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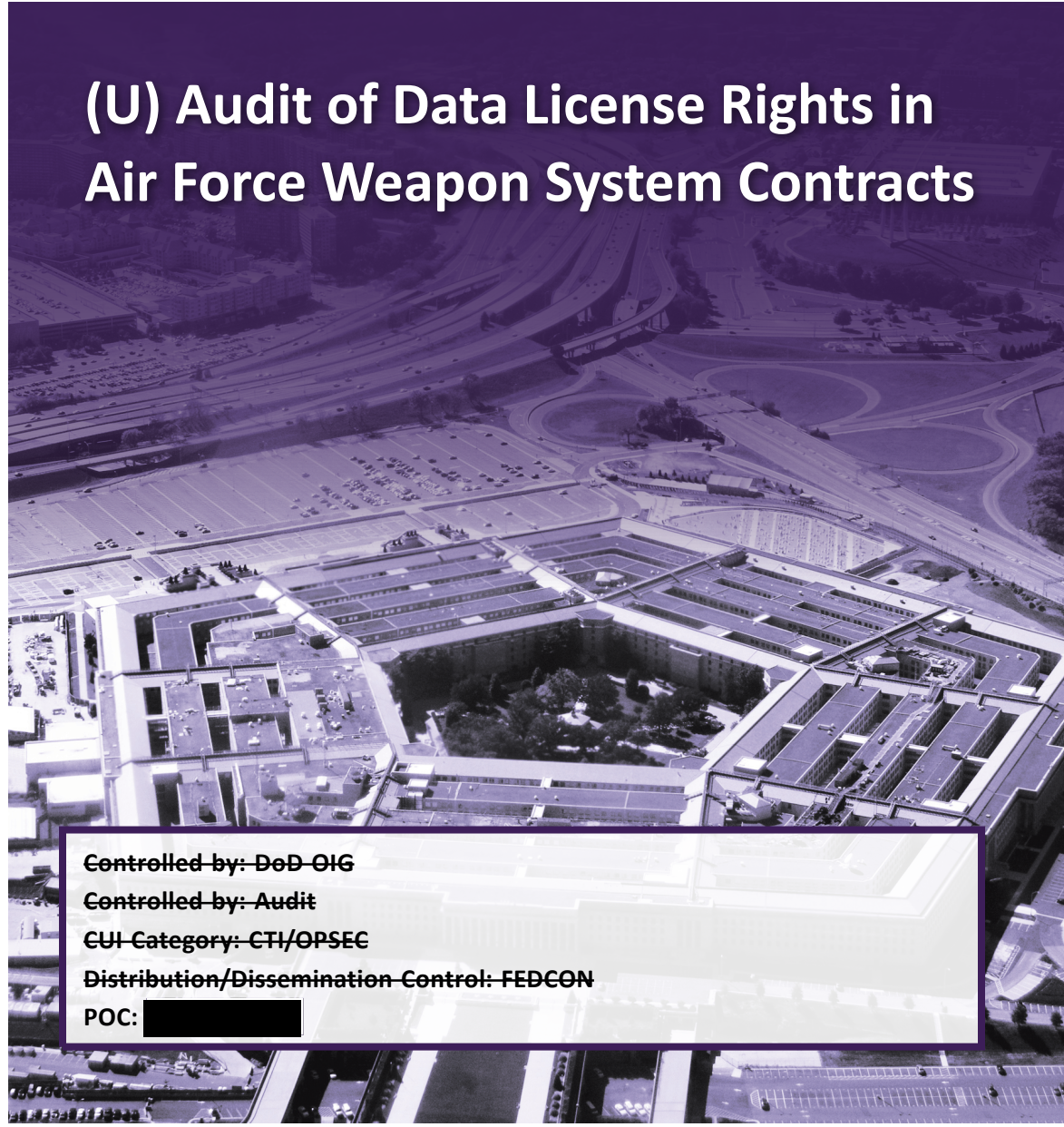
INSPECTOR GENERAL

U.S. Department of Defense

AUGUST 19, 2025



(U) Audit of Data License Rights in Air Force Weapon System Contracts



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INDEPENDENCE ★ INTEGRITY ★ EXCELLENCE ★ TRANSPARENCY

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(U) Results in Brief

(U) Audit of Data License Rights in Air Force Weapon System Contracts

August 19, 2025

(U) Objective

(U) The objective of this audit was to assess the effectiveness of the Air Force's integration of data license rights into contract requirements for selected weapon systems.

(U) Background

(U) As contractors develop and manufacture weapon systems for the DoD, the contractors create intellectual property. Intellectual property is the information, products, or services that are protected by law as intangible property, including data (technical data and computer software). Data license rights refer to licenses the Government may obtain to use, modify, reproduce, release, perform, display, or disclose intellectual property the Government does not own.

(U) Finding

(U) In general, the Air Force integrated data license rights into contract requirements for weapon systems, but improvements are needed. Program management office (PMO) personnel for one of the four programs we reviewed adequately supported how they defined and validated necessary data requirements in accordance with DoD guidance before integrating them into contract requirements. However, PMO personnel for the other three programs were unable to provide specific evidence to support how they defined and validated the data requirements necessary for the acquisition. This occurred because DoD guidance did not include specific

(U) Finding (cont'd)

(U) requirements for PMOs to maintain supporting documentation related to how they defined and validated necessary data requirements.

(U) Additionally, PMO personnel for three of the four programs we reviewed consistently integrated data license rights from intellectual property strategies into their contract requirements. However, one PMO did not because Air Force acquisition officials did not require PMOs to attend training on intellectual property and data license rights.

(U) As a result, the Air Force does not have reasonable assurance that it obtained intellectual property and data license rights as intended for the programs we reviewed, which is critical for maintaining technological superiority and preserving security interests.

(U) Recommendations

(U) We recommend that an OSD official update intellectual property policy and include a responsibility for PMOs to maintain documentation that supports the defined and validated data requirements. We also recommend that an Air Force official require PMO personnel supporting major weapon system acquisitions complete and maintain the Defense Acquisition University's Foundational Intellectual Property Credential.

(U) Management Comments and Our Response

(U) The Principal Director of Defense Pricing, Contracting, and Acquisition Policy, agreed with the recommendation. The Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics agreed with the intent of the recommendation, but did not address its specifics. Therefore, it is unresolved. We request that the Assistant Secretary provide additional comments within 30 days of the final report. Please see the Recommendations Table on the next page for the status of the recommendations.

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(U) Recommendations Table

(U) Management	Recommendations Unresolved	Recommendations Resolved	Recommendations Closed
Assistant Secretary of Defense for Acquisition	None	1	None
Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics	2	None	None (U)

(U) Please provide Management Comments by September 19, 2025.

(U) Note: The following categories are used to describe agency management's comments to individual recommendations.

- **(U) Unresolved** – Management has not agreed to implement the recommendation or has not proposed actions that will address the recommendation.
- **(U) Resolved** – Management agreed to implement the recommendation or has proposed actions that will address the underlying finding that generated the recommendation.
- **(U) Closed** – The DoD OIG verified that the agreed-upon corrective actions were implemented.



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OFFICE OF INSPECTOR GENERAL
DEPARTMENT OF DEFENSE
4800 MARK CENTER DRIVE
ALEXANDRIA, VIRGINIA 22350-1500

August 19, 2025

MEMORANDUM FOR UNDER SECRETARY OF DEFENSE FOR ACQUISITION AND SUSTAINMENT
AUDITOR GENERAL, DEPARTMENT OF THE AIR FORCE

SUBJECT: (U) Audit of Data License Rights in Air Force Weapon System Contracts
(Report No. DODIG-2025-147)

(U) This final report provides the results of the DoD Office of Inspector General's audit. We previously provided copies of the draft report and requested written comments on the recommendations. We considered management's comments on the draft report when preparing the final report. These comments are included in the report.

(U) The Assistant Secretary of Defense for Acquisition agreed to address a recommendation presented in the report; therefore, we consider the recommendation resolved and open. We will close the recommendation when management provides us documentation showing that all agreed-upon actions to implement the recommendation are completed. Therefore, please provide us within 90 days your response concerning specific actions in process or completed on the recommendation. Send your response to either [REDACTED] if unclassified or [REDACTED] if classified SECRET.

(U) This report contains a recommendation that is considered unresolved because the Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics did not fully address the recommendation presented in the report. Therefore, the recommendation remains open. We will track the recommendation until management has agreed to take actions that we determine to be sufficient to meet the intent of the recommendation and management officials submit adequate documentation showing that all agreed-upon actions are completed.

(U) DoD Instruction 7650.03 requires that recommendations be resolved promptly. Therefore, within 30 days please provide us your response concerning specific actions in process or alternative corrective actions proposed on the recommendation. Send your response to [REDACTED].

(U) If you have any questions, please contact me at [REDACTED]. We appreciate the cooperation and assistance received during the audit.

Carmen J. Malone
Assistant Inspector General for Audit
Acquisition, Contracting, and Sustainment

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(U) Introduction

(U) Objective

(U) The objective of this audit was to assess the effectiveness of the Air Force's integration of data license rights into contract requirements for selected weapon systems.¹ See Appendix A for a discussion on the scope, methodology, and prior coverage related to the audit objective.

(U) Background

(U) As contractors develop and manufacture weapon systems for the DoD, the contractors create intellectual property (IP) to which the Government can obtain data license rights. IP is the information, products, or services that are protected by law as intangible property, including data (technical data and computer software).²

(U) Data license rights refer to the various levels of licenses the Government may obtain to use, modify, reproduce, release, perform, display, or disclose IP the Government does not own. Obtaining appropriate data license rights will allow the DoD the opportunity to compete weapon system sustainment rather than relying on only one source. See Appendix B for the levels of licensing rights the Government may acquire.

(U) IP and Data License Rights Overview

(U) The Defense Federal Acquisition Regulation Supplement (DFARS) requires the DoD to establish acquisition strategies for major weapon systems and subsystems that include data deliverables and data license rights needed for sustainment.³ DFARS further states that Acquisition strategies should consider including a priced contract option for future data delivery and associated license rights.

¹ (U) This report contains information that has been redacted because it was identified by the Department of Defense as Controlled Unclassified Information (CUI) that is not releasable to the public. CUI is Government-created or owned unclassified information that allows for, or requires, safeguarding and dissemination controls in accordance with laws, regulations, or Government-wide policies.

² (U) Intangible property is a property without physical existence. Technical data is recorded information, of a scientific or technical nature. Computer software includes programs, source code, source code listings, object code lists, design details, algorithms, processes, flow charts, formulas, and related material that would enable the software to be reproduced, recreated, or recompiled, but excludes computer databases or computer software documentation.

³ (U) DFARS Part 207, "Acquisition Planning," Subpart 207.1, "Acquisition Plans," Section 207.106, "Additional Requirements for Major Systems."

(U) DoD Instruction (DoDI) 5000.02 and DoDI 5010.44 establish the requirements for DoD Components to assess long-term IP needs for weapon systems and develop IP strategies, which are included in the acquisition strategy.⁴ According to the DoDIs, the DoD Components should develop IP strategies that describe the program needs for data and associated data license rights necessary for competitive and affordable acquisition and sustainment over the weapon system's entire product life cycle. IP strategy planning begins as part of the overall acquisition strategy planning and is one of the earliest steps in the acquisition life cycle.

(U) Additionally, DoD solicitations and contracts must include a requirement for offerors and contractors to identify non-commercial technical data or computer software documentation with restrictions on data license rights.⁵ See Appendix C for a listing of DFARS clauses and provisions included in contracts and solicitations, as applicable. Figure 1 shows the key personnel in the acquisition oversight and data license rights processes.

⁴ (U) DoD Instruction 5000.02, "Operation of the Defense Acquisition System," December 8, 2008. DoD Instruction 5010.44, "Intellectual Property Acquisition and Licensing," October 16, 2019.

⁵ (U) DFARS Part 227, "Patents, Data, and Copyrights," Subpart 227.71, "Technical Data and Associated Rights," Section 227.7103, "Other than commercial products, commercial services, or commercial processes," Subsection 227.7103-1, "Policy," Paragraph (b)(4).

(U) DFARS Part 227, "Patents, Data, and Copyrights," Subpart 227.72, "Computer Software, Computer Software Documentation, and Associated Rights," Section 227.7203, "Other than commercial computer software and other than commercial computer software documentation," Subsection 227.7203-1, "Policy," Paragraph (b)(4).

(U) An offeror is a person who makes a proposal or offer to enter into a contract.

(U) Figure 1. Key Personnel in Acquisition Oversight and Data License Rights



(U) Source: The DoD OIG.

(U) Modular Open System Approach Requirements

(U) The modular open system approach (MOSA) uses modular system interfaces to connect major system components, major system platforms, or both. MOSA uses interfaces that comply with widely supported and consensus-based standards and allow the addition, removal, or replacement of items throughout the life cycle of a major system platform since they share a common connection point. Section 4401, title 10, United States Code (10 U.S.C. § 4401) requires programs that use MOSA to comply with data license rights set forth in 10 U.S.C. § 3771. According to 10 U.S.C. § 3771, programs are entitled to Government purpose rights in technical data for modular system interfaces developed exclusively at private expense or with combined (Government and private) funding and used in MOSA in accordance with 10 U.S.C. § 4401.⁶

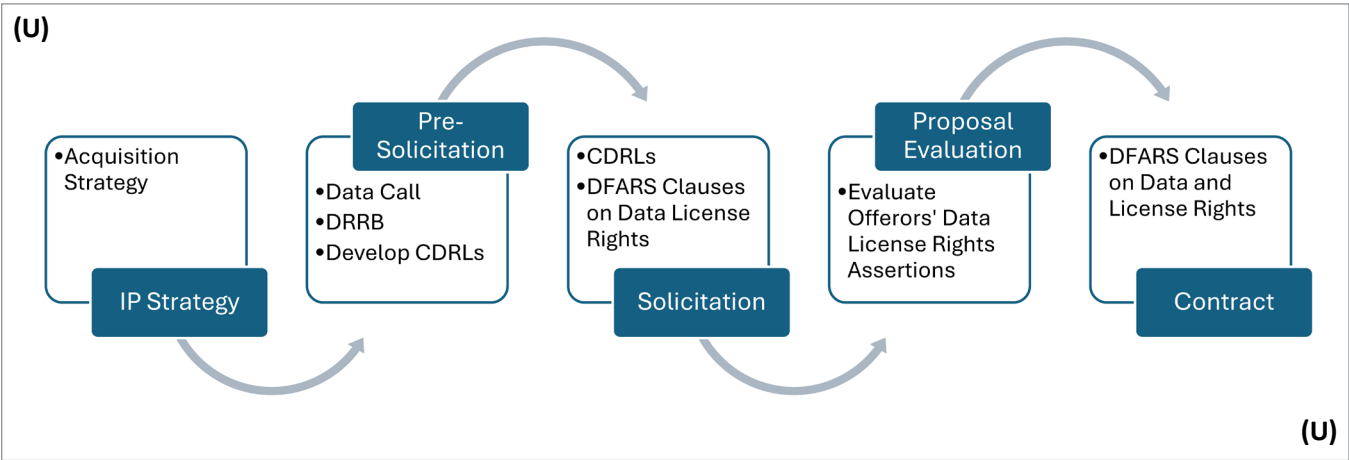
⁶ (U) Government purpose rights allow the Government to disclose or release the IP within the Government without restriction, and outside the Government for U.S. Government purposes. Government purpose rights are usually applicable when the product or process is developed with combined funding between Government and private funds. See Appendix B for the list of data license rights levels the Government may acquire.

(U) Process for Integrating Data License Rights into Contracts

(U) After developing the IP strategy, the process for integrating data and associated data license rights into contracts requires multiple steps. According to DoD 5010.12-M, the program manager must issue a call for data requirements to personnel from all functional areas, including engineering, training, and contracting. The program manager should issue the data call at least 6 months before releasing a solicitation to gather data requirements necessary for sustainment.⁷ Upon receipt, the data manager must consolidate the responses to the data call and identify the results on Contract Data Requirements Lists (CDRL) that outline authorized data requirements that are to be included in the contract. For programs valued at over \$5 million, DoD 5010.12-M requires the establishment of a Data Requirements Review Board (DRRB), which validates the data requirements.

(U) After the DRRB validates data requirements, the contracting office will issue a solicitation. The DFARS requires the solicitation to include the CDRLs and the necessary DFARS data license rights assertions clauses.⁸ In response to the solicitation, offerors are expected to assert whether they will deliver data to the Government with anything less than unlimited rights (data license rights assertions), which PMO personnel then evaluate as part of the selection and award decision. Figure 2 shows the process for integrating data license rights needs into contracts.

(U) Figure 2. Process for Integrating Data License Rights Needs into Contracts



(U) Source: The DoD OIG.

⁷ (U) DoD 5010.12-M, “Procedures for the Acquisition and Management of Technical Data,” May 14, 1993 (Incorporating Change 1, August 31, 2018).

⁸ (U) DFARS Part 215, “Contracting by Negotiation,” Subpart 215.4, “Contract Pricing,” Section 215.470, “Estimated data prices,” Paragraph (b).

(U) DFARS 227.7103-6 and 227.7203-6.

(U) Data license rights assertions are all data that the contractor asserts will be delivered to the Government with less than unlimited rights, such as Government purpose rights and limited rights.

(U) Programs Selected for Review

(U) We selected a nonstatistical sample of 4 weapon system programs for review from a universe of 63 acquisition category I and II programs.⁹ We selected two programs that entered the production and deployment phase while the 2008 version of the DoDI 5000.02 was in effect (between December 8, 2008, and October 15, 2019).¹⁰ Additionally, we selected two programs that entered the engineering and manufacturing development (EMD) phase when DoDI 5010.44 went into effect (after October 16, 2019) because DoDI 5010.44 was a new DoD-wide policy that governed the acquisition of IP.¹¹ We selected programs that were far enough along so that IP strategies were in place and PMOs had awarded contracts. See Appendix A for additional details on the universe and sample. Figure 3 shows the four programs we selected for review.

⁹ (U) Acquisition category I programs are major defense acquisition programs with estimated research, development, test, and evaluation expenditures exceeding \$525 million or procurement expenditures exceeding \$3.065 billion. Acquisition category II programs are acquisition programs that do not meet the criteria for an acquisition category I program but meet the criteria of a major system under 10 U.S.C. § 2302(d).

¹⁰ (U) DoDI 5000.02 requires program managers for acquisition category I and II programs to assess the long-term technical data needs of their systems and reflect that assessment in a data management strategy, which should address the merits of including a priced contract option for future delivery of technical data and data license rights not acquired upon initial contract award. The 2008 version of the DoDI 5000.02 is outdated and replaced by a version issued on January 23, 2020.

¹¹ (U) DoDI 5010.44 cancels and updates the data management strategy requirement the DoD established in DoDI 5000.02. DoDI 5010.44 requires each DoD program to have a robust IP strategy to identify and manage the full spectrum of IP and related matters, such as data and deliverables, patented technologies, and license rights, from the inception of the program and updated throughout the entire product life cycle.

(U) Figure 3. Four Air Force Programs Selected for Review



(U) Source: The DoD and Air Force.

(U) B61-12 Life Extension Tail Kit Assembly Program

(U) The B61-12 Life Extension Tail Kit Assembly (B61-12 TKA) is part of the overall legacy nuclear bomb B61-12 program. The Program Executive Office (PEO) for Strategic Systems oversees this program.¹² In [REDACTED], the B61-12 TKA program entered EMD in two phases. In October 2018, the program entered

¹² (U) The PEO for Strategic Systems is a part of the Air Force Nuclear Weapons Center. The Air Force Nuclear Weapons Center synchronizes all aspects of nuclear material management for the Air Force Materiel Command in direct support of the Air Force Global Strike Command.

(U) the production and deployment phase and transitioned to the sustainment program office in [REDACTED].¹³ Table 1 shows total contract values of \$658.1 million, awarded during each phase.

(U) Table 1. B61-12 TKA Program Contracts Awarded

(U) Phase	Value (in Millions)	Contract Description
EMD Phase 1	\$198.8	To design, develop, and test the B61-12 TKA.
EMD Phase 2	\$139.5	To further develop, test, and mature manufacturing processes, and deliver the B61-12 TKA.
Production	\$240.7	To produce the B61-12 TKA system, trainers, and ancillary equipment.
Sustainment	\$79.1	To provide services and supplies supporting the B61-12 TKA, including maintenance and repair.

(U)

(U) LEGEND

(U) EMD Engineering and Manufacturing Development

(U) TKA Tail Kit Assembly

(U) Source: The DoD OIG.

(U) HH-60W Jolly Green II Program

(U) The HH-60W Jolly Green II program, valued at approximately \$1.2 billion, is formally known as the Combat Rescue Helicopter. The helicopter's primary mission is to recover isolated personnel from hostile or denied territory. The PEO for Intelligence, Surveillance, Reconnaissance, and Special Operations oversees this program.¹⁴

(U) In June 2014, the Air Force awarded a contract to design, integrate, test, certify, manufacture, deliver, and sustain the aircraft and training system. The program entered the EMD phase in June 2014 and the production and deployment phase in September 2019.

¹³ (U) During the sustainment phase, the Program Manager deploys the product support package and monitors its performance according to a life cycle sustainment plan, which is the basis for activities conducted during this phase.

¹⁴ (U) The PEO for Intelligence, Surveillance, Reconnaissance and Special Operations is responsible for ensuring combatant commanders have the information gathering and targeting capabilities to make informed decisions and eliminate threats.

(U) KC-46A Block 1 Pegasus Advanced Communications Suite Program

(U) The KC-46A Block 1 Pegasus Advanced Communications Suite (PACS) program is the first post-production modification to the baseline KC-46 aircraft. The PEO for Mobility Aircraft oversees this program.¹⁵ In April 2019, the Air Force awarded an indefinite-delivery indefinite-quantity contract to provide hardware and software enhancements and improvements to the KC-46 weapon system.

(U) In March 2023, the Air Force awarded a delivery order for the KC-46A Block 1 PACS, valued at \$184.2 million. The delivery order authorized the contractor to accomplish activities necessary to design, develop, integrate, test, and certify Block 1 PACS. The program entered the EMD phase in March 2023.

(U) Survivable Airborne Operations Center Program

(U) The Survivable Airborne Operations Center (SAOC) program will recapitalize the E-4B National Airborne Operations Center, which is approaching the end of its life cycle. The PEO for Presidential and Executive Airlift oversees this program.¹⁶

(U) In April 2024, the Air Force awarded a contract valued at \$13.1 billion to acquire commercial aircraft, make required modifications, and integrate the mission system under the SAOC program through a single EMD, production, and interim contractor support contract. The program entered the EMD phase in April 2024.

¹⁵ (U) The PEO for Mobility is responsible for program execution and executive management for all acquisition category I, II, III, and sustainment programs in the Air Force's airlift and tanker aircraft portfolio, including the KC-46 Pegasus aircraft.

¹⁶ (U) The PEO for Presidential and Executive Airlift is responsible for acquiring and supporting the current and next generation Presidential and Executive Airlift fleet.

(U) Finding

(U) The Air Force Integrated Data License Rights into Contract Requirements for Weapon Systems, but Improvements are Needed

(U) In general, the Air Force integrated data license rights into contract requirements for weapon systems, but improvements are needed. PMO personnel for one of the four programs we reviewed, adequately supported how they defined and validated necessary data requirements in accordance with DoD 5010.12-M before integrating them into contract requirements. However, PMO personnel for the other three programs were unable to provide specific evidence to support how they defined and validated the data requirements necessary for the acquisition. This occurred because DoD guidance did not include specific requirements for PMOs to maintain supporting documentation related to how PMOs defined and validated necessary data requirements.

(U) Additionally, PMO personnel for three of the four programs we reviewed consistently integrated data license rights from IP strategies into their contract requirements.¹⁷ However, one PMO did not because Air Force acquisition officials did not require PMOs to attend training on IP and data license rights.

(U) As a result, the Air Force does not have reasonable assurance that it obtained IP and data license rights as intended for the programs we reviewed, which is critical for maintaining technological superiority and preserving national security interests.

(U) The Air Force Could Improve Support for Integrating Data License Rights into Contract Requirements

(U) In general, the Air Force integrated data license rights into contract requirements for weapon systems, but improvements are needed. PMO personnel for one of the four programs that we reviewed, adequately supported how they defined and validated necessary data requirements in accordance with DoD 5010.12-M before integrating them into contract requirements. However, PMO personnel for the other three programs were unable to provide specific evidence to support how they defined and validated the data requirements necessary for the acquisition. According to DoD 5010.12-M, PMOs should issue

¹⁷ (U) "Consistently" refers to the Air Force incorporating the same or similar data license rights defined in the IP strategies into solicitations and contract requirements.

(U) a data call at least 6 months before releasing a solicitation to gather data requirements and for programs valued at over \$5 million, conduct a DRRB before releasing a solicitation to validate the data requirements.

(U) SAOC Effectively Integrated Data License Rights into Contract Requirements

(U) SAOC PMO personnel supported how they defined data requirements in accordance with DoD 5010.12-M to effectively integrate them into contract requirements.¹⁸ In addition to developing an IP strategy outlining the data and data license rights needs for the program's life cycle, SAOC PMO personnel conducted a data call and DRRB. The data call and DRRB consisted of justifications, validations, and approvals from program personnel for the specific data requirements, such as maintenance and training data needed for the program's life cycle. Additionally, SAOC PMO personnel used a model-based approach and MOSA to address the program's data license rights needs.¹⁹

(U) To implement the model-based approach and MOSA, SAOC PMO personnel developed a virtual model of the SAOC aircraft and system parts consistent with 10 U.S.C. § 4401. To justify, validate, and approve the data license rights needs identified in the virtual model, SAOC PMO personnel obtained business clearance approvals from the Air Force Clearance Approval Authority.²⁰

(U) Using a model-based approach and MOSA as a best practice, would allow future programs to effectively integrate their data license rights needs into contract requirements.

(U) SAOC PMO personnel included the virtual model in the solicitation and required offerors to develop a comparable model with the offeror's proposed data license rights. Consequently, SAOC PMO personnel included the selected offeror's virtual model in the awarded

contract. By using this model-based approach and MOSA, SAOC PMO personnel ensured it would receive at least Government purpose rights to all modular system interfaces in accordance with 10 U.S.C. § 3771.²¹ Using a model-based approach and MOSA as a best practice, would allow future programs to effectively integrate their data license rights needs into contract requirements.

¹⁸ (U) "Effectively" refers to the Air Force's process for integrating data license rights into contracts based on conducting data calls and DRRB before issuing a solicitation and awarding a contract.

¹⁹ (U) Of the four programs we reviewed, SAOC was the only program that implemented MOSA in accordance with 10 U.S.C. § 4401 to address data license rights.

²⁰ (U) The Deputy Assistant Secretary (Contracting) or Associate Deputy Assistant Secretary (Contracting) is the business clearance approval authority for all contract actions greater than \$1 billion.

²¹ (U) Government purpose rights allow the Government to disclose or release the IP within the Government without restriction, and outside the Government for U.S. Government purposes. Government purpose rights are usually applicable when the product or process is developed with combined funding between Government and private funds. See Appendix B for the list of data license rights levels the Government may acquire.

(U) By effectively integrating data license rights into their contract using a model-based approach and MOSA, SAOC PMO personnel implemented the 2024 National Defense Industrial Strategy Implementation Plan. The Plan highlights the importance of increasing the ability to effectively plan and execute IP strategies that improve access to data with the necessary license rights. By effectively planning and executing the SAOC IP strategy, SAOC PMO personnel contracted to have access to data with the necessary license rights for the program's life cycle.

(U) Effectiveness of Data License Rights Undeterminable for HH-60W Jolly Green II, KC-46A Block 1 PACS, and B61-12 TKA

(U) HH-60W Jolly Green II, KC-46A Block 1 PACS, and B61-12 TKA PMO personnel were unable to provide specific evidence of defined data requirements before integrating them into contract requirements. Specifically, PMO personnel for the HH-60W Jolly Green II, KC-46A Block 1 PACS, and B61-12 TKA programs developed IP strategies outlining general data and data license rights needs. However, they were unable to provide specific evidence that a data call or DRRB were held, including approval documentation required by DoD 5010.12-M.

(U) For example, KC-46A Block 1 PACS PMO personnel stated that a data call may have occurred in 2011 for the baseline KC-46 aircraft, but they did not have access to the documentation. Regarding the DRRB, HH-60W Jolly Green II PMO personnel stated that the DRRB was an informal process and there were no meeting minutes. Instead, HH-60W Jolly Green II PMO personnel conducted the DRRB through emails and conference calls and were unable to provide approval documentation, which did not meet the intent of the DRRB as required by DoD 5010.12-M. The data calls and DRRB documentation would have shown justifications, validations, and approvals for data and data license rights needs outlined in the IP strategy before integrating them into contract requirements.

(U) PMO personnel for the HH-60W Jolly Green II, KC-46A Block 1 PACS, and B61-12 TKA programs also explained that they experienced personnel changes over the program's life cycle, which prevented them from determining whether they complied with DoD guidance when conducting steps to integrate data license rights into contract requirements.²² In some cases, PMO personnel were unable to determine whether data calls and DRRBs were executed because personnel involved with the early stages of the program had transitioned out.

(U) Personnel changes over the program's life cycle, prevented them from determining whether they complied with DoD guidance when conducting steps to integrate data license rights into contract requirements.

²² (U) DoD 5010.12-M.

(U) DoD Guidance Lacked Requirements for Maintaining Documentation

(U) PMO personnel for the HH-60W Jolly Green II, KC-46A Block 1 PACS, and B61-12 TKA programs were unable to provide specific evidence to support how they defined and validated the necessary data requirements because DoD guidance did not include specific requirements for PMOs to maintain supporting documentation related to how PMOs defined and validated necessary data requirements.²³ Specifically, DoD 5010.12-M requires PMOs to conduct data calls and DRRB, but does not expressly require PMOs to maintain documentation of how the PMOs defined and validated necessary data requirements.

(U) DoD 5010.12-M requires the program manager to issue a data call before releasing a solicitation and identify the results on a CDRL. However, DoD 5010.12-M does not have any requirements for maintaining documentation of the data call and how the program manager reached the CDRLs. Additionally, DoD 5010.12-M requires that PMO personnel establish DRRB operating instructions and take meeting minutes of each DRRB to document the approval and disapproval of all data items reviewed. However, DoD 5010.12-M does not have a requirement to maintain the meeting minutes or approval documentation to comply with DoD's records management requirements.

(U) While DoD 5010.12-M does not expressly require the PMO to maintain documentation of data calls and DRRBs, DoDI 5015.02 requires DoD personnel to create and maintain records to document mission activities.²⁴ Records are evidence of DoD functions, policies, procedures, and decisions. PMO personnel for three programs we reviewed were unable to provide specific evidence that a data call or DRRB occurred. Without documentation related to data calls and DRRBs, current PMO personnel for the three programs were unable to understand all factors considered and could not explain or support the validity of the data license rights requirements incorporated into the contracts. Therefore, the Assistant Secretary of Defense for Acquisition should update existing IP policy to include a responsibility for PMOs to maintain documentation that supports the defined and validated data requirements.

²³ (U) DoD 5010.12-M.

²⁴ (U) DoDI 5015.02, "DoD Records Management Program," February 24, 2015 (Incorporating Change 1, August 17, 2017).

(U) The Air Force Was Generally Consistent in Integrating Data License Rights into Contract Requirements

(U) PMO personnel for three of the four programs that we reviewed consistently integrated data license rights from IP strategies into their contract requirements. However, one PMO did not. PMO personnel for the B61-12 TKA program did not consistently integrate data license rights or applicable DFARS clauses into solicitations and contracts issued during the EMD and production phases.

(U) The DFARS requires the DoD to acquire only the data and data license rights necessary to satisfy agency needs.²⁵ DoD solicitations and contracts must include a requirement for offerors and contractors to identify non-commercial technical data or computer software documentation with restrictions on data license rights. Additionally, DoD solicitations and contracts must include a requirement for contractors to identify data they will deliver with data license rights restrictions before delivering the data to the DoD.²⁶

(U) SAOC, HH-60W Jolly Green II, and KC-46A Block 1 PACS PMO Personnel Consistently Integrated Data License Rights

~~(CUI)~~ PMO personnel for the SAOC, HH-60W Jolly Green II, and KC-46A Block 1 PACS programs documented data and data license rights needs for each program's life cycle in an IP strategy. The first step in ensuring a program consistently integrates data license rights into contract requirements is developing an IP strategy summarizing the program's data and data license rights needs for the program's life cycle. PMO personnel for the three programs developed IP strategies that included the data needed, data license rights needed, and rationales for how the data fit into the program's sustainment activities. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

²⁵ (U) DFARS Part 227, "Patents, Data, and Copyrights," Subpart 227.71, "Technical Data and Associated Rights," Section 227.7103, "Other than commercial products, commercial services, or commercial processes," Subsection 227.7103-1, "Policy," Paragraph (a).

(U) DFARS Part 227, "Patents, Data, and Copyrights," Subpart 227.72, "Computer Software, Computer Software Documentation, and Associated Rights," Section 227.7203, "Other than commercial computer software and other than commercial computer software documentation," Subsection 227.7203-1, "Policy," Paragraph (a).

²⁶ (U) DFARS 227.7103-1(b)(4).

(U) DFARS 227.7203-1(b)(4).

(U) PMO personnel for the programs also consistently integrated the data license rights needs from their IP strategies and DFARS provisions and clauses into solicitations and contracts. For example, regarding solicitations, HH-60W Jolly Green II PMO personnel included data for operation, maintenance, installation, and training in the solicitation consistent with the program's IP strategy, such as CDRLs, tailored requirements that outlined the program's data license rights needs, and all applicable DFARS provisions. Regarding contracts, KC-46A Block 1 PACS PMO personnel negotiated with the contractor and included specifically negotiated data license rights into the KC-46A Block 1 PACS delivery order through a contract clause in the post-production base contract, which was applicable to all delivery orders. The clause outlined the format and procedures for identifying restrictions on the Government's use, release, or disclosure of commercial data deliverables under a delivery order. Lastly, PMO personnel included data assertions tables in the KC-46A Block 1 PACS delivery order, which were listed by CDRL, and they provided a reference to the specifically negotiated data license rights terms or the level of rights, such as Government purpose rights.

(U) B61-12 TKA PMO Personnel Did Not Consistently Integrate Data License Rights

(U) PMO personnel for the B61-12 TKA program did not consistently integrate data license rights from the IP strategy or applicable DFARS clauses into solicitations and contracts issued during the EMD and production phases.

(U) EMD and Production Solicitations and Contracts Lacked Requirements for Data License Rights

(U) Although B61-12 TKA PMO personnel integrated data requirements from the IP strategy into solicitations and contracts, they inconsistently integrated data license rights. For example, the B61-12 TKA EMD IP strategy included a requirement for a refurbishment technical data package (TDP) with Government purpose rights to allow for competition when awarding contracts to sustain the weapon system.²⁷ Consistent with the IP strategy, B61-12 TKA PMO personnel issued an EMD solicitation that included an option for the refurbishment TDP; however, they did not specify the data license rights needed.

(U) In addition, B61-12 TKA PMO personnel issued EMD (Phases 1 and 2) and production contracts that included the refurbishment TDP contract option. However, the data license rights between the EMD and production contracts were

²⁷ (U) A TDP is the authoritative technical description of an item. A TDP consists of the applicable technical data, such as engineering design data and specifications.

(U) inconsistent. For example, the EMD Phase 1 contract required the contractor to develop and deliver a refurbishment TDP with Government purpose rights, but the EMD Phase 2 and production contracts did not include the data license rights requirements. Table 2 shows which solicitations and contracts included data license rights requirements for the refurbishment TDP.

(U) Table 2. Solicitations and Contracts Including Data License Rights Requirements

(U) Contracting Action	Included Data License Rights Requirements
EMD Solicitation*	No
EMD Phase 1 Contract	Yes
EMD Phase 2 Contract	No
Production Solicitation	No
Production Contract	No

* (U) The EMD solicitation covered statement of objectives for phases 1 and 2.

(U) Source: The DoD OIG.

(U) The DFARS requires that DoD solicitations and contracts include a requirement for offerors and contractors to identify data they will deliver with data license rights restrictions before delivering such to the DoD.²⁸ B61-12 TKA sustainment personnel stated the exclusion of data license rights for the refurbishment TDP contract option may have been an oversight by previous B61-12 TKA program personnel. They further explained that budget cuts prevented PMO personnel from exercising the contract option. However, according to B61-12 TKA sustainment personnel, not exercising the contract option to obtain the refurbishment TDP restricted competition for sustainment contracts, and personnel were thus reliant on the contractor that produced the B61-12 TKA. B61-12 TKA sustainment personnel stated that the TDP would have allowed the Air Force to competitively source sustainment for the B61-12 TKA and reduce time and costs associated with resolving any systemic issue the system experienced.

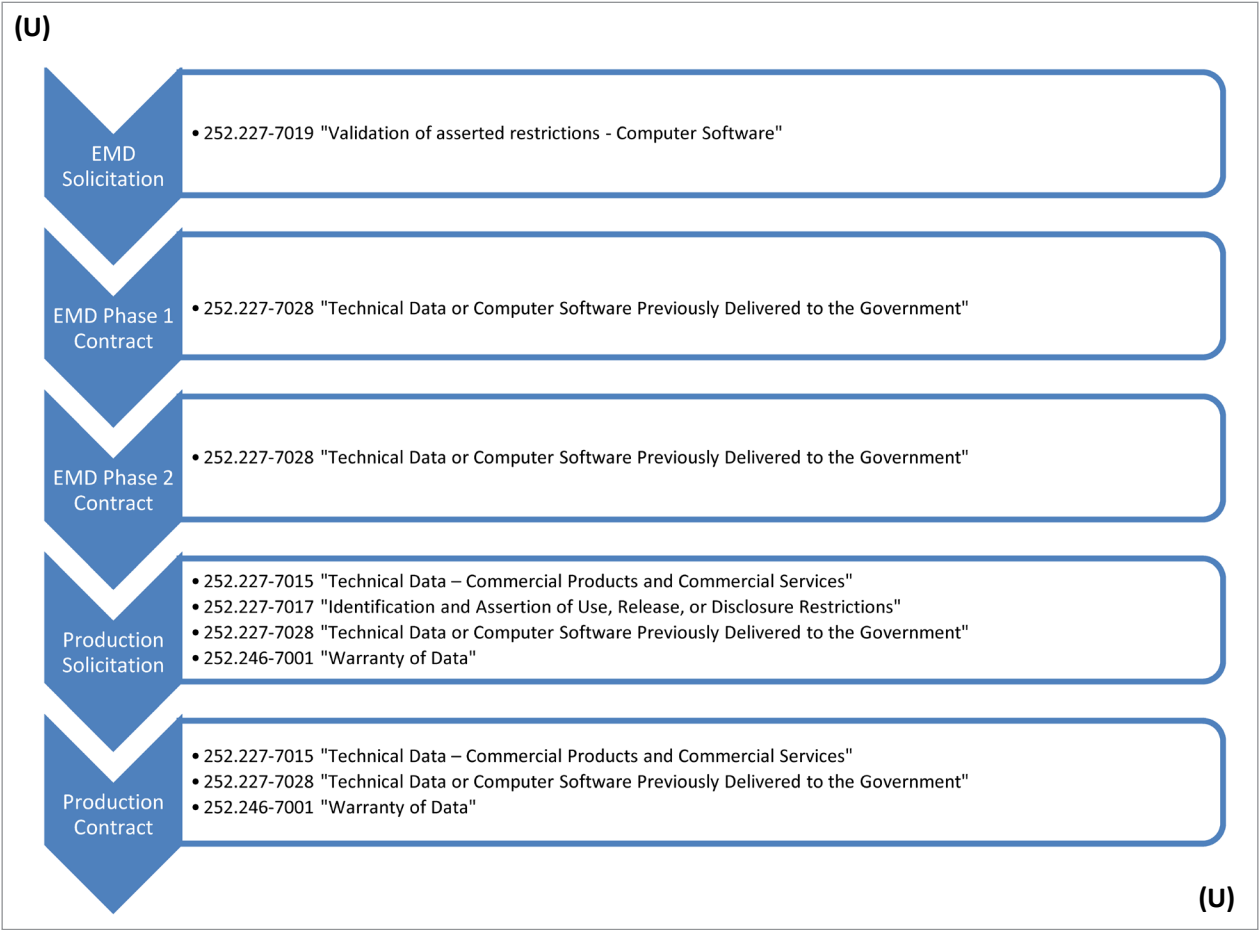
(U) Not exercising the contract option to obtain the refurbishment TDP restricted competition for sustainment contracts, and personnel were thus reliant on the contractor that produced the B61-12 TKA.

²⁸ (U) DFARS 227.7103-1(b)(4) and 227.7203-1 (b)(4).

(U) EMD and Production Solicitations and Contracts Lacked Certain DFARS Provisions and Clauses

(U) B61-12 TKA PMO personnel did not include all applicable DFARS provisions and clauses related to data license rights in EMD and production solicitations and contracts. DFARS clauses ensure DoD contracts are awarded in accordance with applicable laws, policies, and best practices. Figure 4 shows which DFARS provisions and clauses were missing from contract documentation.

(U) Figure 4. DFARS Provisions and Clauses Missing from Solicitations and Contracts



(U) Note: See Appendix C for DFARS provision and clause descriptions.

(U) Source: The DoD OIG.

(U) By not including all applicable IP and data license rights DFARS provisions and contract clauses, the Air Force did not have the protections provided by the clauses or could not ensure that the contractor was required to comply with IP and data license rights standards established by DFARS.

(U) Air Force Acquisition Officials Did Not Require Data License Rights Training

(U) B61-12 TKA PMO personnel inconsistently integrated data license rights from the IP strategy into contract requirements because Air Force acquisition officials did not require PMOs to attend training on IP and data license rights. Specifically, Air Force acquisition officials stated that PMO personnel attended training that was dependent on their functional area and certification levels and that any additional training to achieve credentials, such as IP or data license rights, was not directed.

(U) Air Force acquisition officials stated that PEOs may conduct training based on portfolio scope and program requirements for just-in-time training purposes. Additionally, B61-12 TKA PMO personnel stated that since 2014, personnel received only one-on-one training on data

(U) The 2024 National Defense Industrial Strategy Implementation Plan highlights the importance of cross-functional and comprehensive IP training to ensure access to resources and tools to plan and execute IP best practices.

management and as personnel joined the program during the production phase. The 2024 National Defense Industrial Strategy Implementation Plan highlights the importance of cross-functional and comprehensive IP training to ensure access to resources and tools to plan and execute IP best practices.

(U) Since 2012, the Defense Acquisition University (DAU) has offered various online training classes on IP and data license rights. In September 2020, the DAU deployed a Foundational IP Credential in coordination with the DoD IP Cadre.²⁹ Training courses in DAU's Foundational IP Credential included information on the areas identified as shortfalls in this report. For example, the Foundational IP Credential includes a course on data acquisition that provides DoD personnel with the knowledge necessary for incorporating IP and data license rights into contract requirements and including the applicable DFARS clauses in solicitations and contracts. Additionally, the credential covers information on the data call process and DRRB.

(U) Therefore, the Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics, should require PMO personnel supporting major weapon system acquisitions; specifically, the program manager, deputy program manager,

²⁹ (U) The DAU Foundational IP Credential includes nine training courses, and the estimated completion time to complete the credential is 21 hours.

(U) contracting officer, and data manager or equivalent, to complete and maintain the DAU's Foundational IP Credential to ensure PMO personnel can effectively identify IP and data license rights needs and incorporate them into contract requirements.³⁰

(U) No Reasonable Assurance for Obtaining Data License Rights as Intended

(U) As a result, the Air Force does not have reasonable assurance that it obtained IP and data license rights as intended for the programs we reviewed, which is critical for maintaining technological superiority and preserving national security interests.

(U) Effectively planning and executing IP strategies that improve on-demand access to data with the necessary data license rights is a performance metric supporting the Intellectual Property and Data Analysis implementation initiative of the National Defense Industrial Strategy. By not effectively and consistently integrating programs' data license rights needs into contracts, the Air Force may have challenges sustaining weapon systems in a cost-effective manner to

(U) By not effectively and consistently integrating programs' data license rights needs into contracts, the Air Force may have challenges sustaining weapon systems in a cost-effective manner to maintain technological superiority and preserve national security interests.

maintain technological superiority and preserve national security interests. For example, B61-12 TKA PMO personnel who worked on the program during EMD and production phases accepted restricted data license rights that could have been challenged at the time, which limited the options available to the B61-12 TKA sustainment personnel.

(U) When B61-12 TKA sustainment personnel sought to challenge the restricted markings, they were unable to do so because too much time had passed since the contractor delivered the data to the Government. According to B61-12 TKA sustainment personnel, the restricted rights limited the options available for sustaining the B61-12 TKA, which resulted in increased technical risk.³¹ Increased technical

³⁰ (U) In November 2021, the Government Accountability Office recommended that the Assistant Secretary of Defense for Acquisition ensure that the Director of the IP Cadre develops additional guidance to help component heads and Directors of Acquisition Career Management identify the DoD personnel in key career fields that would benefit most from receiving IP training and credentials. As of June 2025, the recommendation remained open.

³¹ (U) Restricted Rights is a license level the Government may obtain to use, modify, reproduce, release, perform, display, or disclose intellectual property the Government does not own.

(U) Current B61-12 TKA sustainment personnel planned to modernize portions of the B61-12 TKA in FY 2025 to reduce hardware dependencies and build obsolescence resilience.

(U) risk may prevent the B61-12 TKA from meeting performance requirements and negatively impact cost or schedule of the program. Effectively and consistently integrating programs' data license rights needs into contracts is key to ensuring contractors deliver the data license rights needed for the programs' life cycle.

(U) Recommendations, Management Comments, and Our Response

(U) Recommendation 1

(U) We recommend that the Assistant Secretary of Defense for Acquisition, update existing intellectual property policy and include a responsibility for program management offices to maintain documentation that supports the defined and validated data requirements.

(U) Assistant Secretary of Defense for Acquisition Comments

(U) The Principal Director of Defense Pricing, Contracting, and Acquisition Policy, responding for the Assistant Secretary of Defense for Acquisition, agreed with the recommendation. The Principal Director stated that the Office of the Assistant Secretary of Defense for Acquisition will update IP policy with responsibilities for PMOs to maintain documentation supporting data requirements. The Office of the Secretary of Defense IP Cadre is beginning the update of DoDI 5010.44 and will include this additional responsibility in that issuance.

(U) Our Response

(U) Comments from the Principal Director addressed the specifics of the recommendation. Therefore, the recommendation is resolved but will remain open. We will close this recommendation after we verify that the Assistant Secretary has updated the DoDI 5010.44 to include responsibilities for PMOs to maintain documentation supporting data requirements.

(U) Recommendation 2

(U) We recommend that the Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics, require the following program management office personnel supporting major weapon system acquisitions to complete and maintain the Defense Acquisition University's Foundational Intellectual Property Credential.

- a. **(U) Program Manager.**
- b. **(U) Deputy Program Manager.**
- c. **(U) Contracting Officer.**
- d. **(U) Data Manager or equivalent.**

(U) Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics Comments

(U) The official Performing the Duties of the Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics agreed with the intent of the recommendation. However, the Assistant Secretary recommended redirection of the recommendation to the Assistant Secretary of Defense for Acquisition given their responsibility for the DoD IP Cadre and oversight of acquisition workforce development for the DoD. Additionally, the Assistant Secretary requested revision of the recommendation to an all-inclusive review of IP training requirements for all DoD acquisition personnel to determine effective levels of training for appropriate personnel. The Assistant Secretary stated that the revision would complement the outstanding Government Accountability Office recommendation for the Director of the DoD IP Cadre to develop additional guidance to help identify the DoD personnel in key career fields that would benefit most from receiving IP training and credentials.

(U) Our Response

(U) Although the Assistant Secretary agreed with the recommendation, they did not address the specifics of the recommendation; therefore, the recommendation is unresolved. We did not redirect Recommendation 2 to the Assistant Secretary of Defense for Acquisition because our audit scope was limited to four Air Force programs, and our recommendation aligns with deficiencies we found within the Air Force. In addition, we acknowledge the outstanding Government Accountability Office recommendation for the Director of the DoD IP Cadre to develop additional guidance to help identify the DoD personnel in key career fields. However, as of July 2025, the recommendation remains open with no estimated completion date. Therefore, we request that the Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics reconsider their position and provide a response within 30 days of the final report on what actions it plans to take to require IP training for the positions identified.

(U) Appendix A

(U) Scope and Methodology

(U) We conducted this performance audit from July 2024 through June 2025 in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our finding and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our finding and conclusions based on our audit objective.

(U) This report was reviewed by the DoD Component associated with this oversight project to identify whether any of their reported information, including legacy FOUO information, should be safeguarded and marked in accordance with the DoD CUI Program. In preparing and marking this report, we considered any comments submitted by the DoD Component about the CUI treatment of their information. If the DoD Component failed to provide any or sufficient comments about the CUI treatment of their information, we marked the report based on our assessment of the available information.

(U) Programs Selected for Review

(U) We selected a nonstatistical sample of four programs from a universe of 63 Air Force acquisition category I and II programs. The universe consisted of 41 Air Force acquisition category I and II programs approved to enter the EMD or production and deployment phases on or after December 8, 2008, (but before October 16, 2019) and 22 programs approved to enter the same phases on or after October 16, 2019. To determine the target universe for selecting the programs, we conducted data calls to the Air Force requesting:

- (U) acquisition milestone phase dates,
- (U) solicitation numbers,
- (U) contract numbers,
- (U) contract award amounts, and
- (U) periods of performance.

(U) Based on the data the Air Force provided, we established the following factors to select the four programs.

- (U) Programs approved to enter the production and deployment phase from January 1, 2015, through October 16, 2019, that allowed us to assess program office efforts on data license rights after issuance of the Interim DoDI 5000.02 in November 2013.

- (U) Programs approved to enter EMD phase from FY 2022 through May 8, 2024, that allowed us to assess program office efforts on data license rights 2 years after the issuance of DoDI 5010.44.
- (U) Programs with indefinite-delivery indefinite-quantity contracts that had one delivery order.
- (U) Programs with a single contract.

(U) After applying the above factors to the universe of Air Force acquisition category I and II programs, we selected the B61-12 TKA, HH-60W Jolly Green II, KC-46A Block 1 PACS, and SAOC programs for review.

(U) Our results are based on a nonstatistical sampling methodology and therefore cannot be used to calculate estimates (projections) for the population.

(U) Review of Documentation and Interviews

(U) To answer our audit objective, we reviewed acquisition strategies, solicitations, contracts, acquisition decision memoranda, and other documentation outlining IP and data license rights for the B61-12 TKA, HH-60W Jolly Green II, KC-46A Block 1 PACS, and SAOC programs.

(U) We conducted site visits to PMOs between September and November 2024 at the following locations.

- (U) B61-12 TKA at Eglin Air Force Base, Florida
- (U) HH-60W Jolly Green II at Wright-Patterson Air Force Base, Ohio
- (U) KC-46A Block 1 PACS at Wright-Patterson Air Force Base, Ohio
- (U) SAOC at Hanscom Air Force Base, Massachusetts

(U) At each PMO, we interviewed program personnel and obtained documentation to understand each program's IP and data license rights needs, steps program personnel implemented to integrate data license rights into contract requirements, and training courses program personnel obtained on IP and data license rights. In addition, we interviewed IP Cadre officials from the Office of the Under Secretary of Defense for Acquisition and Sustainment and Office of the Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics, to understand their roles and responsibilities, oversight conducted, and updates to DoD policy. Furthermore, we requested information from DAU on the IP and data license rights trainings and the DAU Foundational IP Credential.

(U) We reviewed the following Federal, DoD, and Air Force guidance to assess the effectiveness of the Air Force's integration of the data license rights into contract requirements for the B61-12 TKA, HH-60W Jolly Green II, KC-46A Block 1 PACS, and SAOC programs.

- (U) 10 U.S.C. § 3771
- (U) 10 U.S.C. § 4401
- (U) DFARS Subpart 227.71, "Technical Data and Associated Rights"
- (U) DFARS Subpart 227.72, "Computer Software, Computer Software Documentation, and Associated Rights"
- (U) DoD Instruction 5010.44, "Intellectual Property Acquisition and Licensing," October 16, 2019
- (U) DoD Instruction 5000.02, "Operation of the Defense Acquisition System," December 8, 2008
- (U) Interim DoD Instruction 5000.02, "Operation of the Defense Acquisition System," November 26, 2013
- (U) DoD 5010.12 Manual, "Procedures for the Acquisition and Management of Technical Data," May 14, 1993 (Incorporating Change 1, August 31, 2018)
- (U) "National Defense Industrial Strategy, Implementation Plan for FY 2025," November 21, 2024
- (U) Department of the Air Force, "Air Force Federal Acquisition Regulation Supplement," Volume I, Parts 5301 to 5352
- (U) Department of the Air Force, "Air Force Data Rights Guidebook," 2019

(U) Internal Control Assessment and Compliance

(U) We assessed internal controls and compliance with laws and regulations necessary to satisfy the audit objective. In particular, we assessed the components of internal controls, including control activities and implementation of control activities related to developing IP strategies, defining IP and data license rights needs, and incorporating data license rights requirements into solicitations and contracts. However, because our review was limited to these internal control components and underlying principles, it may not have disclosed all internal control deficiencies that may have existed at the time of this audit.

(U) Use of Computer-Processed Data

(U) We used computer-processed data to perform this audit, but we did not rely on that data for our finding. Specifically, we used the Defense Acquisition Visibility Environment to identify acquisition category I and II Air Force programs active as of April 2024. The Defense Acquisition Visibility Environment is the authoritative source of program information for major programs and serves as the primary DoD resource for acquisition related data.

(U) We used the “Program Registration” capability within the system to extract a spreadsheet outlining active acquisition category I and II Air Force programs. To assess the reliability of the program information contained within the spreadsheet, we compared key data, such as milestone dates, to source documentation. Based on our review, we determined the data was sufficiently reliable to select four programs for review and answer the audit objective.

(U) Prior Coverage

(U) During the last 5 years, the GAO issued one report discussing IP and data license rights. Unrestricted GAO reports can be accessed at <http://www.gao.gov>.

(U) GAO

(U) Report No. GAO-22-104752, “Defense Acquisitions: DoD Should Take Additional Actions to Improve How It Approaches Intellectual Property,” November 2021

(U) The GAO reported that the DoD organizations were working towards meeting their assigned IP responsibilities. However, the DoD had not fully addressed how the DoD IP Cadre, DoD’s new group of specialized experts, would fulfill all its responsibilities.

(U) Appendix B

(U) Levels of Data License Rights

(U)

Unlimited Rights

- Allows the Government to disclose or release the IP without restriction and is usually applicable when the product or process is developed exclusively with Government funds.

Government Purpose Rights

- Allows the Government to disclose or release the IP within the Government without restriction, and outside the Government for U.S. Government purposes. Government purpose rights are usually applicable when the product or process is developed with combined funding between Government and private funds.

Restricted Rights

- Allows the Government to operate computer software on one computer at a time and make only the minimum copies needed for backup. The Government may not release the software outside the Government except in limited circumstances. Restricted rights are usually applicable when the product or process is developed exclusively at private expense.

Limited Rights

- Allows the Government to use the technical data within the Government, but does not allow the Government to release the technical data outside the Government except in limited circumstances. Limited Rights are usually applicable when the product or process is developed exclusively at private expense.

Specifically Negotiated Rights

- When the parties agree to modify the standard license rights granted to the Government or when the Government wants to obtain rights in data or computer software in which it does not have rights.

(U)

(U) Appendix C

(U) Overview of the DFARS Clauses and Provisions Related to IP and Data License Rights

(U) The following table outlines DFARS clauses and provisions related to data license rights required in solicitations and contracts (as necessary) and the applicability requirements for each.

(U) DFARS	Requirement Description
DFARS Subsection 227.7103-3, "Early Identification of Technical Data to be Furnished to the Government with Restrictions on Use, Reproduction, or Disclosure"	Requires the use of the provision at DFARS Subsection 252.227-7017, "Identification and Assertion of Use, Release, or Disclosure Restrictions," in all solicitations that include the clause at DFARS Subsection 252.227-7013, "Rights in Technical Data – Other Than Commercial Products and Commercial Services." The DFARS provision requires offerors to identify any technical data for which restrictions, other than copyright, on use, release, or disclosure are asserted and to attach the identification and assertions to the offer.
DFARS Subsection 227.7203-3, "Early Identification of Computer Software or Computer Software Documentation to be Furnished to the Government with Restrictions on Use, Reproduction, or Disclosure"	Requires the use of the provision at DFARS Subsection 252.227-7017, "Identification and Assertion of Use, Release, or Disclosure Restrictions," in all solicitations that include the clause at DFARS Subsection 252.227-7014, "Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation." The DFARS provision requires offerors to identify any computer software or computer software documentation for which restrictions, other than copyright, on use, modification, reproduction, release, performance, display, or disclosure are asserted and to attach the identification and assertion to the offer.
DFARS Subsection 227.7102-4, "Contract Clauses"	Requires the use of the clause at DFARS Subsection 252.227-7015, "Technical Data–Commercial Products and Commercial Services," in solicitations and contracts, including solicitations and contracts using Federal Acquisition Regulation (FAR) Part 12 procedures for the acquisition of commercial products and commercial services, when the contractor will be required to deliver technical data pertaining to commercial products, commercial components, or commercial services, or commercial processes.

(U)

(U) Overview of the DFARS Clauses and Provisions Related to IP and Data License Rights (cont'd)

(U) DFARS	Requirement Description
DFARS Subsection 227.7103-6, "Contract Clauses"	Requires the use of the clause at DFARS Subsection 252.227-7013 in solicitations and contracts, including solicitations and contracts using FAR Part 12, "Acquisition of Commercial Products and Commercial Services," procedures for the acquisition of commercial products and commercial services, when the successful offeror(s) will be required to deliver to the Government technical data pertaining to other than commercial products or commercial services, or pertaining to commercial products or commercial services for which the Government will have paid for any portion of the development costs (in which case the clause at DFARS 252.227-7013 will govern the technical data pertaining to any portion of a commercial product or commercial service that was developed in any part at Government expense).
DFARS Subsection 227.7103-6, "Contract Clauses"	Requires the use of the clause at DFARS Subsection 252.227-7016, "Rights in Bid or Proposal Information," in solicitations and contracts that include the DFARS clause 252.227-7013.
DFARS Subsection 227.7103-6, "Contract Clauses"	Requires use of the clause at DFARS Subsection 252.227-7037, "Validation of Restrictive Markings on Technical Data" in solicitations and contracts that include the DFARS clause 252.227-7013.
DFARS Subsection 227.7103-6, "Contract Clauses"	Requires use of the provision at DFARS Subsection 252.227-7028, "Technical Data or Computer Software Previously Delivered to the Government," in solicitations when the resulting contract will require the contractor to deliver technical data. The provision requires offerors to identify any technical data specified in the solicitation as deliverable data items that are the same or substantially the same as data items the offeror has delivered or is obligated to deliver, either as a contractor or subcontractor, under any other federal agency contract.
DFARS Subsection 227.7103-6, "Contract Clauses"	Requires the use of the clause at DFARS Subsection 252.227-7030, "Technical Data—Withholding of Payment," in solicitations and contracts that include the clause at DFARS 252.227-7013.

(U)

(U) Overview of the DFARS Clauses and Provisions Related to IP and Data License Rights (cont'd)

(U) DFARS	Requirement Description
DFARS Subsection 227.7103-8, "Deferred Delivery and Deferred Ordering of Technical Data"	Requires use of the clause at DFARS Subsection 252.227-7026, "Deferred Delivery of Technical Data or Computer Software," when it is in the Government's interests to defer the delivery of technical data. The clause permits the contracting officer to require the delivery of technical data identified as "deferred delivery" data at any time until 2 years after acceptance by the Government of all items (other than technical data or computer software) under the contract or contract termination, whichever is later. Additionally, DFARS 227.7103-8 requires use of the clause at DFARS 252.227-7027, "Deferred Ordering of Technical Data or Computer Software," 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.
DFARS Subsection 227.7203-6, "Contract Clauses"	Requires the use of the clause at DFARS Subsection 252.227-7014, "Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation," in solicitations and contracts when the successful offeror(s) will be required to deliver computer software or computer software documentation. The clause should not be used when the only deliverable items are technical data (other than computer software documentation), commercial computer software or commercial computer software documentation, commercial products, commercial services, special works, or contracts under the Small Business Innovation Research Program.
DFARS Subsection 227.7203-6, "Contract Clauses"	Requires the use of the clause at DFARS Subsection 252.227-7016, "Rights in Bid or Proposal Information," in solicitations and contracts that include the DFARS clause 252.227-7014.
DFARS Subsection 227.7203-6, "Contract Clauses"	Requires the use of the clause at DFARS Subsection 252.227-7019, "Validation of Asserted Restrictions—Computer Software," in solicitations and contracts that include the clause at DFARS 252.227-7014. The clause provides procedures for the validation of asserted restrictions on the Government's rights to use, release, or disclose computer software. (U)

(U) Overview of the DFARS Clauses and Provisions Related to IP and Data License Rights (cont'd)

(U) DFARS	Requirement Description
DFARS Subsection 227.7203-6, "Contract Clauses"	Requires use of the provision at DFARS Subsection 252.227-7028, "Technical Data or Computer Software Previously Delivered to the Government," in solicitations when the resulting contract will require the contractor to deliver computer software or computer software documentation. The provision requires offerors to identify any software or documentation specified in the solicitation as deliverable items that are the same or substantially the same as software or documentation which the offeror has delivered or is obligated to deliver, either as a contractor or subcontractor, under any other federal agency contract.
DFARS Section 227.7104, "Contracts Under the Small Business Innovation Research Program and Small Business Technology Transfer Program"	Requires the use of the clause at DFARS Subsection 252.227-7018, "Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research Program," when technical data or computer software will be generated during performance of contracts under the Small Business Innovation Research Program.
DFARS Subsection 227.7104-4, "Solicitation Provisions and Contract Clauses"	Requires use of the clause at DFARS Subsection 252.227-7037, "Validation of Restrictive Markings on Technical Data," in solicitations and contracts that include the clause DFARS 252.227-7018.
DFARS Subsection 227.7104-4, "Solicitation Provisions and Contract Clauses"	Requires use of the clause at DFARS Subsection 252.227-7030, "Technical Data – Withholding of Payment," in solicitations and contracts that include the clause at DFARS 252.227-7018.
DFARS Subpart 227.3, "Patent Rights Under Government Contracts," Section 227.303, "Contract Clauses"	Requires use of the clause at DFARS Subsection 252.227-7038, "Patent Rights—Ownership by the Contractor (Large Business)," instead of the clause at FAR 52.227-11, "Patent Rights—Ownership by the Contractor," in solicitations and contracts for experimental, developmental, or research work if (a) the contractor is other than a small business concern or nonprofit organization; and (b) no alternative patent rights clause is used in accordance with FAR 27.303(c) or (e).
DFARS Section 227.303, "Contract Clauses"	Requires use of the clause at DFARS Subsection 252.227-7039, "Patents—Reporting of Subject Inventions," in solicitations and contracts containing the clause at FAR 52.227-11, "Patent Rights – Ownership by the Contractor." <div style="text-align: right;">(U)</div>

(U) Overview of the DFARS Clauses and Provisions Related to IP and Data License Rights (cont'd)

(U) DFARS	Requirement Description
DFARS Subpart 246.7, "Warranties," Section 246.710, "Contract Clauses"	Requires for the use of a clause substantially the same as the basic or one of the alternates of the clause at DFARS Subsection 252.246-7001, "Warranty of Data," in solicitations and contracts that include the clause at DFARS 252.227-7013 when there is a need for greater protection or period of liability than provided by the inspection and warranty clauses prescribed in FAR Part 46. <div>(U)</div>

(U) Source: The DoD OIG.

(U) Management Comments

(U) Assistant Secretary of Defense for Acquisition



OFFICE OF THE UNDER SECRETARY OF DEFENSE
3000 DEFENSE PENTAGON
WASHINGTON, DC 20301-3000

MEMORANDUM FOR ASSISTANT INSPECTOR GENERAL FOR AUDIT,
ACQUISITION, CONTRACTING, AND SUSTAINMENT

SUBJECT: ASD(A) Response to DoD Office of Inspector General (OIG) Draft Report - "Audit of the Data License Rights in Air Force Weapon System Contracts" (Project No. D2024 D000AH-0146.000)

As requested, I am providing a response to the general content and recommendation 1 contained in the subject report.

Recommendation 1:

We recommend that the Assistant Secretary of Defense for Acquisition, update existing intellectual property (IP) policy and include a responsibility for program management offices to maintain documentation that supports the defined and validated data requirements.

Response:

Concur. The Office of the Assistant Secretary of Defense for Acquisition will update IP policy with responsibilities for program management offices to maintain documentation supporting data requirements. The Office of the Secretary of Defense (OSD) IP Cadre is beginning their update of DoD Instruction 5010.44 and will include this additional responsibility in that issuance.

Please contact [REDACTED] if additional information is required.

TENAGLIAJOHN
.M. [REDACTED]

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John M. Tenaglia
Principal Director,
Defense Pricing, Contracting, and
Acquisition Policy

(U) Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics



DEPARTMENT OF THE AIR FORCE WASHINGTON DC

JUL 29 2025

MEMORANDUM FOR DEPARTMENT OF DEFENSE INSPECTOR GENERAL

FROM: SAF/AQ
1060 Air Force Pentagon
Washington, DC 20330-1060

SUBJECT: Department of the Air Force Response to DoD Office of Inspector General Draft (DoDIG) Report, "Audit of the Data License Rights in Air Force Weapon System Contracts" (Project No. D2024-D000AH-0146)

1. This is the Department of the Air Force (DAF) response to the DoDIG Draft Report, "Audit of the Data License Rights in Air Force Weapon System Contracts" (Project No. D2024-D000AH-0146). The DAF agrees with intent with the report as written and welcomes the opportunity to provide comments.
2. The Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics (SAF/AQ) provides the following response to Recommendation 2:

RECOMMENDATION 2: The DoDIG recommends that the Assistant Secretary of the Air Force for Acquisition, Technology and Logistics require the following program management office personnel supporting major weapon system acquisitions to complete and maintain the Defense Acquisition University's (DAU) Foundational Intellectual Property Credential: Program Manager, Deputy Program Manager, Contracting Officer, and Data Manager or equivalent.

DAF RESPONSE: SAF/AQ agrees with the intent of the recommendation. The DAF agrees with the results reported, but recommends that Recommendation 2 be reassigned to the Office of the Undersecretary of Defense (Acquisition & Sustainment), Assistant Secretary of Defense for Acquisition, given its ownership of the DoD IP Cadre and its oversight of acquisition workforce development for the Department. SAF/AQ also submits that the recommendation be modified to a holistic review of IP training requirements for all DoD acquisition personnel to determine effective levels of training for appropriate personnel. This effort would complement the outstanding Government Accountability Office recommendation that the Director of the IP Cadre develop additional guidance to help identify the DoD personnel in key career fields that would benefit most from receiving IP training and credentials (as mentioned in Footnote 29 of the Draft Report). **Estimated Completion Date:** 30 September 2026.

(U) Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics (cont'd)

3. The SAF/AQ point of contact is [REDACTED]



WILLIAM D. BAILEY
Director & Program Executive Officer, Air Force Rapid Capabilities Office
Performing the duties of the Assistant Secretary of the Air Force
(Acquisition, Technology & Logistics)

Attachment:
CRM DD0818-1 D2024-D000AH-0146

(U) Acronyms and Abbreviations

CDRL	Contract Data Requirements List
DAU	Defense Acquisition University
DFARS	Defense Federal Acquisition Regulation Supplement
DRRB	Data Requirements Review Board
EMD	Engineering and Manufacturing Development
FAR	Federal Acquisition Regulation
IP	Intellectual Property
MOSA	Modular Open System Approach
PACS	Pegasus Advanced Communications Suite
PEO	Program Executive Office
PMO	Program Management Office
SAOC	Survivable Airborne Operations Center
TDP	Technical Data Package
TKA	Tail Kit Assembly

(U) Glossary

(U) Contract Data Requirements List. An authorized list of data requirements for a specific procurement that forms part of a contract in conjunction with applicable a standardization document that defines the data required of a contractor. The CDRL provides a contractual method to direct the contractor to prepare and deliver data that meets specific approval and acceptance criteria.

(U) Engineering and Manufacturing Development Phase. When a program is developed, built, tested and evaluated to verify that all operational and implied requirements, including those for security, have been met, and to support production, deployment and sustainment decisions.

(U) Modular Open Systems Approach. Uses a system architecture that allows severable major system components and modular systems at the appropriate level to be incrementally added, removed, or replaced throughout the life cycle of a major system platform to afford opportunities for enhanced competition and innovation while yielding-

- (U) significant cost savings or avoidance,
- (U) schedule reduction,
- (U) opportunities for technical upgrades,
- (U) increased interoperability, including system of systems interoperability and mission integration, or
- (U) other benefits during the sustainment phase of a major weapon system.

(U) Production and Deployment Phase. When a program is produced, and requirements are deployed to the receiving operating organizations.

(U) Solicitation. Any request to submit offers or quotations to the Government. Solicitations under negotiated procedures are called “requests for proposals.”

(U) Technical Data Package. The authoritative technical description of an item. This technical description supports the acquisition, production, inspection, engineering, and logistics support of the item. The description defines the required design configuration or performance requirements, and procedures required to ensure adequacy of item performance. It consists of applicable technical data, such as models, engineering design data, associated lists, specifications, standards, performance requirements, quality assurance provisions, software documentation and packaging details.

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