

252.204-7015

48 CFR Ch. 2 (10-1-20 Edition)

(d) *Indemnification and creation of third party beneficiary rights.* The Contractor agrees—

(1) To indemnify and hold harmless the Government, its agents, and employees from any claim or liability, including attorneys' fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of any litigation information; and

(2) That any third party holding proprietary rights or any other legally protectable interest in any litigation information, in addition to any other rights it may have, is a third party beneficiary under this contract who shall have a right of direct action against the Contractor, and against any person to whom the Contractor has released or disclosed such litigation information, for any such unauthorized use or disclosure of such information.

(e) *Contractor employees.* The Contractor shall ensure that its employees are subject to use and nondisclosure obligations consistent with this clause prior to the employees being provided access to or use of any litigation information covered by this clause.

(f) *Flowdown.* Include the substance of this clause, including this paragraph (f), in all subcontracts, including subcontracts for commercial items.

(End of clause)

[79 FR 11340, Feb. 28, 2014, as amended at 81 FR 28729, May 10, 2016; 84 FR 58332, Oct. 31, 2019]

**252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support.**

As prescribed in 204.7403(b), use the following clause:

NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

(a) *Definitions.* As used in this clause—

*Computer software* means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

*Litigation support* means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

*Litigation support contractor* means a contractor (including its experts, technical consultants, subcontractors, and suppliers) pro-

viding litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

*Sensitive information* means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

*Technical data* means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) *Notice of authorized disclosures* Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) *Flowdown.* Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

[79 FR 11341, Feb. 28, 2014, as amended at 81 FR 28729, May 10, 2016; 84 FR 58332, Oct. 31, 2019]

**252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation.**

As prescribed in 204.2105(a), use the following provision:

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (DEC 2019)

(a) *Definitions.* As used in this provision, *covered defense telecommunications equipment or services* has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) *Representation.* The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or