

# CROSSTALK



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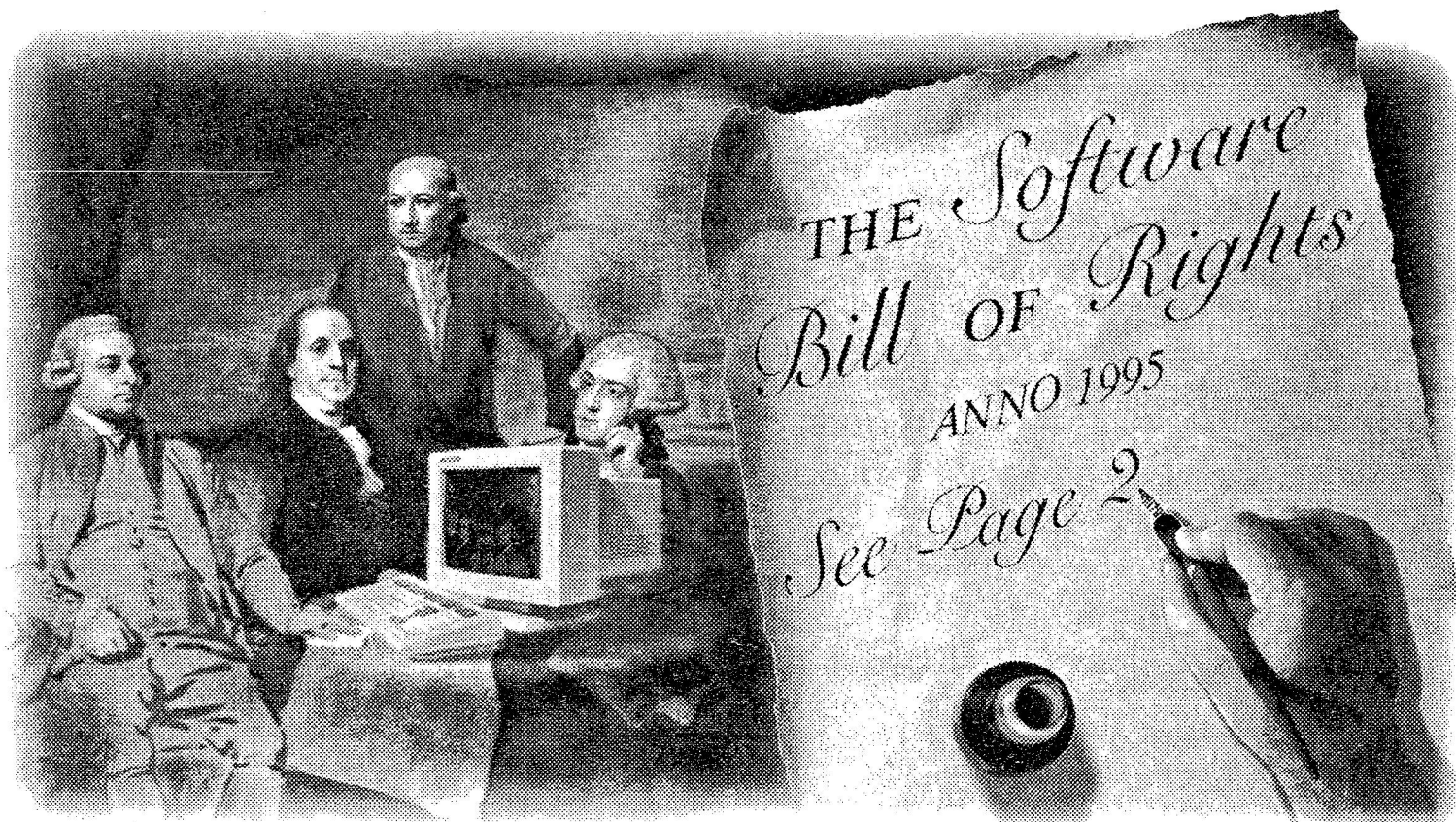
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# THE NEW DoD CLAUSES ON RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

JEROME S. GABIG JR., VENABLE, BAETJER, HOWARD, AND CIVILETTI

## INTRODUCTION

Notwithstanding its shrinking budget, the Department of Defense (DoD) has increased its spending for software development from \$30 billion in fiscal 1990 to \$42 billion in fiscal 1995 [1]. The enormous quantities of software developed under these large expenditures has created substantial interest in the intellectual property rights to the software. The allocation of intellectual property rights for software developed under DoD contracts is primarily accomplished through regulations, although there is some flexibility for the parties to negotiate. On June 28, 1995, DoD finally issued its new regulations on rights in technical data and computer software after a prolonged and controversial rule-making process. As a whole, the new regulations are beneficial to offerors, but there are also some changes that benefit DoD. This article identifies the more noteworthy changes. In light of the complexities of these new regulations, a helpful flowchart is located in the center of this issue of *CROSS TALK*. The flowchart will assist in ascertaining the allocation of rights to a specific deliverable.

## BACKGROUND

For over a decade, DoD's policy on rights in technical data and computer software has been mired in controversy. In response to complaints that DoD was overbearing in its demands for rights in technical data, Congress directed DoD in 1986 and 1987 to modify its policy [2]. When industry continued to complain, Congress enacted Section 807 to the National Defense Authorization Act for fiscal 1991. Section 807 required DoD to convene a panel of experts to recommend changes to DoD's regulations on rights to technical data and computer software. Accordingly, the Office of the Secretary of Defense invited experts from government, industry, and academia to form a committee. The panel was known as the Section 807 Committee.

The members of the Section 807 Committee had divergent views in certain areas that proved to be irreconcilable. For example, DoD fervently believed that it should have unlimited rights whenever technical data or computer software was developed in the performance of a government contract. Conversely, the Office of Federal Procurement Policy and the Department of Commerce advocated that government contractors should be able to keep all commercial rights to technical data and computer software developed with federal funds [3]. Furthermore, while most vendors preferred to minimize the amount of rights obtained by the government, companies that manufactured parts and components

for major systems argued that the government should obtain sufficient rights in technical data packages for major systems to enable third parties to replicate the parts and components.

After extensive discussions, the Section 807 Committee could not reach a unanimous position. Consequently, the panel's report included both a majority and a minority position. DoD adopted the majority position rather than the minority position. The latter reflected the views of the replicators. On June 20, 1994, DoD published in the Federal Register its proposed regulations [4].



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During the period for public comment, the Small Business Administration's Office of Advocacy agreed with the minority position and vociferously objected to the proposed regulations [5]. Additionally, the enactment of the Federal Acquisition Streamlining Act (FASA) on Oct. 13, 1994 required minor revisions to the proposed rules. FASA also required DoD to promptly promulgate many other procurement regulations that diverted DoD's resources from expeditiously finalizing its rules on rights in technical data and computer software.

## THE NEW DoD RULES

The new rules are a significant departure from DoD's past practice. For example, DoD has explicitly acknowledged that "[a]ll rights not granted the Government are retained by the contractor." [6] In light of the number of significant changes, DoD rescinded two existing clauses and promulgated three major new clauses.

One fundamental change is the new definition of *computer software*. In the past, DoD refused to accept the software industry's practice of affording comparable rights to object code and source code.<sup>1</sup> Instead, DoD adhered to the functional approach that computer software was something that was executed in a computer, i.e., computer programs or computer databases [7]. Conversely, if the deliverable was not executable in a computer, DoD deemed it to be technical data. From the perspective of industry, DoD's functional approach did not address the underlying concern of protecting against the software being pirated. Consequently, software vendors complained that DoD's artificial definition of computer software discouraged them from doing business with DoD.

Under the new regulations, the term *computer software* is defined to alleviate most of the concerns of software developers. Defense Federal Acquisition Regulation Supplement (DFARS) § 52.227-7013(a)(3) (June 1995) states,

"Computer software means computer programs, source code, source code listings, design details, algorithms,

processes, flowcharts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled."

Unlike the definition of *computer software* used by the civilian agencies, which includes the term *documentation*, DoD's new definition of *computer software* excludes the term *documentation*.<sup>2</sup> Nevertheless, the concerns of the software industry about the risk of piracy are significantly reduced since DoD's definition of *documentation* is confined to "owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items." [8]

The new definition of *computer software* is just one of many reasons why DoD concluded that it would be simpler to rescind rather than modify the two existing clauses on technical data and computer software: DFARS § 252.227-7013, Rights in Technical Data and Computer Software (October 1988) and DFARS § 252.211-7015, Technical Data and Computer Software – Commercial Items (May 1991). Those clauses are replaced with three new clauses. As shown in the Table 1, each of the new clauses addresses distinct subcategories of rights to technical data and computer software.

The three new clauses rely on two axioms that also were fundamental to the two rescinded clauses. The first axiom is that the allocation of rights under the clauses only applies to technical data or computer software that has been delivered to the government. Accordingly, if the contract is structured such that the vendor has no obligation to deliver the technical data or computer software, there probably is no reason for contention about the allocation of rights.<sup>4</sup>

The second axiom is that the allocation of rights to the intellectual property developed in the performance of a contract is primarily determined by ascertaining which party funded the development. Table 2 reveals the relationship between the allocation of rights and the source of the funding.

**OFFERORS BENEFIT FROM FOUR CHANGES**

DoD's final rules on rights in technical data and computer software have four significant changes that benefit offerors. First, as a result of an expanded definition of *commercial computer software*, more software will qualify as commercial computer software. The advantage of falling within the broad definition of *commercial computer software* is that none of the three new clauses are applicable. Instead, both the computer software and the corresponding software documentation are generally acquired under the license agreement customarily used by the vendor.<sup>5</sup>

	Commercial Item	Noncommercial Item
<b>Computer Software and Documentation</b>	No clause. <sup>3</sup> Unless there is a need for greater rights, the government should only obtain "the license customarily provided to the public." [9]	DFARS § 252.227-7014, Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (June 1995)
<b>Technical Data</b>	DFARS § 252.227-7015, Technical Data – Commercial Items (June 1995)	DFARS § 252.227-7013, Rights In Technical Data – Noncommercial Items (June 1995)

TABLE 1: NEW CLAUSES.

Under the rescinded regulations, commercial computer software meant "developed at private expense for the commercial marketplace and is not in the public domain." [10] The new changes greatly expand the previous definition:

"*Commercial computer software* means software developed or regularly used for nongovernmental purposes which

1. Has been sold, leased, or licensed to the public.
2. Has been offered for sale, lease, or license to the public.
3. Has not been offered for sale, lease, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract.
4. Satisfies a criterion expressed in 1, 2, or 3 and would require only minor modification to meet the requirements of this contract." [11]

Hence, based on the broad definition in the new regulation, a vendor could assert that software developed at private expense for a specific military customer, e.g., flight simulator software, is commercial if the vendor has a good faith belief that when the version for DoD is delivered under the contract, a slightly modified version will simultaneously be available for license to the public.<sup>6</sup>

	Noncommercial Technical Data	Noncommercial Computer Software & Documentation	Technical Data – Commercial Items	Commercial Computer Software
<b>Developed Exclusively at Private Expense</b>	Limited Rights	Restricted Rights (software) & Unlimited Rights (documentation)	Limited Rights	Customary License
<b>Developed Exclusively at Government Expense</b>	Unlimited Rights	Unlimited Rights	N/A	N/A
<b>Mixed Funding</b>	Government Purpose Rights	Government Purpose Rights	N/A	N/A

TABLE 2: ALLOCATION OF RIGHTS AND THE SOURCE OF THE FUNDING.

Furthermore, if the software falls within the definition of *commercial computer software* or *commercial computer software documentation*, the vendor does not have to comply with DFARS § 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (June 1995).<sup>7</sup> This clause requires the offeror to identify each deliverable that will be furnished with less than unlimited rights. Specifically, for each deliverable that will be furnished with less than unlimited rights, the offeror must set forth the basis for the assertion, identify the proposed category of rights for the deliverable, and name the person responsible for asserting the restriction.

FASA established another benefit for a vendor who claims that a deliverable is commercial. After the contract is awarded, FASA requires the contracting officer to presume that the deliverable is commercial unless the government can demonstrate that the item was not developed exclusively at private expense [12]. The following example illustrates this presumption: A vendor uses independent research and development (IR&D) money to develop war-gaming software to entice a specific military department into awarding a contract. In negotiating the contract for war-gaming software, the vendor asserts that the software is commercial. Since software developed using IR&D money is regarded as developed exclusively at private expense, the presumption established by FASA precludes the contracting officer from any further inquiry as to whether the software meets the full definition of *commercial computer software*.

It is not clear from the definition of *commercial computer software* whether the software must be developed exclusively at private expense. Arguably, the phrase "developed or regularly used for nongovernment purposes" suggests that software that is developed exclusively with government funds could still be commercial if the software is regularly used for nongovernment purposes. Moreover, a stronger argument could be made that software developed with mixed funding can fall within the definition of *commercial computer software*. Despite this ambiguity, the history of the new regulations reveals that only software developed exclusively at private expense qualifies as *commercial computer software* [13]. If a court or board were required to interpret the ambiguity, the regulatory history would probably control.<sup>8</sup>

A second beneficial change for offerors is that DoD has discontinued the test of "required in the performance of a government contract or subcontract" as a criterion to ascertain if an item, component, or process was developed exclusively with government funds [14]. Misgivings of "cherry picking" by vendors originally caused DoD to resist relinquishing the "required in the performance" test. "Cherry picking" consists of a vendor selectively funding those portions of the work that have potential business advantage. In particular, there was a concern that once a contract was awarded, a contractor could "cherry pick" crucial items, components, or software modules by charging manufacturing and production engineering costs to an indirect account. DoD was eventually persuaded that a vendor's manufacturing and production engineering costs could not be allocated to an indirect cost account where the cost is identified with a particular final cost objective [15]. Consequently, DoD yielded on the "required in the performance" test in light of

accounting rules being perceived to provide adequate safeguards against "cherry picking."

A third beneficial change for offerors is that the "determination of the source of funds used to develop computer software should be made at the lowest practicable segregable portion of the software or documentation, e.g., a software subroutine that performs a specific function." [16] This change requires the procuring activity to recognize that components to a specific computer software configuration item can be developed at private expense. The change is especially advantageous for protecting the competitive advantage of offerors who propose extensive quantities of reuse software.

A fourth beneficial change for offerors is a new category of rights known as Government Purpose Rights (GPRs). GPRs are more favorable than the predecessor category known as Government Purpose License Rights (GPLRs). GPLRs only applied to technical data, whereas GPRs apply to both technical data and computer software. Previously, offerors had to explicitly negotiate GPLRs that had to be "no less than one year nor more than five years after the estimated date of first production delivery." [17] Under the new rules, however, an offeror need only identify in its proposal which deliverables are eligible for GPRs. Another benefit is that the duration of GPRs is automatically "in effect for a period of five years unless a different period has been negotiated." [18]

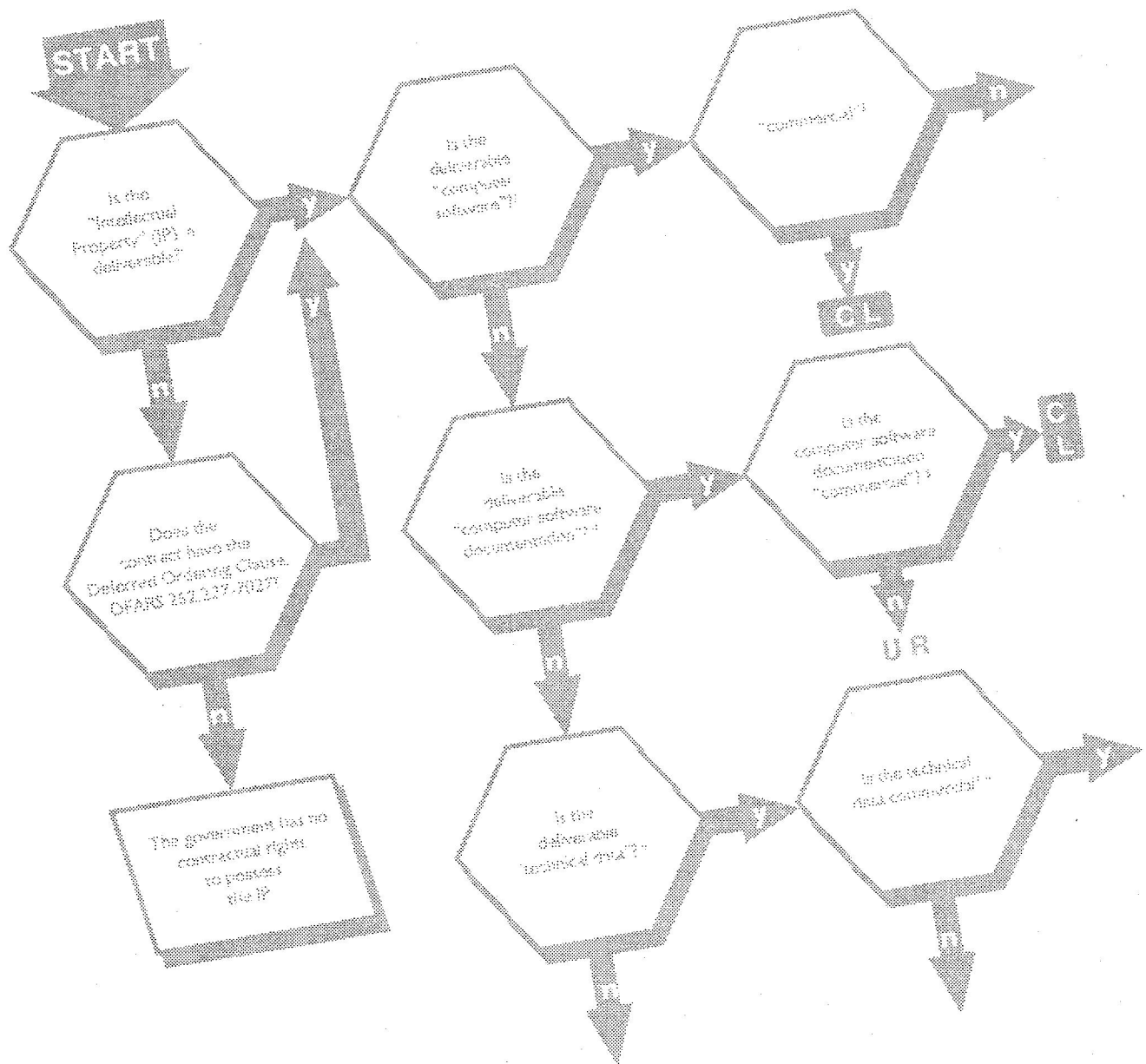
#### CHANGES THAT INVOLVE RISKS TO OFFERORS

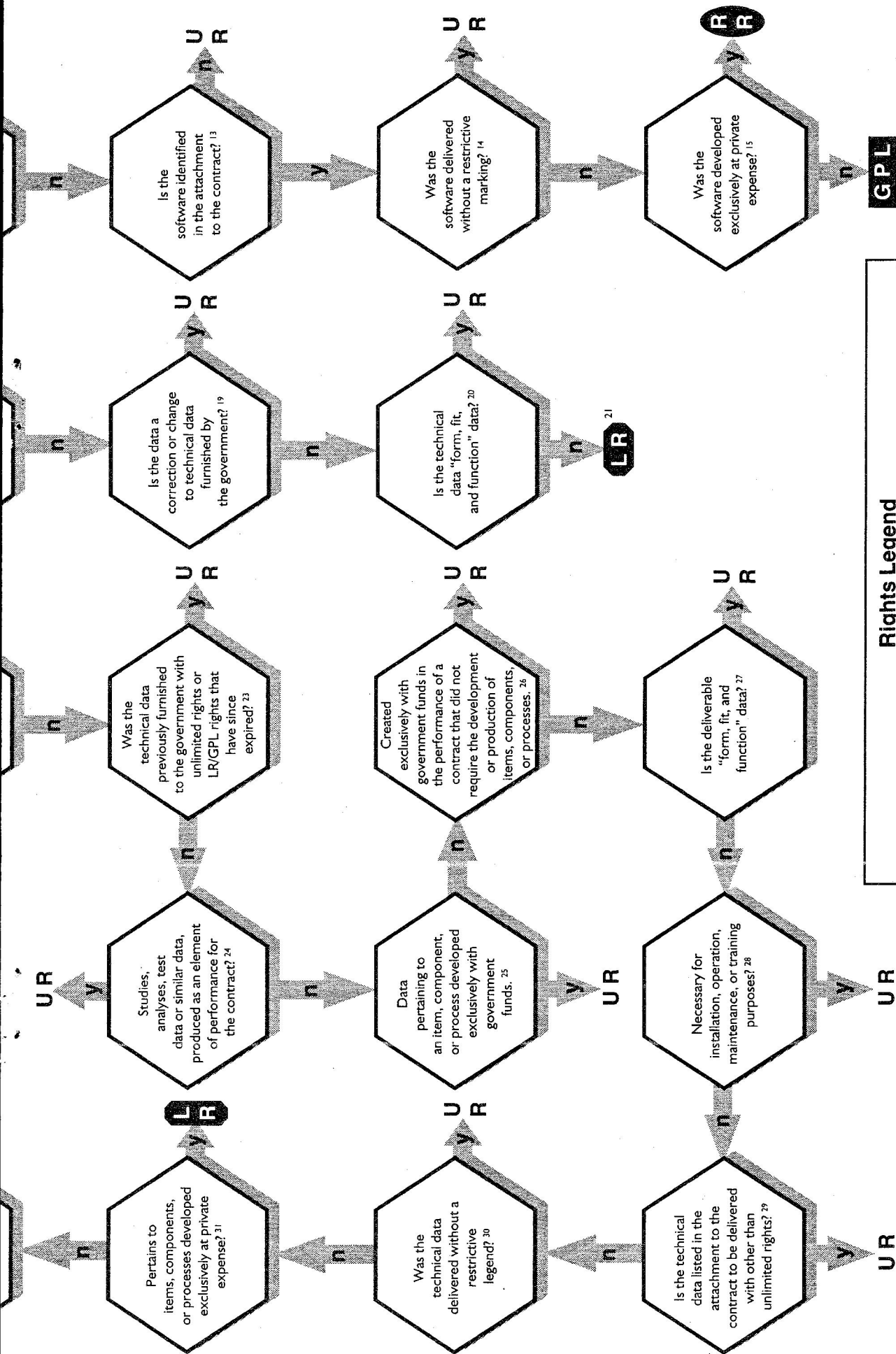
Of the three significant changes that are favorable to DoD, two involve notable risks to offerors. One of the significant changes is a new clause, DFARS § 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government (June 1995), which must be included in any solicitation that requires delivery of technical data or computer software [19]. According to this new clause, if any deliverable is intended to be furnished under the contract with other than unlimited rights but the same or a substantially similar deliverable has been previously furnished to the government with greater rights, the offeror must set forth an explanation. The purpose of the new clause is to alert the government that it may be unnecessarily paying twice for rights in the same technical data or computer software. Nevertheless, this change is likely to create an administrative burden on the offerors. More important, a failure to disclose information pursuant to this new clause is a notable risk to offerors since it could result in a reduction to the contract price under the Truth In Negotiations Act [20].

Another beneficial change for the government is a new requirement that offerors must submit with their proposals a list of all technical data or computer software that will be furnished to the government with other than unlimited rights. This requirement appears in DFARS § 252.227-7017, DFARS § 252.7013(e), and DFARS § 252.227-7014(e). The source selection authority may use the information on the list to evaluate the impact that might be caused by the restrictions on the government's ability to use or disclose the technical data or computer software [21]. If the proposal is selected for award, the list becomes an attachment to the contract. New entries can only be added to the attached list after contract award if the proposed addition is "based on new information or inadvertent omissions unless the

*SPECIAL CROSSTALK FEATURE*

# A DECISION CHART TO THE JUNE 1995 DoD CLAUSES ON RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE





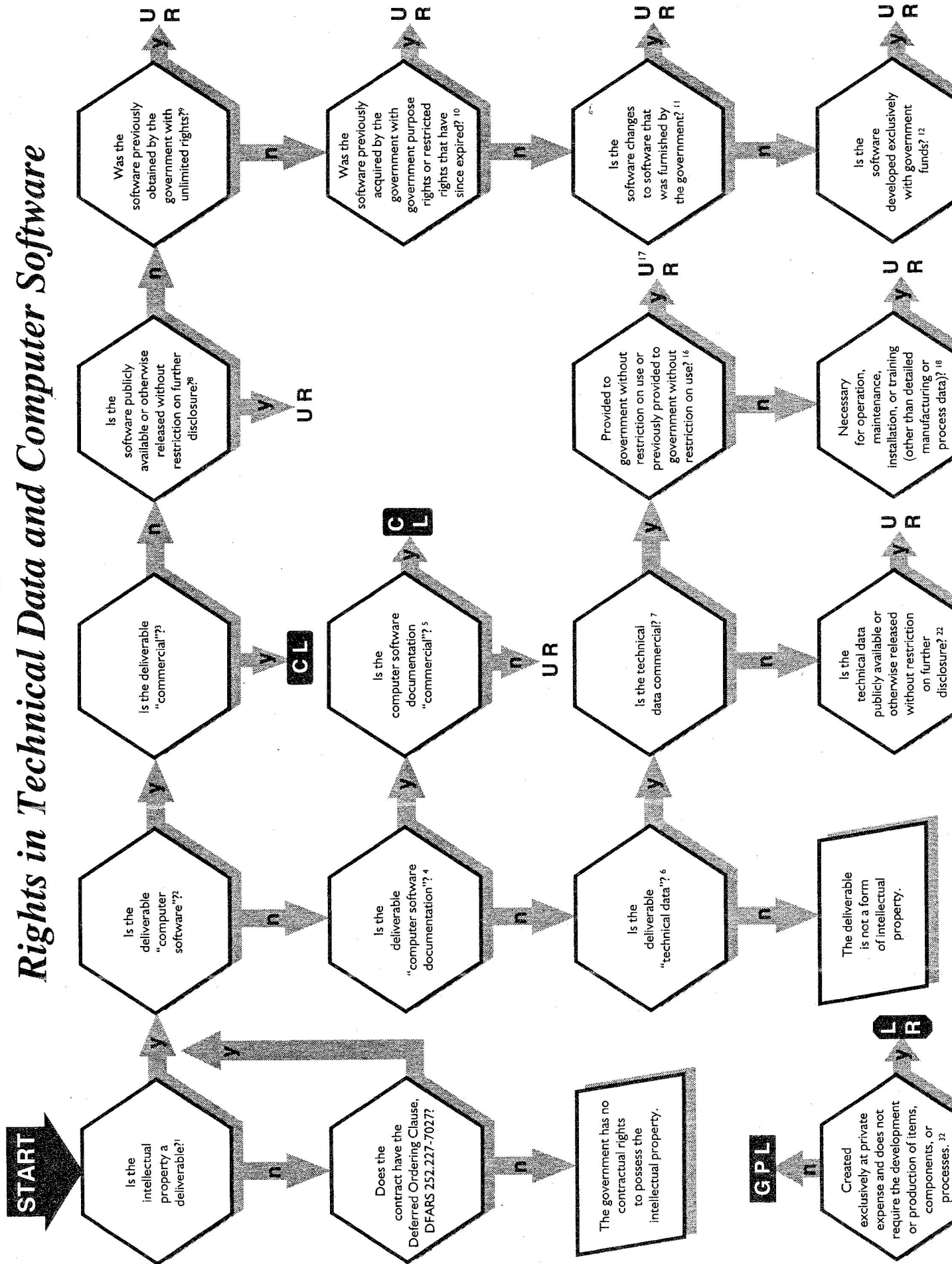
**Rights Legend**

UR = Unlimited Rights\*  
 GPL = Government Purposes License\*  
 RR = Restricted Rights  
 LR = Limited Rights  
 CL = Customary License\*\*

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\* Under DFARS §27.7103-5, the government may negotiate for lesser rights; it cannot take less than the threshold for L R.  
 \*\* Government only acquires rights in contractor's customary license agreement as well as any specific rights negotiated with the contractor (see DFARS §27.7202-1).

# A Decision Chart to the June 1995 DoD Clauses on Rights in Technical Data and Computer Software



# CHART NOTES

1. Simply put, if the government does not have a right to possess the intellectual property, the question of allocation of rights is of no consequence.
2. See the definition of *computer software* in DFARS § 252.227-7013(a)(3).
3. See the definition of *commercial computer software* in DFARS § 252.227-7014(a)(1) and the discussion of commercial computer software in the text of the accompanying article.
4. See the definition of *commercial computer software documentation* in DFARS § 252.227-7013(a)(5).
5. See the definition of *commercial computer software* in DFARS § 252.227-7014(a)(1).
6. See the definition of *technical data* in DFARS § 252.227-7015(a)(7).
7. See the definition of *commercial items* in DFARS § 252.227-7015(a)(1).
8. DFARS § 252.227-7014(b)(1)(iv).
9. DFARS § 252.227-7014(b)(1)(v).
10. DFARS § 252.227-7014(b)(1)(vi).
11. DFARS § 252.227-7014(b)(1)(iii).
12. DFARS § 252.227-7014(b)(1)(i). For the definition of developed exclusively with government funds, see DFARS § 252.227-7014(a)(8).
13. DFARS § 252.227-7014(e).
14. DFARS § 227-7203-10(c). However, the contractor may request permission to add the appropriate legend within six months of delivery. Id.
15. Under DFARS § 252.227-7014(b)(3), the government is only entitled to restricted rights in noncommercial software developed at private expense. For the definition of *developed exclusively at private expense*, see DFARS § 252.227-7014(a)(7). Under DFARS § 252.227-7014(b)(2), the government is entitled to GPL rights where the software is developed with mixed funding. For the definition of *developed with mixed funding*, see DFARS § 252.227-7014(a)(9).
16. Under DFARS § 252.227-7015(b)(1)(i).
17. The term *unrestricted right* in DFARS § 252.227-7015(b)(1) is synonymous with *unlimited rights*.
18. DFARS § 252.227-7015(b)(1)(iv).
19. DFARS § 252.227-7015(b)(1)(iii).
20. DFARS § 252.227-7015(b)(1)(ii).
21. The rights described in DFARS § 252.227-7015(b)(2) are essentially the same as the limited rights defined in DFARS § 252.227-7013(a)(13). The government may also negotiate additional rights under DFARS § 252.227-7015(c).
22. DFARS § 252.227-7013(b)(1)(vii).
23. DFARS § 252.227-7013(b)(1)(viii) and (ix).
24. DFARS § 252.227-7013(b)(1)(ii).
25. DFARS § 252.227-7013(b)(1)(i). For the definition of *developed exclusively with government funds*, see DFARS § 252.227-7013(a)(8).
26. DFARS § 252.227-7013(b)(1)(iii).
27. DFARS § 252.227-7013(b)(1)(iv). For the definition of *form, fit, and function data* see DFARS § 252.227-7013(a)(10).
28. DFARS § 252.227-7013(b)(1)(v).
29. DFARS § 252.227-7013(e)(2).
30. DFARS § 227.7103-10(c). However, the contractor may request permission to add the appropriate legend within six months of delivery. Id.
31. DFARS § 252.227-7013(b)(3)(i)(A). For the definition of *developed exclusively at private expense*, see DFARS § 252.227-7013(a)(7).
32. DFARS § 252.227-7013(b)(3)(i)(B). For the definition of *developed exclusively at private expense*, see DFARS § 252.227-7013(a)(7). Since it was neither developed exclusively at private expense nor exclusively with government funds, it was developed with mixed funding. For the definition of *developed with mixed funding*, see DFARS § 252.227-7013(a)(9). Under DFARS § 252.227-7013(b)(2), technical data developed with mixed funds are acquired with GPL rights unless the parties have specifically negotiated a license under DFARS § 227.7103-5(d).

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## ACRONYMS AND SUCH

ACM	Association for Computing Machinery.	IIAC	IMA Integration and Analysis Center.
ADL	Architecture description language.	IMA	Information Mission Area.
AFB	Air Force Base.	ISO	International Organization for Standardization.
AFC4A	Air Force Command, Control, Communications, and Computers Agency.	JLC	Joint Logistics Commanders.
AFMC	Air Force Materiel Command.	KPA	Key process area.
AI	Artificial intelligence.	KSLOC	Thousand source lines of code.
AIS	Automated information systems.	NASA	National Aeronautics and Space Administration.
API	Application programming interface.	NII	National information infrastructure.
ARC	Army Reuse Center.	NORAD	North American Aerospace Defense Command.
ARPA	Advanced Research Projects Agency.	NSSF	NORAD System Support Facility.
ASSET	Asset Source for Software Engineering Technology.	OC-ALC	Oklahoma City Air Logistics Center.
ATE	Automatic test equipment.	ODISC4	Office of the Director of Information Systems for Command, Control, Communications, and Computers.
ATS	Automatic test system.	OPF	Operational flight program.
BPR	Business process reengineering.	OO	Object-oriented.
C4I	Command, control, communications, computers, and intelligence.	OOA	Object-oriented application.
CARDS	Comprehensive Approach to Reusable Defense Software.	OO-ALC	Ogden Air Logistics Center.
CBA-IPI	CMM-Based Appraisal for Internal Process Improvement.	OOD	Object-oriented development.
CDA	Central design activity.	OOP	Object-oriented programming.
CIM	Center for Information Management.	PC	Personal computer.
CMM	Capability maturity model.	PDSS	Post-deployment software support.
CMU	Carnegie Mellon University.	POSIX	Portable Operating System Interface.
COCOMO	Constructive Cost Mode.	R&M	Reliability and maintainability.
COTS	Commercial-off-the-shelf.	RFP	Request for proposal.
CSCI	Computer software configuration item.	ROI	Return on investment.
DAC	Designated acquisition commander.	SBIS	Sustaining Base Information Services.
DCMC	Defense Contracts Management Command.	SA-ALC	San Antonio Air Logistics Center.
DID	Data item description.	SCE	Software Capability Evaluation.
DISA	Defense Information Systems Agency.	SCM	Software configuration management.
DoD	Department of Defense.	SDA	Software design activity.
DSRS	Defense Software Repository System.	SDP	Software development plan.
DSSA	Domain-specific software architecture.	SEE	Software engineering environment.
DT&E	Developmental test and evaluation.	SEI	Software Engineering Institute.
EDI	Electronic data interchange.	SEPG	Software engineering process group.
EISE	Extendable Integration Support Environment.	SLOC	Source lines of code.
ESIP	Embedded Computer Resources Support Improvement Program.	SM-ALC	Sacramento Air Logistics Center.
ESP	Evolutionary Spiral Process.	SPA	Software Process Assessment.
FCW	<i>Federal Computer Week.</i>	SPC	Software Productivity Consortium.
FIPS	Federal Information Processing Standard.	SPI	Software process improvement.
FRR	Federal Reuse Repository.	SPO	System program office.
FTP	File Transfer Protocol.	SQA	Software quality assurance.
GCCS	Global Command and Control System.	SQL	Structured Query Language.
GCN	<i>Government Computer News.</i>	SSA	Software support activity.
GII	Global information infrastructure.	STARS	Software Technology for Adaptable, Reliable Systems.
GOTS	Government-off-the-shelf.	STC	Software Technology Conference.
HTML	HyperText Markup Language.	STSC	Software Technology Support Center.
HTTP	HyperText Transfer Protocol.	TCP/IP	Transmission Control Protocol/Internet Protocol.
I-CASE	Integrated Computer-Aided Software Engineering.	TPS	Test program set.
IDEF	Integrated Definition.	URL	Uniform Resource Locator.
IEEE	Institute of Electrical and Electronics Engineers.	WBS	Work breakdown structure.
		WR-ALC	Warner-Robins Air Logistics Center.
		WWW	World-Wide Web.

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