



DEPARTMENT OF THE ARMY  
HEADQUARTERS, U.S. ARMY MATERIEL COMMAND  
5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333 - 0001

REPLY TO  
ATTENTION OF

AMCRDA-TE (70-1)

6 January 1999

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Policy on Contractor Integrated Technical Information Service (CITIS) for Engineering and Technical (E&T) Data

1. Under CITIS, the contractors store and maintain data for which the Government has a requirement. It is the U.S. Army Materiel Command (AMC) policy that CITIS is the preferred method of handling E&T Data and will be used when economically beneficial to the Government. The AMC Deputy Chief of Staff for Research, Development and Acquisition will be the proponent for policy and procedures for AMC for CITIS dealing with E&T Data. Enclosure provides "General Guidance for considering a Contractor Integrated Technical Information Service (CITIS) for Engineering and Technical ((E&T) Data."

2. The CITIS is one of the methods available by which to reduce operating budgets and expenses involved in the acquisition, storage, management and maintenance of E&T Data. This is especially true during development and initial production because E&T Data is subject to multiple changes during that timeframe. therefore, CITIS will be considered on all new productions contracts. For existing contracts, consideration should be given to requesting concept papers from the contractors to identify the contractor's perspective on the optimum methods for exchanging data with his automation system. Transition to the contractor's proposed interface concept would reduce or eliminate conflicting requirements on his automation system and minimize the cost of exchanging data with the contractor. To that end, planning for an effective interface with the contractor should be a critical element in the organizations Integrated Data Environment planning and implementation.

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3. The Government's requirement for that data must first be determined, when a CITIS is being considered. That determination must consider the data requirements throughout the entire life cycle of the item for which a CITIS will be used. Any contractual requirements for CITIS must address data access, use, rights, possession and ownership. In order to maximize the benefit and minimize the risk to the Government in the utilization of a CITIS, data and system interoperability within the Government and with any CITIS must be maintained. Therefore, for each CITIS contractually implemented, the CITIS must be compatible with the following approved performance specifications, MIL-PRF-32029(MI), Performance Specification, Automated Configuration Management System, dated 30 June 1998 and MIL-52406C, Interface Specification for Standard System Interface Requirements for Engineering Data, dated 15 September 1997, or their current revisions at the time of contract award.

4. The point of contact for this is Mr. James Knowles, AMCRDA-TE, DSN 767-5100, COMM 703-617-5100.

5. AMC -- America's Arsenal for the Brave.

Encl  
as

  
JOHNNIE E. WILSON  
General, USA  
Commanding

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**GENERAL GUIDANCE FOR CONSIDERING A  
CONTRACTOR INTEGRATED TECHNICAL INFORMATION SERVICE (CITIS)  
FOR ENGINEERING AND TECHNICAL (E&T) DATA**

**GENERAL:** This document is intended to provide general guidance for determining whether a CITIS should be used and identifying implementation considerations. It is not intended to replace the advice of competent legal, acquisition, logistics, engineering, etc. personnel in any given situation.

DoDR 5000.2R, "Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) Programs." In paragraph 3.3.5. "continuous acquisition and Life-cycle Support (CALs) - Acquisition Program Integrated Digital Environment (IDEs)" states that "Beginning in FY97, all new contracts shall require on-line access to, or delivery of, their programmatic and technical data in digital form, unless analysis shows that life-cycle time or life-cycle cost would be increased by doing so. Preference shall be given to on-line access to contractor developed data through contractor information services or existing information technology infrastructure rather than data delivery..."

Military Standard 974, 20 Aug 93, Contractor Integrated Technical Information Service (CITIS) defines a set of core and tailorable CITIS functions which collectively constitute a contractor provided service for electronic access to and delivery of contractually required digital data. It also defines support and ancillary functions necessary to efficiently utilize a CITIS. It does not address the implementation of a system that provides a CITIS, nor the use or content of data accessible via a CITIS. Additionally, it does not provide guidance on determining whether a CITIS should be used or not.

**PURPOSE:** The purpose of this document is to provide guidance for when and to what level to require access to data through the CITIS.

**WHAT IS CITIS?** CITIS is a contractor service, which provides, to authorized users, electronic access to and/or delivery of data developed and/or stored by a contractor that the Government has a requirement to view and/or use. For weapons systems, it is the data required by the contract, normally listed on the Contractual Data Requirements List (CDRL). The CITIS, and consequently the contract provisions for CITIS, does not include the databases to which access is granted, the database process, or the format of the data to be accessed through CITIS.

However, format of the data, for delivery, must be specified when delivery of the data to the Government is required. Five basic elements must be considered when considering a CITIS:

Data Use is required in many ways. Reprocurements, training, maintenance, etc. are just a few of the uses of data. What the data will be used for is a critical decision when considering having a CITIS established. All the uses of the data must be determined and considered in determining whether to establish a CITIS and what the contractual requirements will contain.

Data Rights generally determine what the data can be used for. This is discussed in some detail later in this document.

Data Access can be just that, i.e. "access." Access may mean that you can view the data only (read only authorization). Even printing or copying of the data may not be allowed. The intended use of the data determines the degree of access required.

Data Possession is the physical receipt, safeguarding, storage, and distribution of the data. Possession does not necessarily mean ownership.

Data Ownership is the control or maintenance of the data and any changes to it. Ownership does not necessarily mean possession.

**ENGINEERING AND TECHNICAL (E&T) DATA:** This area encompasses that data, and associated data, necessary to produce, operate, maintain, repair, support, and dispose of a piece of Army materiel. It may be as simple as a performance specification (Performance Based Design Requirements (PBDRs)), or as complex as a full drawing package (Detailed Design Requirements (DDR)) with associated documents. Seldom will a technical data package (TDP) consist solely of PDRs or DDRs. The contents of the TDP will depend upon the Acquisition, Maintenance, Support and Disposal Strategies. PBDRs are the desired approach and work well for systems, sub-systems and components where maintenance and support are repair by replacement. When actual repair of an item is required, the DDRs may be required. Additionally, frequently when PBDRs are used, detailed interface requirements must be included as part of the TDP. These may appear as DDRs as they must specify the exact interface requirements.

**CONFIGURATION MANAGEMENT (CM):** CM is not a major factor in deciding if a CITIS is to be used. CITIS' role in CM is to simply allow access to the required data. The contractual

requirements for data access, use, rights, possession, and ownership must consider the degree of CM that the Government intends to exercise and allow for it.

**LEVELS OF RISK.** Needed data depends on such factors as program complexity, commercial off-the-shelf (COTS)/non-developmental item (NDI) vs. development, technical and financial risk, and the support strategy. For example, if it is known that Contractor Logistics Support (CLS) will be used for the life of the program, dependent upon what is covered by the CLS, the government may never need a TDP unless the CLS is discontinued for some reason. Additionally, the contractor's internal procedures are a factor to be considered. When data is not a contract deliverable, there is the risk that it will not meet Government expectations or the contractor will stop using a document. The level of risk identified in the acquisition strategy and plan affects how much contractual emphasis is placed on acquiring engineering data. In all cases, consideration must be given to the discontinuance of the CITIS and the requirement for the Government to take delivery (possession) and ownership of the data should always be considered for inclusion as a contract requirement or option.

**DATA RIGHTS.** Source data prepared specifically for the contract, and derivative works developed from them would normally be provided with Unlimited Data Rights. (Derivative works are publications such as checklists and workcards developed from one or more basic manuals.) The data and manuals may be copyrighted, or contain proprietary data or procedures. In these cases, data and manuals may be supplied with Limited Rights or Government Purpose Limited Rights (GPLR) only. Commercial manuals are procured with Unlimited Rights, GPLR, or Limited Rights. Data rights are a major concern in specifying a CITIS requirement. The rights and/or ownership required for the Government must be fully detailed and specified in the contractual requirements. There is a more detailed discussion of data rights later, however, security of data and data rights must be a primary concern as improper disclosure or use of contractor data may constitute a criminal offense:

18 U.S.C. 1905 Disclosure of confidential information generally.

"Whoever, being an officer or employee of the United States ... publishes, divulges, discloses, or makes known in any manner or to any extent not authorized by law any information...which information concerns or relates to the trade secrets, processes, operations, style of work, or apparatus, ... of any person, firm, partnership, corporation, or association:... to be seen or examined by

any person except as provided by law, shall be fined under this title, or imprisoned not more than one year, or both; and shall be removed from office or employment."

**ACQUISITION STRATEGIES:** Once a materiel solution is determined as the best means of overcoming a battlefield deficiency, a decision as to whether the materiel solution will take the form of a commercial acquisition, a non-developmental item (NDI) acquisition, a modification to an existing system, or a new development program must be made. Each of these acquisition strategies requires a different decision matrix on whether or not to make CITIS a contractual requirement and what the CITIS contractual requirements will contain.

**MAINTENANCE/SUPPORT STRATEGIES:** The maintenance/support strategies will play a major role in determining the data access, use, rights, possession, and ownership required for a CITIS. Life cycle CLS will have a significant impact upon the contractual requirements of a CITIS, as will competitive procurements and in-house Government maintenance and support. Each will require that data access, use, rights, possession, and ownership be addressed differently and as the concept moves in varying degrees from CLS to in-house so will the Government approach to access, use, rights, possession, and ownership.

**REPROCUREMENTS:** When additional similar items are to be acquired in the future after completion of the initial production or when multiple procurement sources are planned, this must be considered when establishing the contractual requirements for CITIS. If the future procurement or the multiple source procurements are to be competitive Government unlimited rights, possibly ownership, of data is required and how this data is to be provided to the Government needs to be negotiated. It may well be that a CITIS will serve the Government's requirements with the contractor providing a repository even in a competitive environment.

**COMPETITIVE SPARES/REPAIR/REPLENISHMENT:** Government unlimited rights of data is necessary anytime competitive procurement strategies are being planned. A major consideration is when the competition is planned. If a concurrent competitive procurement is planned, Government ownership of data and delivery requirements should be negotiated. If single follow-on competition is planned, ownership may not be required, dependent upon contractual agreements with the owner of the data. It may be that a CITIS can be used as the repository for the data for some period of time, but eventual data delivery requirements should be a contract option.

**MAINTENANCE:** If maintenance is to be performed by someone other than the Original Equipment Manufacturer (OEM), Government ownership of data and delivery requirements should be considered. Again, a CITIS may be used as the repository for the data for some period of time, but eventual data delivery requirements should be a contract option.

**DISPOSAL:** Where special considerations, requiring contractor data, must be addressed during disposal, Government ownership of data and delivery requirements should be negotiated.

**IMPOSING CITIS:** Table 1 provides general guidance for considering a CITIS.

Commercial-Of-The-Shelf (COTS)	Do Not Impose
Non-developmental Items (NDI)	Consider
Modification to Existing Systems	Consider
New Developmental Items	Impose
Major Re-buy	Consider

When considering imposing CITIS several options must be considered. Table 2 provides some data requirement options.

<b>TABLE 2 GOVERNMENT DATA REQUIREMENTS</b>					
	<b>CONSIDER</b>	<b>GUIDANCE</b>			<b>DATA RIGHTS</b>
<b>Reprocurements</b>	Competitive	See Note #1			Unlimited
	Non-Competitive	See Note #2			Can Be Limited
<b>Competitive Spares/Repair/ Replenishment</b>	Gov't Ownership of Data Required	Is data to be transferred to the Gov't at this time?	Yes	See Note #3	Unlimited
			No	See Note #2	
	Gov't Ownership of Data Not Required	See Note #2			Can Be Limited
<b>Maintenance</b>	Original Equipment Manufacturer (OEM)	See Note #2			Can Be Limited
	2 <sup>nd</sup> Party Provides Logistics Support	See Note #1			Unlimited
	Gov't Provides Logistics Support				
<b>Training</b>	Provided By OEM	See Note #2			Can Be Limited
	Provided By 2 <sup>nd</sup> Party	See Note #1			Unlimited
	Provided By The Gov't				
<b>Disposal</b>	Hazardous Materials	See Note #1			Can Be Limited
	Special Disposal Requirements				
	Precious Metals				
	Other				

<sup>1</sup> Gov't ownership of data required - Include delivery requirements.

<sup>2</sup> Include contract option for Gov't ownership of data and future delivery.

<sup>3</sup> Include delivery requirements.

## **ENGINEERING DATA RIGHTS**

**DATA MANAGER** - is used as a generic term meaning the individual responsible for making decisions regarding acquisition, management, storage, maintenance, and disposition of E&T Data for any given activity.

**DATA MANAGER RESPONSIBILITIES:** The single most important responsibility will be the determination of what type, amount, location and ownership of data is required. A very important responsibility of the data manager is to ensure that claims of data, subject to limited rights, are challenged when appropriate. Security of data must be of paramount consideration, Public Law 18-1905 places severe ("fined under this title, imprisoned not more than one year, or both; and shall be removed from office or employment") "personal penalties" on unauthorized disclosure of Limited Rights and Proprietary Data.

**Competitive Acquisitions.** In order for E&T data to be used for competitive acquisitions, the government must obtain unlimited rights to that data. If it is not possible to acquire unlimited rights to E&T data, GPLR must be negotiated to minimize restrictions on the government in the use of the delivered E&T data.

**Delivered Data.** The Government has physical possession of the data. Possession does not necessarily mean ownership or connotation of rights. Ownership and rights does not necessarily mean possession.

**CITIS Data.** The contractor has physical possession of the data and is providing some form of access and/or use of that data to the Government. Possession does not necessarily mean ownership or connotation of rights. Ownership and rights does not necessarily mean possession.

**RIGHTS IN TECHNICAL DATA:** The term "data rights" refers to contractual requirements regarding the rights to use the data developed and/or delivered under a government contract. Data rights involve issues such as proprietary and restricted data, copyrights and patents, and releasing, duplicating, or disclosing data. Special laws apply to DoD in this area, and, rather than in the Federal Acquisition Regulation (FAR), most significant policies are in the DoD Federal Acquisition Regulation Supplement (DFARS). DFARS Subpart 227.4 sets forth the policies, procedures, and implementing instructions related to requirements for

the acquisition of technical data and computer software. Note: the contracting officer is the official primarily responsible for contract terms and conditions and the data manager should coordinate DFARS clauses with contracting as soon as possible.

**UNLIMITED, LIMITED, AND GOVERNMENT PURPOSE LIMITED RIGHTS (GPLR):** Policies regarding data rights are founded on three basic types of rights: unlimited, limited, and GPLR. The rights status of all acquired engineering data must be clearly identified to insure appropriate safeguard and proper use of that data. These definitions are paraphrased from DFARS 227.401. Public Law 18-1905 places severe ("fined under this title, imprisoned not more than one year, or both; and shall be removed from office or employment") "personal penalties" on unauthorized disclosure of Limited Rights and Proprietary Data.

**Unlimited Rights** impose no restrictions on the Government; when the Government holds unlimited rights, it may use and disclose the data without any limitations other than appropriateness of use and disclosure.

**Limited Rights** restrict the Government's ability to release or disclose the information outside or within the Government depending on the limitation designation applied.

**GPLR** permits the Government to release, reproduce, or disclose the data, and to allow others to do so, but only for Government purposes. GPLR status is determined and negotiated prior to delivery of the data and has a time limitation which will vary from one program to another.

**TECHNICAL DATA CLAUSES:** The data manager needs to be familiar with and understand the purpose of technical data clauses in Part II, Section II of solicitations and contracts. Table 1-1 below identifies these technical clauses. The data manager should coordinate with the contracting officer to ensure that these clauses are included in solicitations and contracts, as applicable. It is possible to incorporate more than one clause in a particular solicitation. The DFARS text contains exceptions, and some clauses can be modified by negotiation.

**CONTRACTOR LIMITATIONS - DATA CHALLENGES:** The DFARS gives the contractor the right to identify the data it considers to be provided with limited rights, and puts

the burden of challenge on the Government (DFARS 227.403-73). Although the time available to make a challenge is long (three years; unrestricted in some cases), the procedure to validate and challenge markings can be lengthy. If the material might be used on later contracts, the data manager should review the contractor's claims as soon as possible, so any challenges can be made in minimum time. This will reduce the risk of lengthy challenges affecting the source selection schedule of the follow-on contracts.

**DATA OWNERS:** In general, data rights are determined based who paid for developing the data. If the data was developed with Government funding, then the Government usually has unlimited rights. If the data was developed with private-sector funding, then the data will be designated as limited rights although GPLR may be obtained through negotiation. Challenges of limited rights claims on data known to be developed through private-sector funding should not be pursued since such challenges have no validity and will be denied. If the data were developed with mixed funding (both Government and private-sector), then it may be designated as limited. However, the GPLR designation was developed to address data produced through mixed funding to enable greater latitude in the Government's use of that data.

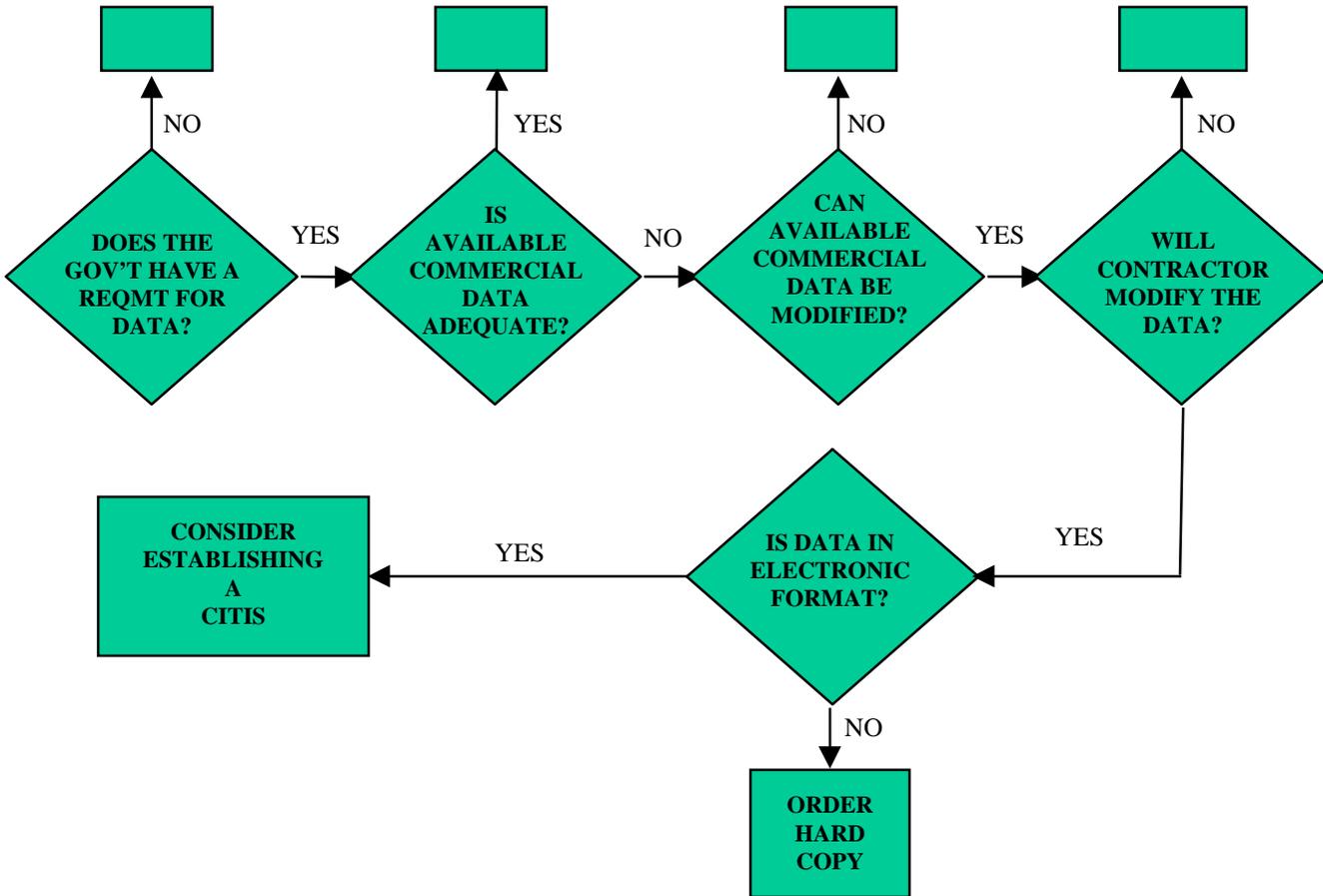
**Contractor Ownership.** The contractor controls the data and any changes to it. The Government may have varying degrees of data rights for that data. Ownership does not necessarily mean possession and possession does not necessarily mean ownership.

**Government Ownership.** The Government controls the data and any changes to it. The Government has unlimited rights for that data. Ownership does not necessarily mean possession and possession does not necessarily mean ownership.

**COMMERCIAL ACQUISITION:** Commercial Item (CI) is any item available in or evolving from the commercial marketplace that will be available in time to satisfy the user requirement. They are any combination of items customarily combined and sold to the general public. Services (installation, maintenance, training, and other) for these items may be procured for federal government use. These services are offered and sold competitively, in substantial quantities, and are available in the commercial marketplace. Except for cases where the commercial producer will economically allow Government access to the data, CITIS

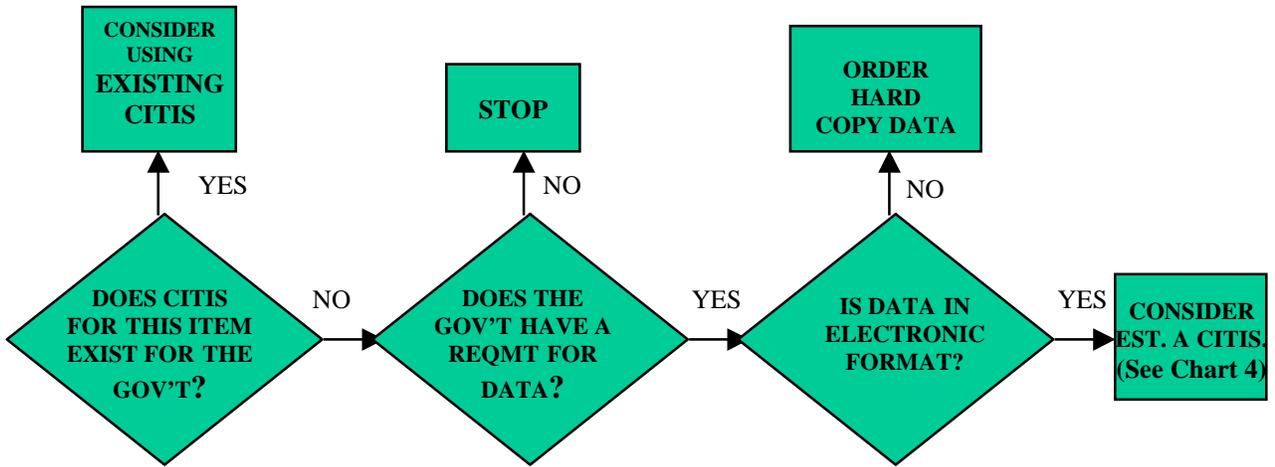
should not be imposed. Flow chart 1 can be used to consider whether or not to impose a CITIS.

CHART 1



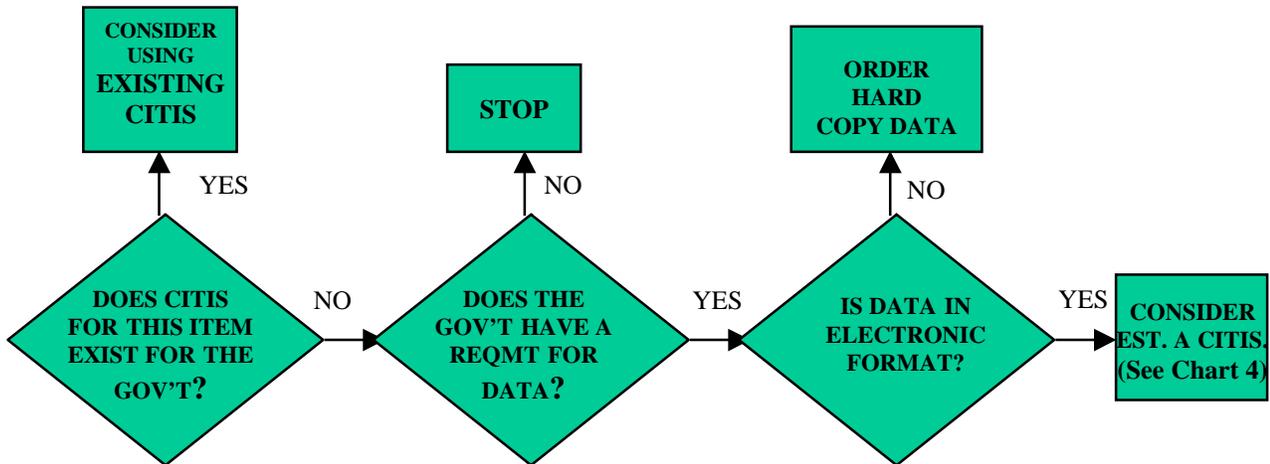
**NONDEVELOPMENTAL ITEM (NDI) ACQUISITION:** A Nondevelopmental Item (NDI) is one that was previously developed and used exclusively for governmental purposes by a Federal Agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement. NDI can require minor modification in order to meet the requirements of the agency. Items that are developed and will soon be used by the Federal, a State or local government, or a foreign government are also considered NDI. Flow chart 2 can be used to consider whether or not to impose a CITIS.

CHART 2



**MODIFICATION TO EXISTING SYSTEM:** An acquisition strategy whereby an existing system, subsystem or equipment is selected to be extended in its application to a new host platform. . Flow chart 3 can be used to consider whether or not to impose a CITIS.

CHART 3



**NEW DEVELOPMENT PROGRAM:** An acquisition strategy where a commercial acquisition, a NDI acquisition and a modification to an existing system strategies can not satisfy mission requirement. All new developmental program should require CITIS. Flow chart 4 can be used to consider whether or not to impose a CITIS.

CHART 4

