

27.408 Cosponsored research and development activities.

(a) In contracts involving cosponsored research and development that require the contractor to make substantial contributions of funds or resources (*e.g.*, by cost-sharing or by repayment of nonrecurring costs), and the contractor's and the Government's respective contributions to any item, *component*, process, or *computer software*, developed or produced under the contract are not readily segregable, the *contracting officer may* limit the *acquisition* of, or acquire less than *unlimited rights* to, any *data* developed and delivered under the contract. Agencies *may* regulate the use of this authority in their supplements. Lesser rights *shall*, at a minimum, assure use of the *data* for agreed-to Governmental purposes (including procurement rights as appropriate), and address any disclosure limitations or restrictions to be imposed on the *data*. Also, consideration *may* be given to requiring the contractor to directly license others if needed to carry out the objectives of the contract. Since the purpose of the cosponsored research and development, the legitimate proprietary interests of the contractor, the needs of the Government, and the respective contributions of both parties *may* vary, no specific clauses are prescribed, but a clause providing less than *unlimited rights* in the Government for *data* developed and delivered under the contract (such as license rights) *may* be tailored to the circumstances consistent with the foregoing and the policy set forth in [27.402](#). As a guide, a clause *may* be appropriate when the contractor contributes money or resources, or agrees to make repayment of nonrecurring costs, of a value of approximately 50 percent of the total cost of the contract (*i.e.*, Government, contractor, and/or third party paid costs), and the respective contributions are not readily segregable for any work element to be performed under the contract. A clause *may* be used for all or for only specifically identified tasks or work elements under the contract. In the latter instance, its use will be in addition to whatever other *data* rights clause is prescribed under this subpart, with the contract specifically identifying which clause is to apply to which tasks or work elements. Further, this type of clause *may* not be appropriate where the purpose of the contract is to produce *data* for dissemination to the public, or to develop or demonstrate technologies that will be available, in any event, to the public for its direct use.

(b) Where the contractor's contributions are readily segregable (by performance requirements and the funding for the contract) and so identified in the contract, any resulting *data may* be treated under this clause as *limited rights data* or *restricted computer software* in accordance with [27.404-2\(c\)](#) or (d), as applicable; or if this treatment is inconsistent with the purpose of the contract, rights to the *data may*, if so negotiated and stated in the contract, be treated in a manner consistent with paragraph (a) of this section.

Parent topic: [Subpart 27.4 - Rights in Data and Copyrights](#)