

(1) Such data are not essential to the manufacture or practice of hardware designed or fabricated, or processes developed, under this contract;

(2) Such data, in the form of results obtained by their use, have a commercially competitive alternate available or readily introducible from one or more other sources;

(3) Such data, in the form of results obtained by their use, are being supplied by the contractor or its licensees in sufficient quantity and at reasonable prices to satisfy market needs, or the contractor or its licensees have taken effective steps or within a reasonable time are expected to take effective steps to so supply such data in the form of results obtained by their use; or

(4) Such data, in the form of results obtained by their use, can be furnished by another firm skilled in the art of manufacturing items or performing processes of the same general type and character necessary to achieve the contract results.

(End of alternate)

*Alternate VII (FEB 1998)* As prescribed in 48 CFR 927.404(m) make the change described in Alternate VII to limit the contractor's use of DOE restricted data.

Insert the parenthetical phrase "(except Restricted Data in category C-24, 10 CFR part 725, in which DOE has reserved the right to receive reasonable compensation for the use of its inventions and discoveries, including related data and technology)." after the phrase "data first produced or specifically used by the Contractor in the performance of this contract" in paragraph (b)(2)(i) of the clause at FAR 52.227-14.

(End of alternate)

[63 FR 10507, Mar. 4, 1998]

**952.227-70—952.227-72 [Reserved]**

**952.227-74 [Reserved]**

**952.227-82 Rights to proposal data.**

Pursuant to 927.7002(d), include this clause in any contract which the decision to make the award included consideration of a technical proposal.

**RIGHTS TO PROPOSAL DATA (APR 1994)**

Except for technical data contained on pages \_\_\_ of the contractor's proposal dated \_\_\_ which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any

notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

[49 FR 12042, Mar. 28, 1984, as amended at 59 FR 9109, Feb. 25, 1994; 62 FR 2312, Jan. 16, 1997]

**952.227-84 Notice of right to request patent waiver.**

Include this provision in all appropriate solicitations in accordance with 48 CFR 927.409(t).

**RIGHT TO REQUEST PATENT WAIVER (FEB 1998)**

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, *i.e.*, individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the contractor to retain title to such inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR part 784.

(End of provision)

[63 FR 10508, Mar. 4, 1998]

**952.231-70 Date of incurrence of cost.**

In accordance with 931.205-32, insert the following clause when advance understandings have been negotiated regarding costs incurred prior to the contract effective date:

**DATE OF INCURRENCE OF COST (APR 1984)**

The Contractor shall be entitled to reimbursement for costs incurred in an amount not to exceed \$\_\_\_\_\_ on or after \_\_\_\_\_ which, if incurred after this