

3.5-15 Additional Data Requirements (February 2003)

(a) In addition to the data (as defined in the **Rights in Data-General** clause, or other equivalent clause included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The "Rights in Data-General" clause or other equivalent clause included in this contract is applicable to all data ordered under this "Additional Data Requirements" clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the "Rights in Data-General" or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for the cost of converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

PRESCRIPTION

Should be used in RFI/RFPs and contracts involving experimental, developmental, research, or demonstration work. Does not apply to basic or applied research to be performed solely by a university or college unless all the requirements for data are believed to be known at the time of contracting and specified in the contract.