



# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 18 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 03/24/2014		2. CONTRACT NO. (If any) NRC-HQ-11-C-07-0015/ NRC-HQ-11-C-07-0015		6. SHIP TO: a. NAME OF CONSIGNEE US NRC - HQ	
3. ORDER NO. NRC-HQ-11-14-T-0002		4. REQUISITION/REFERENCE NO. NSIR-14-0022		b. STREET ADDRESS DIVISION OF CONTRACTS	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ DIVISION OF CONTRACTS				c. CITY	e. ZIP CODE
7. TO: JIEN MARASIGAN				f. SHIP VIA	
a. NAME OF CONTRACTOR DIGITAL MANAGEMENT INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS NA				REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY BETHESDA		e. STATE MD		f. ZIP CODE 208171572	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF NUCLEAR SECURITY	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
b. ACCEPTANCE Destination				16. DISCOUNT TERMS	

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: 2014-X0200-FEEBASED-11-11D001-11-1-156-R1166-2574 Period of Performance: 03/25/2011 to 07/25/2015  Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME US NUCLEAR REGULATORY COMMISSION		\$81,345.31				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) ONE WHITE FLINT NORTH						
c. CITY		d. STATE	e. ZIP CODE	\$81,345.31		

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) JOSEPH L. WIDDUP TITLE: CONTRACTING/ORDERING OFFICER	
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# SCHEDULE - CONTINUATION

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/24/2014	NRC-HQ-11-C-07-0015/NRC-HQ-11-C-07-0015	NRC-HQ-11-14-T-0002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
09400	<p>Exercised Ceiling as of 10/1/2013</p> <p>Line Item Ceiling\$81,345.31</p> <p>Incrementally Funded Amount: \$81,345.31</p> <p>The obligated amount of award: \$81,345.31.</p> <p>The total for this award is shown in box 17(i).</p>				81,345.31	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$81,345.31

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## SECTION B - SUPPLIES OR SERVICES/PRICES

### B.1 SCHEDULE OF SUPPLIES OR SERVICES

FIXED PRICE SERVICES					
CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0001	<b>Authorized software renewals include:</b>  <b>PBX PASS*</b> (12/01/13 - 11/30/14) <b>ANS</b> (02/01/14 - 01/31/15) <b>Esri GIS</b> (02/17/14 - 02/16/15) <b>ImpactWeather</b> (06/01/14 - 05/31/15) <b>WeatherBug</b> (07/26/14 - 07/25/15) <b>UPS</b> (02/19/14 - 02/18/15)		Lot		
<b>Subtotal – Firm-Fixed Amount: Tasks CLIN 0001</b>					<b>\$81,345.31</b>

\*Price includes a 25% reinstatement fee

### B.2 CONSIDERATION AND OBLIGATION -TASK ORDERS

- (a) The ceiling of this order for the services is [REDACTED]
- (b) This order is subject to the minimum and maximum ordering requirements set forth in the contract NRC-HQ-11-C-07-0015.
- (c) The amount presently obligated with respect to this order is [REDACTED]. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Contract Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.
- (d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 Title of Project**

Operations Center Information Management System (OCIMS) Operations and Maintenance – Task Order 13 Maintenance and license renewal PBX Pass, ANS, GIS, Impact Weather, Weather Bug, and UPS.

### **C.2 Introduction and Background**

This Statement of Work (SOW) will be issued under IDIQ contract NRC-HQ-11-C-07-0015 / Task Order 13 Maintenance and license renewal PBX Pass, ANS, GIS, Impact Weather, Weather Bug, and UPS.

The Operations Center Information Management System (OCIMS) is a General Support System (GSS) that is a collection of Information Technology and Information Management (IT/IM) systems. This task order will provide for the renewal of the continuous maintenance and license renewal for the ANS system as well as the license renewal for PBX Pass, GIS, Impact Weather, Weather Bug, and UPS.

### **C.3 Objective**

The contractor shall provide yearly software maintenance and license support for the following:

- PBX PASS
- ANS
- GIS
- Impact Weather
- Weather Bug
- UPS

### **C. 4 Work Requirements**

#### **1. Task 1: Provide annual renewal of PBX PASS Contracts**

Provide yearly renewal of the following two Partner Assurance Support Services (PASS) contracts from the PBX vendor:

- Pass Contract ID 509770
- Pass Contract ID 510213

The site id for NRC is 1214323 / 2112536 and the sold to number for these items is 5378372

#### **2. Task 2: Provide Automatic Notification System (ANS) Maintenance**

Provide 24 hours a day, 7 days a week 365 days a year support for Automatic Notification System such that it is maintained according to original equipment manufacturer specifications. This support shall provide for an afterhours support number. This support shall also include an on-site response time for correction of

failures of no greater than four hours. Provide for the renewal of software license from manufacturer.

There are two of these units on located in Rockville MD. The customer number for NRC is 5265 and 5265A.

Automatic Notification System Specifications:

- Cassidian Communications - The Communicator! NXT system with three PRI cards each.

### **3. Task 3: Provide License Renewal for ESRI Arc GIS Software**

Provide ESRI Arc GIS software license renewal for customer number 341351.

ESRI Arc GI Software System Specifications:

- Five (5) ArcView Single Use Primary Maintenance
- Five (5) ArcGIS Spatial Analyst Single Use License

License numbers are provided below:

<b>NRC</b>	<b>ArcView</b>	<b>Spatial Analyst</b>
Headquarters	UNK110403435	UNK207695940
NRC Region IV	UNK110403734	UNK207696130
NRC Region III	UNK110403792	UNK207696458
NRC Region II	UNK110403920	UNK207696698
NRC Region I	UNK119669556	UNK210735427

### **4. Task 4: Provide License Renewal for Impact Weather Software**

Provide license renewal for Impact Weather software for client ID USNUH01. Services are to include: Impact Weather Tropics Watch Standard with 40 Pre-set locations, impactweather.com website, optional conference calls and Gmaps interactive mapping system.

Deliverables:

Automated Tropics Watch notification process	Up to 5 persons scheduled to receive phone notifications
Personalized Web Page Access	Up to 20 total concurrent users
Email delivery of Tropics Watch items	Up to 40 addresses
Tropics Watch sites	Up to 40

Tropics Watch Select Hurricane Service

A La Carte Consulting Services up to three (3) included

Impact Weather Gmaps interactive mapping system

## **5. Task 5: Provide License Renewal for WeatherBug Software**

Provide license renewal for WeatherBug software. The customer ID for this software is **USNRC**.

System Specifications:

- Streamer RT – Govt
- Google Earth Data Feed

## **6. Task 6: Provide UPS Maintenance**

Provide 1 Year 4HR 7X24 Response Upgrade to Existing Service Contract  
The support shall include an annual preventative maintenance.

UPS System Specifications:

APC Smart UPS VT SUVTRT20KF5B5S which consists of

- SUVTRTF20KB5F APC SmartUPS VT rack mounted 20 KVa 208v w/iso XFNR for 5 batt modules w/PDU
- STBTU1-PLP 20 Symmetra PX battery units.

The serial number of the unit is PS1236330170

### **C.5 Contractor Skill Requirements**

Project Management

### **C.6 Results/Deliverables**

- Renewal of above mentioned items

### **C.7 Government-Furnished Property**

- Not Applicable

### **C.8 Access to Government Property and Facilities**

The contractor is permitted escorted access to the Government's facilities, as specified below:

U.S. Nuclear Regulatory Commission  
Three White Flint North  
11601 Landsdown Street  
North Bethesda, MD 20852



### **C.9 Place of Performance**

The work to be performed under this contract/order will be primarily performed at:

U.S. Nuclear Regulatory Commission  
Three White Flint North  
11601 Landsdown Street  
North Bethesda, MD 20852

### **C.10 Hours of Operation**

The contractor is responsible for conducting business between the hours of 8:00 am to 5:00 pm central time, Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

### **C.11 Security Requirements**

. The security requirements under the IDIQ contract (NRC-HQ-11-C-07-0015) shall apply for this task order.

### **C.12 Physical Security**

The contractor shall be responsible for safeguarding all Government property. At the close of each work period, Government facilities, equipment, and materials shall be secured.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Computer Security, under Contract/order number (see page 1 of this order).

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

1. See Statement of Work

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)**

This order shall commence on April 2, 2014 and will expire on July 25, 2015.

### **F.2 PLACE OF DELIVERY-REPORTS**

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

- a. Primary and Alternate Contracting Officer's Representatives (COR) (hardcopy or email as directed)

See names and addresses in Section H.3

- b. Contracting Officer (CO) (1 copy – via email)

Joseph L. Widdup

Email to: [Joseph.Widdup@nrc.gov](mailto:Joseph.Widdup@nrc.gov)

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 ELECTRONIC PAYMENT (SEP 2013)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer-System Award Management".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: [OCFO ObligationsResource@nrc.gov](mailto:OCFO ObligationsResource@nrc.gov).

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY (OCT 1999)**

(a) The contracting officer's authorized representatives hereinafter referred to as the Contracting Officer's Representatives (COR) for this contract are:

Primary Contracting Officer's Representative:

Name: Omar Khan  
Address: Three White Flint North, Mail Stop: 3WFN/9 A48  
11601 Landsdown Street  
North Bethesda, MD 20852  
Telephone Number: 301-287-3725  
Email: omar.khan@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. The term technical direction is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The COR does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the

written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

## **H.2 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE (JAN 1993)**

It is the policy of the Executive Branch of the Government that:

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement; and

(b) That contractors and subcontractors, or persons acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government

contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

### **H.3 GREEN PURCHASING (SEP 2013)**

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at:  
<http://pbadupws.nrc.gov/docs/ML1219/ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at:  
<http://www.gsa.gov/portal/content/198257>.

(c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

### **H.4 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.



## **H.5 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

## **SECTION I - CONTRACT CLAUSES**

### **I.1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the task order period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed July 25, 2015.

### **I.2 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)**

(a) Definitions. As used in this clause--

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright--(1) Data first produced in the performance of this contract. (i) The Contractor shall not assert or authorize others to assert any claim to copyright

subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.