

Project Information										Financial Summary										Operational Data										Logistics									
Project Name					Project ID					Total Budget					Actual Spend					Revenue					Profit					Inventory					Supply Chain				
Item	Code	Category	Unit	Quantity	Price	Total	Allocated	Spent	Variance	Revenue	Profit	Margin	Stock	Order	Lead Time	Supplier	Cost	Revenue	Profit	Margin	Stock	Order	Lead Time	Supplier	Cost	Revenue	Profit	Margin	Stock	Order	Lead Time	Supplier	Cost						
[Detailed data rows with various colored highlights (blue, green, purple) across columns]																																							





Table with columns: Company, Federal Agency or Agencies, Contract Number, Date, Amount, Purpose, URL, OIA Non-OTI, R&D, Procurement, or Information Use, Reasonable Government Use, Practical Application, Practical Application, Practical Application, Standard March Changes, S 2207 or other, S 2207 or other, S 2207 or other, Comments on rights to data. Rows include various companies like 82 Oxygen Pharmaceuticals, ANF Technologies, etc.

52.227-1	52.227-1	81
52.227-1	no	0
52.227-1	unknown	0
	no consent	
52.227-3	52.227-3	37
52.227-3	no	14
52.227-3	unknown	0
	Patent indemnity	2













































Issue	Bayh-Dole standards	Notes
Definition of practical application	(f)The term "practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are to the extent permitted by law or Government regulations available to the public on reasonable terms.	Phrase, "to the public on reasonable terms" is often eliminated in OTA agreements
Definition of subject invention	The term "subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under a funding agreement	Does not limit the government rights if the invention has a use outside of COVID 19.
Government license in funding agreement	With respect to any invention in which the contractor elects rights, the Federal agency shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States any subject invention throughout the world: Provided, That the funding agreement may provide for such additional rights, including the right to assign or have assigned foreign patent rights in the subject invention, as are determined by the agency as necessary for meeting the obligations of the United States under any treaty, international agreement, arrangement of cooperation, memorandum of understanding, or similar arrangement, including military agreement relating to weapons development and production.	Government right is NOT limited to emergencies, government procureent, research purposes or non-commercial use, while in some OTAs, it is.
March-in rights	With respect to any subject invention in which a small business firm or nonprofit organization has acquired title under this chapter, the Federal agency under whose funding agreement the subject invention was made shall have the right, in accordance with such procedures as are provided in regulations promulgated hereunder to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such request, to grant such a license itself, if the Federal agency determines that such—	Note the term, "in any field of use." March-in rights are not limited to emergencies or COVID 19, so an invention can be subject to march-in for a different disease. The term "responsible applicant" can include a non-USA based company.
	(1)action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;	Practical application is defined as including obligation to make benefits of inventions available on reasonable terms.
	(2)action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee, or their licensees;	This is not limited to health needs in the United States, or to emergencies, or to a specific field of use.
	(3)action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee, or licensees; or	This ground is often left out of OTAs. It concerns the preference for U.S. industry manufacturers.
(4)action is necessary because the agreement required by section 204 has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of its agreement obtained pursuant to section 204.	This ground is often left out of OTAs. It concerns the preference for U.S. manufacturers.	

<b>Subject</b>	<b>Link to Text Comparison</b>
Practical application definition	<a href="https://docs.google.com/document/d/19vo34JWrGQJYoCtdr0i-6NcEQ10GLnfgY9zLFYqvJjc/edit?usp=sharing">https://docs.google.com/document/d/19vo34JWrGQJYoCtdr0i-6NcEQ10GLnfgY9zLFYqvJjc/edit?usp=sharing</a>
March-in rights	<a href="https://docs.google.com/document/d/1tbQIHhfwrubG6UcviD0MIXM2WuAI9mziUCpZRsiCk/edit?usp=sharing">https://docs.google.com/document/d/1tbQIHhfwrubG6UcviD0MIXM2WuAI9mziUCpZRsiCk/edit?usp=sharing</a>
Government use rights	<a href="https://docs.google.com/document/d/1XqE6-NGyK0r1PMmCfVwcE73WOXjHMKg15MgXVdm3ls/edit?usp=sharing">https://docs.google.com/document/d/1XqE6-NGyK0r1PMmCfVwcE73WOXjHMKg15MgXVdm3ls/edit?usp=sharing</a>
Subject inventions definition	<a href="https://docs.google.com/document/d/1ZOMTtk6vmFv-wrFolK51NA9CQnXtEF-UE-D_oxlz_K4/edit?usp=sharing">https://docs.google.com/document/d/1ZOMTtk6vmFv-wrFolK51NA9CQnXtEF-UE-D_oxlz_K4/edit?usp=sharing</a>
Grounds for termination	<a href="https://docs.google.com/document/d/1JA5oKaSzxS7rxeW78edOQX_cWfFaXSSks8TvdKfHkrqQ/edit?usp=sharing">https://docs.google.com/document/d/1JA5oKaSzxS7rxeW78edOQX_cWfFaXSSks8TvdKfHkrqQ/edit?usp=sharing</a>
Confidentiality	<a href="https://docs.google.com/document/d/1-hNwb8wu6ByNuLat3aBIRDlwiRo-cpoYpBrYmEwiV4/edit?usp=sharing">https://docs.google.com/document/d/1-hNwb8wu6ByNuLat3aBIRDlwiRo-cpoYpBrYmEwiV4/edit?usp=sharing</a>
Know-how definitions	<a href="https://docs.google.com/document/d/16ViFX-NgDam4ep1La5Eb4pbDrXQgx0OXhx9efLKOj8/edit?usp=sharing">https://docs.google.com/document/d/16ViFX-NgDam4ep1La5Eb4pbDrXQgx0OXhx9efLKOj8/edit?usp=sharing</a>
Know-how technology transfer	<a href="https://docs.google.com/document/d/1jSUyzlGTVEL5dl5D17mDfdFmKDCRqnQUdCg5LfOIU_0/edit#heading=h.g8qeycczcmvl">https://docs.google.com/document/d/1jSUyzlGTVEL5dl5D17mDfdFmKDCRqnQUdCg5LfOIU_0/edit#heading=h.g8qeycczcmvl</a>
Data rights	<a href="https://docs.google.com/document/d/1WWt_1uoM83hTFiELortEYtY7pMUMdd00gN6kFujogg/edit?usp=sharing">https://docs.google.com/document/d/1WWt_1uoM83hTFiELortEYtY7pMUMdd00gN6kFujogg/edit?usp=sharing</a>
Data definition	<a href="https://docs.google.com/document/d/12vU3R0pR3Hg2FN-ZNet7cdKP-wqYfKAS78TiMaddG-o/edit?usp=sharing">https://docs.google.com/document/d/12vU3R0pR3Hg2FN-ZNet7cdKP-wqYfKAS78TiMaddG-o/edit?usp=sharing</a>
Pricing provisions	<a href="https://docs.google.com/document/d/1NINzeczBRFF2gHSluzM74IBV4z3TJIO7QOLNkNgF2RJs/edit">https://docs.google.com/document/d/1NINzeczBRFF2gHSluzM74IBV4z3TJIO7QOLNkNgF2RJs/edit</a>
Failure to ensure adequate supply clauses	<a href="https://docs.google.com/document/d/1QlqGurYudp0VnMES9X5agmgTRyLF2j_ia7AtPMW4D04/edit?usp=sharing">https://docs.google.com/document/d/1QlqGurYudp0VnMES9X5agmgTRyLF2j_ia7AtPMW4D04/edit?usp=sharing</a>
Background IP rights: government	<a href="https://docs.google.com/document/d/1pWLu9oyptXdGR1zrltr-R85Oh7XCG7SxVLpDcChuu0/edit?usp=sharing">https://docs.google.com/document/d/1pWLu9oyptXdGR1zrltr-R85Oh7XCG7SxVLpDcChuu0/edit?usp=sharing</a>
Defense Production Act references	In progress

**Data Rights - Non-OTA Contracts with Civilian Agencies: FAR § 52.227-14**

Right in Data	Contract Clause	Notes
Unlimited Rights	(1) Data that is produced in the performance of this contract (Form, B, and function data delivered under this contract) (2) Data developed with the contract funds for software (Computer software) that contains material or functional information for the Government (3) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (4) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (5) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government	Unlimited rights in data apply to data that is produced in performance of the contract, etc., regardless of how the data were funded. They allow the Government to permit others to use the data, even for commercial purposes.
Limited Rights	(6) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (7) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (8) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (9) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (10) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government	Requires that these only apply if you use an Alternate FAR clause.*

**Technical Data**  
 Technical data means recorded information (regardless of the form or method of the recording of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, and/or private information.

**Data Rights - Non-OTA Contracts with Defense Agencies: DFARS § 227.2313**

Right in Data	Contract Clause	Notes
Unlimited Rights	(1) Data that is produced in the performance of this contract (2) Data developed with the contract funds for software (Computer software) that contains material or functional information for the Government (3) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (4) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (5) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (6) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (7) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (8) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (9) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (10) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government	Unlimited rights in data apply to data that is produced in performance of the contract, etc., regardless of how the data were funded. They allow the Government to permit others to use the data, even for commercial purposes.
Limited Rights	(11) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (12) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (13) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (14) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (15) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (16) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (17) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (18) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (19) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government (20) Data that is developed with the contract funds for software (Computer software) that contains material or functional information for the Government	Requires that these only apply if you use an Alternate FAR clause.*

**Technical Data**  
 Technical data means recorded information (regardless of the form or method of the recording of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, and/or private information.

**Government Purpose**  
 Any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purpose includes cooperative procurement that does not include the right to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or purposes other than to the Government.

\* Subject to verification