

**IFIB:**

**IFIB-ACT-SACT-18-75 Pilot Study:  
Improving Strategic Foresight Analysis  
(SFA) Using Data Science Tools and  
Techniques, Automation and Software  
Support to Analyst**

**Reference:**

**Q & A # 8**

**Date of Issue:**

**14 Jan 2019**

The following questions were raised with respect to subject IFIB. Responses are to provide clarification.

Questions	Responses
<p>1. Is it possible for companies to retain intellectual property rights of solutions provided to NATO in response to this requirement?</p>	<p>Para 33 of the standard HQ SACT General Terms and Conditions notes:</p> <p><i>33. Rights in Technical Data and Computer Software</i></p> <p><i>a. Ownership of Work Product. HQ SACT is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Research performed under this Agreement, including but not limited to inventions, derivative works, documents, reports, summaries, raw data, algorithms, charts, graphs, research results, methods, models, maps or drawings, tools, software (including source code), and other works which are created due to or as part of the Research by the Foundation, and including all patents, copyrights, trademarks, trade secrets and other Work Product (all of the above-described results and proceeds of the Research are herein referred to as "Work Product") and shall be deemed to be work made for hire. Accordingly, Sponsor may modify, protect, publish, incorporate into other documents, share with others, or otherwise use without restriction all aspects of the Work Product as HQ SACT deems fit in its sole discretion. The Foundation will not in any way use, license, or allow third parties to use the Work Product or any portion thereof without the express prior written consent of Sponsor.</i></p> <p><i>b. Technical data and software delivered under this contract shall be marked with the number of this contract, name of Contractor and the rights transferred to HQ SACT.</i></p> <p>However, HQ SACT is willing to modify Para 33 in the awarded contract to permit the successful bidder to grant HQ SACT an</p>

irrevocable, unlimited license, including transfer rights, to all deliverables described in the statement of work, including all technical data, software, and source code, plans, drawings, manuals or instructional materials prepared under this contract for implementation management, installation, operation, maintenance, training and follow-on work derived from the work performed under the statement of work.

The transfer rights would extend only to future HQ SACT contractors who might use the intellectual property, source code, plans, drawings, etc. for further development of future products, and would not permit HQ SACT contractors to retransfer the intellectual property or make any other use of the intellectual property except to execute and perform HQ SACT contracted tasks.

For the purposes of this IFIB, please assume Para 33 of the GT&C will be modified to reflect vendor retention of all IPR except the requirement to grant HQ SACT the irrevocable, unlimited, cost-free license, including transfer rights, described above.