

Section 130 of Title 10, U.S.C., authorizes withholding TD and CS that have military or space application if such data may not be legally exported outside the United States. DoDI 5230.24 requires technical information to be marked with a distribution statement to

reflect the final release determination when it has been reviewed pursuant to FOIA and processed in accordance with DoDM 5400.07 and Section 2002.44(b) of Title 32, Code of Federal Regulations.

d. Public Release Procedures.

DoDIs 5230.09 and 5230.29 set forth the procedures that must be followed before certain releases of DoD information can be made to the public. Notably, these procedures cover TD, including data developed under contract or independently developed. However, there are certain exclusions from the procedures, for example for releases to congressional committees or through litigation, public affairs, or FOIA channels.

e. Foreign Disclosure, Transfer, and Export Control.

A variety of authorities control if and how data is released to foreign entities. In general, the release of controlled technology or TD to foreign persons requires a license, exception, exemption, or other export authorization. Foreign release of data is a very complex area with multiple overlapping authorities, assigned responsibilities, and regulatory coverage. A complete discussion of the requirements controlling the release of data to foreign entities is beyond the scope of this issuance. USG personnel should contact their security office for assistance with foreign disclosure. Applicable regulations, directives, and instructions include:

- (1) DoDI 2030.08.
- (2) DoDI 2040.02.
- (3) DoDI 5230.24.
- (4) Parts 120-130 of Title 22, Code of Federal Regulations, also known as the “International Traffic in Arms Regulations.”
- (5) Part 730-774 of Title 15, Code of Federal Regulations, also known as the “Export Administration Regulations.”

f. LR, RR, and GPR Data.

(1) Section 3771 of Title 10, U.S.C., prohibits the USG from voluntarily releasing certain contractor-owned TD developed exclusively at private expense to third parties, except under specified conditions. Pursuant to DFARS 252.227-7013, the USG may share LR in noncommercial TD only with certain third parties delineated in the clause.

(2) Although Section 3771 of Title 10, U.S.C., does not address CS, the DoD extends the Rights in Technical Data framework to CS by analogy under DFARS 227.72. Pursuant to DFARS 252.227-7014, the USG may share RR in noncommercial CS data only with certain third parties delineated in the clause.

(3) Data marked as GPR may be released to certain third parties for USG purposes. USG purposes include competitive procurement, but do not include the rights to use, modify,

reproduce, release, perform, display, or disclose TD for commercial purposes or to authorize others to do so.

(4) The contractor initially marks such data at delivery subject to review and verification by the program management office and the PCO. Such data usually requires a USG determined distribution statement. These statements cover matters such as purpose and use, date of determination, and POC information for entities that request a copy.

g. Trade Secret and Contractor Confidential Information.

Section 1905 of Title 18, U.S.C., prohibits USG personnel from releasing contractor or third-party trade secrets or other confidential information unless authorized by another law. Improper releases of such data are a crime. Contractors are allowed to apply their own markings for such trade secrets if the data are not subject to data marking requirements specified in a contract or agreement. See Appendix 8A for additional information regarding commercial or other applicable data markings.

h. Contractor and Offeror Requests for Data.

As discussed throughout this section, releases of TD to contractors or offerors must be made in accordance with applicable law, regulations, and DoD policies. Accordingly, any such release must be consistent with applicable security markings, export control issues, distribution statement (or otherwise authorized by the CDO), or conforming and justified contractor restrictive markings. Secondary releases (e.g., from data repositories and libraries) to third parties must ensure that these same concerns or restrictions are applied. Any system or individual providing access to, or release of, restrictively marked data must, in addition to compliance with existing regulatory processes, ensure that data is marked with a:

(1) Legend noting LR, RR, SBIR/STTR, or SNLR that may not be released to third parties except for covered USG support contractors or in accordance with the terms of the special license, if permitted.

(2) GPR legend that may be released only with a valid USG purpose for access or the release is established and after the requester has signed a DFARS nondisclosure agreement, pursuant to DFARS 252.227-7025 or 227.7103-7.

9.2. RELEASE OF DATA OR INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION.

Contractor-furnished information incidental to contract administration (e.g., financial, administrative, cost or pricing, or management information) may include trade secrets or commercial or financial information that is privileged or confidential. Accordingly, such information is generally not releasable unless the originator specifically grants the USG the right to do so by granting a special license to release that information or otherwise authorizes the USG the right to release that information.

9.3. CM.

Data associated with an ICP under configuration control must also be managed by an appropriate USG representative. This data includes requirements, design, or operational information associated with the ICP. The CM steps should be followed as described in EIA-649C and EIA-649-1A and ordered in accordance with DID DI-SESS-80858 to maintain consistent performance of the ICP. The CM steps include:

- a. Maintaining master data files.
- b. Controlling changes to the master data files.
- c. Verifying the functional and physical characteristics of the ICP align with the documentation.
- d. Maintaining information about the ICP documentation (e.g., historical information, status of proposed changes, and the implementation of approved changes and changes occurring to product units due to operation and maintenance).

9.4. DATA MANAGEMENT SYSTEMS AND DATA REPOSITORIES.

Data management systems provide access, retention, integration, sharing, transferring, and conversion of data throughout a product's life cycle. Components of a typical system support the functions listed below and include data authoring tools, a data repository, and a range of CM and access control functions. The data management system's repository function stores data and controls access or release of data to authorized users. The USG and contractor normally have separate and distinct data management systems. In general, the management and sustainment of data are the responsibility of the IPT or the PM for the program or system(s) regardless of where the data resides.

a. Data Management System Functions.

A data management system should support the following USG activities:

- (1) Technology insertion for performance and affordability improvements during re-procurement and post-production support.
- (2) CM processes.
- (3) Provision as a ready reference for the systems engineering effort.
- (4) Data correlation and traceability (among performance requirements, designs, decisions, rationale, and other related program planning and reporting elements).
- (5) Total life cycle systems management efforts that provide data required for performance-based logistics implementation.
- (6) Long-term access to data that facilitates:

- (a) Competitive sourcing decisions.
- (b) Maintenance and sustainment analysis.
- (c) Contract service risk assessment over the life of the system.
- (d) Qualifying additional sources or ICPs by “internal only” USG review of contractor restricted data, such as the USG’s data rights that are GPR, SBIR/STTR, LR, or RR in the contractor-prepared data.
- (e) Follow-on procurements.

b. Data Management System Expected Capabilities.

The data management system should support the following functions:

(1) Cybersecurity.

(a) Cybersecurity for DoD Systems.

DoDI 8500.01 establishes cybersecurity requirements for DoD systems that contain DoD information. DoDI 8500.01 uses the term cybersecurity instead of information assurance and provides a range of DoD guidance related to cybersecurity.

(b) Cybersecurity for Vendor Systems.

DFARS 252.204-7012 requirements must be included in contracts that involve CUI, including controlled technical information, to safeguard the information located and maintained on the contractor-owned and -operated information system. See DFARS 204.73 and 204.75 for additional information.

(2) Data Maintenance.

Data maintenance supports CM functions as described in Paragraph 9.3.

(3) Data Loss Prevention.

Procedures to protect data on any storage media from loss or inadvertent destruction should be established and applied in accordance with DFARS 252.204-7012.

(4) Data Sharing and Exchange in the DoD.

DoDIs 8320.02 and 8320.07 define DoD information sharing policies and procedures.

GLOSSARY

G.1. ACRONYMS.

A glossary of common acquisition acronyms is maintained on the Defense Acquisition University website at <https://www.dau.edu/glossary>.

ACRONYM	MEANING
AI	artificial intelligence
API	application programming interface
APP	approval code
ASSIST	Acquisition Streamlining and Standardization Information System
CDO	controlling DoD office
CDRL	contract data requirements list (DD Form 1423)
CLIN	contract line-item number
CM	configuration management
COR	contracting officer's representative
CS	computer software
CUI	controlled unclassified information
DAC	days after contract
DAL	data accession list
DCAPE	Director of Cost Assessment and Program Evaluation
DD	Department of Defense (form)
DFARS	Defense Federal Acquisition Regulation Supplement
DFDEL	deferred delivery (code)
DID	data item description
DoDD	DoD directive
DoDI	DoD instruction
DoDM	DoD manual
DM	data manager
DMPD	detailed manufacturing or process data
DRRB	Data Requirements Review Board
EIA	Electronic Industries Alliance
FAR	Federal Acquisition Regulation
FOIA	Freedom of Information Act
GPR	United States Government purpose rights
ICP	item, component, or process
IP	intellectual property

ACRONYM	MEANING
IPT	integrated product team
IT	information technology
LR	limited rights
MIL-HDBK	military handbook
MIL-STD	military standard
ML	machine learning
MOSA	modular open systems approach
OMB	Office of Management and Budget
OMIT	operation, maintenance, installation, or training
PCO	procuring contracting officer or agreements officer
PGI	Defense Federal Acquisition Regulation Supplement Procedures, Guidance, and Information
PM	program manager
POC	point of contact
PSM	product support manager
PSS	product support strategies
PWS	performance work statement
RR	restricted rights
SBIR	small business innovation research
SD-1	standardization directory
SCOP	senior component official for privacy
STTR	small business technology transfer
SD	source/destination
SNLR	specially negotiated license rights
SOO	statement of objectives
SOW	statement of work
TD	technical data
TDP	technical data package
TM	technical manual
TMCR	technical manual contract requirement
UR	unlimited rights
U.S.C.	United States Code
USD(A&S)	Under Secretary of Defense for Acquisition and Sustainment
USD(I&S)	Under Secretary of Defense for Intelligence and Security
USD(R&E)	Under Secretary of Defense for Research and Engineering
USG	U.S. Government

G.2. DEFINITIONS.

A glossary of IP terminology is maintained on the United States Patent and Trademark Office website at <https://uspto.gov/learning-and-resources/glossary>. These terms and their definitions are for the purpose of this issuance.

TERM	DEFINITION
acceptance	The act of an authorized representative of the USG by which the USG, for itself, or as agent of another, assumes ownership of existing identified items tendered, approves specific services rendered, or approves data, as partial or complete performance of the contract.
acquisition planning	The process by which the efforts of all personnel responsible for an acquisition are coordinated and integrated through a comprehensive plan for fulfilling the agency's need in a timely manner and at a reasonable cost. It is performed throughout the life cycle and includes developing an overall acquisition strategy for managing the acquisition and a written acquisition plan.
acquisition	Acquiring by contract or agreement, with appropriated funds, supplies or services (including construction) by and for the use of the USG that are already in existence or must be created, developed, demonstrated, and evaluated. This may include conceptualization, initiation, design, development, test, contracting, production, deployment, logistics support, modification, and disposal of weapons and other systems, supplies, or services (including construction) to satisfy DoD needs, intended for use in or in support of military missions.
acquisition data call	A request by the DM (or equivalent qualified USG representative working under the direction of the PM) for all functional USG organizations involved in the program and the specific acquisition.
acquisition program	A directed, funded effort that provides a new, improved, or continuing materiel, weapon, or information system or service capability in response to an approved need.

TERM	DEFINITION
acquisition strategy	Describes the PM's plan to achieve program execution and programmatic goals across the entire program life cycle. Summarizes the overall approach to acquiring the capability (including the program schedule, structure, risks, funding, and the business strategy). Contains sufficient detail to allow senior leadership to assess whether the strategy makes good business sense, effectively implements laws and policies, and reflects management's priorities.
agile	An agile approach is where end user(s) team with developers in order to make instant decisions on user functionality. High level requirements are initially prioritized and developed quickly by small teams in order to get a working product quickly to the customer. Multiple, rapidly executed increments are developed and capabilities are released to the customer as soon as possible. Prototypes may be used as a starting place and utilize a modular, open-systems approach. Agile methods are typically used for small, low risk projects.
API	A set of definitions and protocols for building and integrating application software.
ASSIST	A web-based application that serves as the official source for standardization documents developed, maintained, and used by the DoD. It is used by standardization management activities to develop, coordinate, distribute, and manage standardization documents (e.g., defense and Federal specifications and standards, military handbooks, commercial item descriptions, DIDs, and related technical documents). ASSIST can be accessed online at https://assist.dla.mil/online/start/ .
CDO	DoD activity with governmental responsibility for a technical document, including determining and justifying the distribution statement marking. Other CDO responsibilities are described in DoDI 5230.24.
CDRL	A list of authorized data requirements for a specific procurement that forms a part of the contract. It is comprised of either a single CDRL or a series of individual CDRLs containing data requirements and delivery information. The CDRL is a standardized method of clearly delineating ordering and delivery requirements for data. Except as noted in Paragraph 5.1.b., the CDRL is submitted on DD Form 1423.

TERM	DEFINITION
CLIN	The unique number assigned in accordance with DFARS 204.7103-1 that identifies each supply or service in the contract. Procedures for CLIN assignments can be found at DFARS 204.7103-2.
CM	A management process for establishing and maintaining consistency of a product's performance, functional, and physical attributes with its requirements, design, and operational information throughout its life cycle.
commercial item	Any commercial product or commercial service as defined in FAR 2.101. See also "noncommercial item."
contract	A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the USG to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral agreements, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by Chapter 63 of Title 31, U.S.C.
contractor-prepared data	Data that is generated, developed, delivered, or otherwise provided in response to a requirement specified in a contract or agreement.
contract data requirement	A requirement, identified in a solicitation, and imposed in a contract or agreement, that addresses any aspect of data (i.e., that portion of the contractual tasking requirement associated with the development, generation, preparation, modification, maintenance, storage, retrieval, and delivery of data).
contract requirements	In addition to specific performance requirements, contract or agreement requirements include those defined in the PWS, SOO, or SOW; specifications, standards, and related documents; the CDRL(s); and contract terms and conditions.

TERM	DEFINITION
contracting officer	A person with the authority to enter into, administer, or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer.
COR	An individual designated in accordance with DFARS 201.602-2 and authorized in writing by the PCO to perform specific technical or administrative functions.
CUI	Defined in Section 2002.4 of Title 32, Code of Federal Regulations.
cybersecurity	Prevention of damage to, and protection and restoration of, computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation.
DAC	The number of calendar days after contract start, usually applied to when data deliverables are due.
DAL	An index of contractor internal data that has been generated by the contractor in compliance with the work effort described in the PWS, SOO, or SOW. It can be made available to the USG upon request.
data	Recorded information regardless of the form or the method of recording. Any collection of recorded facts, numbers, or data of any nature that can be communicated, stored, and ultimately processed. Within the DoD, data includes TD, CS, CS documentation, and other non-TD (e.g., financial, management, administrative data).
data acquisition document	A collective term for DID, specifications, standards, tasking documents such as PWS, SOO, or SOWs, and contract clauses used to invoke DoD and other USG agencies' regulatory requirements (e.g., FAR and DFARS) for the preparation of data.
data call	A request by the DM, system or PM, commander, or other authority to all USG participants to submit their requirements for contractor-prepared data on a given procurement.

TERM	DEFINITION
data item	The contractual term for the data product resulting from requirements (e.g., administrative, systems engineering, or management) specified in a contract or agreement using approved data acquisition documents and delineated as separate contract line items.
DID	A complete document that defines the data deliverable required of a contractor. The document specifies the data content, format, media, and intended use as applicable to a single data product. DIDs are categorized as either repetitive or one-time use.
data management	The process of applying policies, procedures, and tools for the identification and control of data requirements, for assuring the adequacy of data, and for facilitating the timely, economical acquisition and availability of data, including digital delivery. The type of data to which this applies includes research and development, acquisition, and logistics information. Tools are anything deemed necessary to carry out a function or task.
DM	A member of the program management team who is designated to monitor the contractor's preparation and delivery of required data, and who possesses required technical DM credentials.
data management system	A system used to create, manage, store, retrieve, and distribute data. It normally consists of authoring tools used to create new or changed data and a data management and storage tool that manages changes and controls access to the data.
data product	Information that is inherently generated as the result of work tasks cited in a PWS, SOO, or SOW or in a source document invoked in the contract (e.g., a drawing, specification, manual, report, record, or parts list).
data rights	The USG's license rights in TD and CS.
defense standard	A document that establishes uniform engineering and technical requirements for military-unique or substantially modified commercial processes, procedures, practices, and methods. There are five types of defense standards: interface, design criteria, manufacturing process, standard practices, and test method. MIL-STD-962 covers the content and format for defense standards.

TERM	DEFINITION
deferred delivery	A contractual right implemented by DFARS 252.227-7026 negotiated option language whereby the USG may delay delivery of contractually identified data, and thereby the cost of delivery, until actual need for the data arises.
deferred ordering	A contractual right implemented by DFARS 252.227-7027 or negotiated option language whereby the USG may delay ordering the delivery of data generated or used in the performance of the contract, and thereby the cost of delivery, until an actual need for the data arises.
deliverable	TD or CS received by the USG from the contractor within the contract period.
delivery	Delivery of data to the CDO that sponsored the requirement to generate the data or receive the data on behalf of the DoD as specified within the contract.
DevSecOps	A combination of software engineering methodologies, practices, and tools that unifies software development (Dev), security (Sec), and operations (Ops).
DMPD	TD that describes the steps, sequences, and conditions of manufacturing, processing, or assembly used by the manufacturer to produce an item or component or to perform a process.
DFARS	A document that implements and supplements the FAR for the DoD. The DFARS contains requirements of law, DoD-wide policies, delegation of FAR authorities, deviations from FAR requirements, and policies and procedures relating to the procurement of supplies, including data and services.
DID approval authority	Military Department or Defense Agency DID approval authority as designated in SD-1.
digital TD	Information that meets the definition of “TD” provided in the DFARS and is data that can be directly computed upon within a digital computing environment associated with the respective program with minimal other formatting or translation needed, or is meta-data associated with this data.
distribution	Data exchange between a data source and data recipient, regardless of media used.

TERM	DEFINITION
distribution statement	A statement used in marking TD to denote the extent of its availability for secondary distribution, release, and disclosure without the need for additional approvals or authorizations from the CDO.
DRRB	An organization’s review body responsible for reviewing the data requirements documentation defined in the solicitation. The DRRB ensures the data requirements are complete and accurate and are necessary to support the program. Documentation reviewed by the board includes the tasking document, DIDs, and CDRLs.
EIA	A national trade organization and alliance of electronic and high-tech associations and companies whose mission is promoting the market development and competitiveness of the U.S. high-tech industry through domestic and international policy efforts. EIA-649C defines basic CM principles and best practices employed by industry.
escrow account	An account, generally held by a neutral third party, which is populated by the vendor with designated TD or CS and will only be accessible under specified, mutually agreed to, conditions. Also referred to as a “data escrow account.”
escrow agreement	An agreement where the USG and the IP owner mutually agree to place designated TD or CS with a neutral third party, or escrow agent, for safe keeping.
exhibit line item number	A contract line or subline item that refers to an exhibit. Exhibits may be used instead of putting a long list of contract line items. The criteria for establishing exhibit line items are the same as those for establishing contract line items.
FAR	The regulation for use by Federal executive agencies for acquisition of supplies and services with appropriated funds.
FOIA	Section 552 of Title 5, U.S.C., also known and referred to as “FOIA.”
form, fit, and function	TD pertaining to items, components, or processes for the purpose of identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. “Form” is the shape, size, dimensions, mass, weight, and other physical parameters that uniquely characterize an item. “Fit” is the ability of an item to physically interface or interconnect with or become an integral part of another item. “Function” is the action or actions that an item is designed to perform.

TERM	DEFINITION
GPR	The rights to use, modify, reproduce, release, perform, display, or disclose TD and CS within the USG without restriction; and release or disclose TD and CS outside the USG and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for USG purposes.
inspection	The examination of data, or examination and testing of supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether they conform to contract requirement.
ICP	Data needs must be established giving consideration to the contractor's economic interests in data pertaining to items, components, or processes that have been developed at private expense; the USG's costs to acquire, maintain, store, retrieve, and protect the data; re-procurement needs; repair, maintenance and overhaul philosophies; spare and repair part considerations; and whether procurement of the items, components, or processes can be accomplished on a form, fit, or function basis.
IP	Information, products, or services that are protected by law as intangible property, including data (e.g., TD and CS), technical know-how, inventions, creative works of expression, and trade names.
IP strategy	A plan that describes how program management will assess program needs for, and acquire competitively whenever possible, the IP deliverables and associated license rights necessary for competitive and affordable acquisition and sustainment over the entire product life cycle.
IPT	A team composed of representatives from appropriate functional disciplines working together to build successful programs, identify and resolve issues, and make sound and timely recommendations to facilitate decision making. There are three types of IPTs: overarching IPTs that focus on strategic guidance, program assessment, and issue resolution; working-level IPTs that identify and resolve program issues, determine program status, and seek opportunities for acquisition reform; and program-level IPTs that focus on program execution and may include representatives from both the USG and after contract award industry.

TERM	DEFINITION
IT	Any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources, including national security systems.
LR	The rights to use, modify, reproduce, release, perform, display, or disclose TD, in whole or in part, within the USG. The USG may not, without the written permission of the party asserting LR, release or disclose the TD outside the USG, use the TD for manufacture, or authorize the TD to be used by another party. See DFARS 252.227-7013 for detailed information about the definition of LR.
MOSA	An integrated business and technical strategy that consists of a technical architecture that uses system interfaces compliant with widely supported and consensus-based standards (if available and suitable). The strategy supports a modular, loosely coupled and highly cohesive system structure that allows severable system components at the appropriate level to be incrementally added, removed, or replaced throughout the life cycle of a system platform to afford opportunities for enhanced competition and innovation.
noncommercial item	Any product or service other than a commercial product or a commercial service.
non-disclosure agreement	A document used between two or more parties that authorizes the release or use of specified data for a specified purpose on condition that the receiving party limits use and controls further distribution. A standard form non-disclosure agreement for use by the USG with its contractors is found at DFARS 252.227-7025 and 227.7103-7. The term is also used with regards to similar agreements between two contractors, usually the prime contractor and a USG support contractor.
non-USG standard	A national or international standardization document developed by a private sector association, organization, or technical society that plans, develops, establishes, or coordinates standards, specifications, handbooks, or related documents. This term does not include standards of individual companies.

TERM	DEFINITION
non-specification requirement	Defined in MIL-HDBK-245.
offeror	Entity or bidder that responds to a solicitation and, if accepted, would bind that bidder to perform the resultant contract.
PCO	The individual authorized to enter into contracts for supplies and services on behalf of the USG by sealed bids or negotiations, and who is responsible for overall procurement in accordance with the contract. Also known as the contracting officer.
personally identifiable information	Defined in OMB Circular No. A-130.
PM	A designated individual with responsibility for and authority to accomplish program objectives for development, production, and sustainment to meet the user's operational needs. The PM should be accountable for credible cost, schedule, and performance reporting.
priced options	Priced elements in a contract where, for a specified time, the USG may elect to purchase additional supplies or services called for by the contract.
program office	The originating office for contractual data requirements.
proprietary	A broad contractor term used to describe data owned by the contractor, including, but not limited to, IP and financial data. This is generally a term used in the submission of a proposal to protect the contractor's sensitive information from disclosure and is not a category of rights applicable to data under all contracts. While this term or marking and similar terms are used by contractors in their commercial dealings, it is not an authorized marking on data formally delivered to the USG.
PSM	The individual responsible for managing the package of support functions required to field and maintain the readiness and operational capability of major weapon systems, subsystems, and components, including all functions related to weapon system readiness, in support of the PM's life cycle management responsibilities.

TERM	DEFINITION
purchase request	A document that, when submitted to a contracting office, officially initiates a particular procurement action. Sometimes referred to as a requisition, or a request for contract, a purchase request provides the official basis for deciding how the procurement will be conducted and how it will be awarded.
PWS	A work statement for performance-based acquisitions that describes the required product or service in clear, specific, and objective terms with associated measurable outcomes.
quality assurance	A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established, that products and services conform to established technical requirements, and that satisfactory performance is achieved.
RR	The rights of the USG in restricted CS as established in a RR notice. See DFARS 252.227-7014 for detailed information about the definition of RR.
SBIR	A highly competitive program that encourages small businesses to explore their technological potential and provides the incentive to profit from its commercialization.
SBIR/STTR rights	Any data first produced by a contractor that is a small business concern in performance of a SBIR or STTR contract issued under the authority of Section 638 of Title 15, U.S.C., which data are not generally known, and which data without obligation as to its confidentiality have not been made available to others by the contractor or are not already available to the USG. See DFARS 252.227-7018 for detailed information about the definition of SBIR and STTR rights.
SD-1	A publication issued by the Defense Standardization Program Office that defines DoD standardization codes and DID approval authorities.
SNLR	A license that either modifies the standard license rights granted to the USG to use, release, or disclose TD or CS; or grants a license to the USG under circumstances where the USG wants to obtain rights in TD or CS in which it does not have rights.

TERM	DEFINITION
solicitation	Communication of a procurement request package to potential offerors. Solicitations for competitive acquisitions describe the USG's requirement; anticipated terms and conditions that will apply to the contract; information required to be in the offeror's proposal; and factors and significant sub-factors that will be used to evaluate the proposal.
SOO	A USG-prepared document incorporated into the solicitation that states the overall performance objectives and provides the basic, top-level objectives of the acquisition. A SOO is used in the solicitation when the USG intends to provide maximum flexibility to each offeror to propose an innovative approach.
SOW	The portion of a contract that establishes and defines all non-specification requirements for contractor's efforts either directly or with the use of specific cited documents.
specification	A document used in development and procurement that describes the technical requirements for items, material, and services, including the procedures by which it will be determined that the requirements have been met. Specifications may be unique to a specific program (program-peculiar) or they may be common to several applications (general in nature). More specifically, a defense specification is a document that describes the essential technical requirements for military-unique materiel or substantially modified commercial items. MIL-STD-961 covers the content and format for defense specifications.
standard	A document that establishes engineering and technical requirements for processes, procedures, practices, and methods that have been decreed by authority or adopted by consensus. The USG uses defense standards and specifications and non-USG standards to implement standardization across organizations and facilitate interoperability in areas such as requirements, commonality, and total ownership costs.
subcontractor	Any supplier, distributor, vendor, or firm that provides supplies or services to or for a prime contractor or another subcontractor.
submittal	Data or information to be provided by the contractor to the USG for review and approval. There may be several submittals, depending on the acquisition and progression of the development of each data item.

TERM	DEFINITION
sustainment	The provisioning of personnel, logistics, and other support required to maintain and prolong operations or combat until successful accomplishment or revision of the mission. Sustainment includes supply, maintenance, transportation, engineering, data management, CM, manpower, personnel, training, habitability, survivability, environment, safety, occupational health, protection of critical program information, anti-tamper provisions, IT, supportability, and interoperability. The purpose of sustainment is to meet operational support performance requirements and sustain the system in the most cost-effective manner over its life cycle.
tailoring	The process by which the individual requirements (sections, paragraphs, or sentences) of the selected specification and standard, as well as related documents, are evaluated to determine which requirements are most suitable for a specific system and equipment acquisition.
TD	Recorded information (regardless of the form or method of the recording) of a scientific or technical nature, including CS documentation. TD does not include CS or financial, administrative, cost or pricing information, or management data or other information incidental to contract administration.
TDP	A technical description of an item adequate for supporting an acquisition strategy, production, and engineering and logistics support. A TDP defines required design configuration or performance requirements and procedures required to ensure adequacy of item performance. It includes TD such as models, drawings, associated lists, specifications, standards, performance requirements, quality assurance requirements, CS documentation, and packaging details.
TM	A publication that contains instructions for the installation, operation, maintenance, training, and support of weapon systems, weapon system components, and support equipment. TM information may be presented in any form or characteristic, including, but not limited to hard copy, audio and visual displays, magnetic tape, disc, and other electronic devices. A TM normally includes operational and maintenance instructions, part lists or parts breakdown, and related technical information or procedures exclusive of administrative procedures. Technical orders that meet the criteria of this definition may also be classified as TM.

TERM	DEFINITION
TMCR	A description of the required content, format, and style requirements for the preparation and delivery of one or more TMs and TM management data in a definitive contractual document. The TMCR consolidates the requirements from various USG specifications and standards and tailors those requirements to produce a manual that satisfies specified user needs.
UR	Right to use, modify, reproduce, perform, display, release, or disclose TD, CS, and CS documentation, in whole or in part, in any manner, and for any purpose whatsoever, and to authorize others to do so.
Wide Area Workflow e-Business Suite	An application that utilizes a standards-based architecture that allows vendors to submit invoices and receive reports electronically. See DFARS 252.232-7006 for additional information.

REFERENCES

- Code of Federal Regulations, Title 15
- Code of Federal Regulations, Title 22
- Code of Federal Regulations, Title 32
- Code of Federal Regulations, Title 36, Chapter XII
- Data Item Description DI-SESS-80858, “Supplier’s Configuration Management Plan,” April 17, 1992, as amended
- Data Item Description, DI-SESS-81453, “Data Accession List (DAL),” January 23, 1995, as amended
- Data Item Description, DI-IPSC-81442, “Software Version Description,” December 5, 1994, as amended
- Data Item Description, DI-IPSC-81437, “Database Design Description,” December 5, 1994, as amended
- Data Item Description, DI-IPSC-81441, “Software Product Specification (SPS),” December 5, 1994, as amended
- Defense Federal Acquisition Regulation Supplement, current edition
- Defense Logistics Agency ASSIST database¹
- Defense Procurement and Acquisition Policy Procedures, Guidance, and Information Website, “Defense Federal Acquisition Regulation Supplement (DFARS) and Procedures, Guidance, and Information (PGI)”²
- Defense Standardization Program Office Standardization Directory-1, “Standardization Directory,” April 1, 2014
- “DoD Data Stewardship Guidebook,” October 2021³
- Directive-Type Memorandum 22-001, “DoD Standards for Records Management Capabilities in Programs Including Information Technology,” February 22, 2024, as amended
- DoD Data Strategy, “Unleashing Data to Advance the National Defense Strategy,” September 30, 2020
- DoD Directive 5135.02, “Under Secretary of Defense for Acquisition and Sustainment (USD(A&S)),” July 15, 2020
- DoD Directive 5148.11, “Assistant to the Secretary of Defense for Intelligence Oversight (ATSD(IO)),” March 2, 2023, as amended
- DoD Directive 5148.13, “Intelligence Oversight,” April 26, 2017
- DoD Directive 5105.89, “Chief Digital and Artificial Intelligence Officer,” November 18, 2024
- DoD Directive 5230.25, “Withholding of Unclassified Technical Data from Public Disclosure,” November 6, 1984, as amended

¹ Available at <https://assist.dla.mil>

² Available at <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

³ Available at <https://www.ai.mil/Portals/137/Documents/Resources%20Page/DoD%20Data%20Stewardship%20Guidebook.pdf>

- DoD Directive 5240.01, “DoD Intelligence and Intelligence-Related Activities and Defense Intelligence Component Assistance to Law Enforcement Agencies and Other Civil Authorities,” September 27, 2024
- DoD Directive 5400.07, “DoD Freedom of Information Act (FOIA) Program,” April 5, 2019
- DoD Instruction 2030.08, “Implementation of Trade Security Controls (TSC) for Transfers of DoD Personal Property to Parties Outside DoD Control,” February 19, 2015, as amended
- DoD Instruction 2040.02, “International Transfers of Technology, Articles, and Services,” March 27, 2014, as amended
- DoD Instruction 5000.02, “Operation of the Adaptive Acquisition Framework,” January 23, 2020, as amended
- DoD Instruction 5000.73, “Cost Analysis Guidance and Procedures,” October 24, 2024
- DoD Instruction 5000.85, “Major Capability Acquisition,” August 6, 2020, as amended
- DoD Instruction 5010.44, “Intellectual Property (IP) Acquisition and Licensing,” October 16, 2019
- DoD Instruction 5015.02, “DoD Records Management Program,” February 24, 2015, as amended
- DoD Instruction 5200.48, “Controlled Unclassified Information (CUI),” March 6, 2020
- DoD Instruction 5230.09, “Clearance of DoD Information for Public Release,” January 25, 2019, as amended
- DoD Instruction 5230.24, “Distribution Statements on DoD Technical Information,” January 10, 2023
- DoD Instruction 5230.29, “Security and Policy Review of DoD Information for Public Release,” August 13, 2014, as amended
- DoD Instruction 5400.11, “DoD Privacy and Civil Liberties Programs,” December 8, 2020, as amended
- DoD Instruction 8320.02, “Sharing Data, Information, and Information Technology (IT) Services in the Department of Defense,” August 5, 2013, as amended
- DoD Instruction 8320.07, “Implementing the Sharing of Data, Information, and Information Technology (IT) Services in the Department of Defense,” August 3, 2015, as amended
- DoD Instruction 8500.01, “Cybersecurity,” March 14, 2014, as amended
- DoD Manual 4120.24, “Defense Standardization Program (DSP) Procedures,” September 24, 2014, as amended
- DoD Manual 5200.01, Volume 1, “DoD Information Security Program: Overview, Classification, and Declassification,” February 24, 2012, as amended
- DoD Manual 5200.01, Volume 2, “DoD Information Security Program: Marking of Information,” February 24, 2012, as amended
- DoD Manual 5200.01, Volume 3, “DoD Information Security Program: Protection of Classified Information,” February 24, 2012, as amended
- DoD Manual 5200.45, “Original Classification Authority and Writing a Security Classification Guide,” January 17, 2025
- DoD Manual 5205.02, “DoD Operations Security (OPSEC) Program Manual,” November 3, 2008, as amended

DoD Manual 5240.01, “Procedures Governing the Conduct of DoD Intelligence Activities,” August 8, 2016

DoD Manual 5400.07, “DoD Freedom of Information Act (FOIA) Program,” January 25, 2017

DoD Manual 8180.01, “Information Technology Planning for Electronic Records Management,” August 4, 2023

Federal Acquisition Regulation, current edition

“Intellectual Property Guidebook for DoD Acquisition,” April 30, 2025⁴

Military Handbook MIL-HDBK-245, “Department of Defense Handbook: Preparation of Statement of Work (SOW),” current edition

Military Standard MIL-STD-961, “Defense and Program-Unique Specifications Format and Content,” current edition

Military Standard MIL-STD-962, “Defense Standards Format and Content,” current edition

Military Standard MIL-STD-963, “Department of Defense Standard Practice: Data Items Descriptions (DIDs),” current edition

Military Standard MIL-STD-31000, “Technical Data Packages,” November 5, 2009, as amended

National Archives and Records Administration, “Records Management Language for Contracts”⁵

Office of Management and Budget Circular A-119, “Federal Participation in the Development and Use of Voluntary Consensus Standards and in Conformity Assessment Activities,” January 27, 2016

Office of Management and Budget Memorandum M-19-21, “Transition to Electronic Records,” June 28, 2019

Office of Management and Budget Memorandum M-23-07, “Update to Transition to Electronic Records,” December 23, 2022

SAE EIA-649-1A, “Configuration Management Requirements for Defense Contracts,” August 10, 2020, as amended

SAE EIA-649C, “Configuration Management Standard,” February 7, 2019, as amended

United States Code, Title 5, Section 552

United States Code, Title 10

United States Code, Title 15, Section 638

United States Code, Title 17

United States Code, Title 18, Section 1905

United States Code, Title 31, Chapter 63

United States Code, Title 44

⁴ Available at

<https://www.acq.osd.mil/asda/dpc/api/docs/intellectual%20property%20guidebook%20for%20dod%20acquisition%20signed.pdf>

⁵ Available at <https://www.archives.gov/records-mgmt/policy/records-mgmt-language>