

Mr. HOLIFIELD. But you did not originate those drawings either, did you?

Mr. STEIN. I do not believe so. I think someone else would have to answer that.

Mr. ROBACK. The company makes the drawings; but the question is, Does the company own them? They have them. Whether they are owned or not seems to be unclear, and we are not making in this hearing, and nothing that we have said in those 2 days of hearings is to be construed by anybody as prescriptive of the issue of ownership.

Mr. BOTHWELL. We have not had an R. & D. contract with Chromcraft-Alsco for the development of any of these launchers.

Mr. ROBACK. Theoretically they do not own any of the drawings, but they happen to have possession of them?

Mr. BOTHWELL. They own them. We do not have any proprietary rights.

Mr. ROBACK. You bought the product, and therefore they do not own anything. You bought it.

Mr. LUMAN. You bought the drawings. Here is a case where you bought the drawings for 3A/A and 32A/A. Now, in the case of the Navy, apparently Chromcraft took this model that you had the drawings for made some changes to it ahead of the Navy requirements, came up with a new launcher which they then have proprietary. Now either the Army made some changes to these launchers or had Chromcraft make them, but the Government's original drawings that were paid for were adapted apparently by the contractor to create this situation of having to go to him sole source; is that correct?

Mr. BOTHWELL. Yes, I think that is correct.

We do not have any proprietary rights. We do not have any ownership rights in those changes of those drawings.

Mr. LUMAN. But you had the original drawings?

Mr. BOTHWELL. We had the original.

Mr. ROBACK. Why do you not have ownership rights by virtue of the fact that you are procuring the item?

Mr. BOTHWELL. No, sir; I do not think so.

Mr. ROBACK. No.

Mr. Stein?

Mr. STEIN. That would depend upon the provisions of the contract. It would not automatically follow.

NEGOTIATIONS FOR DATA

Mr. ROBACK. And if you had written your contracts since this particular producer got contracts by the score, and in sums by the tens of millions aggregating more than \$100 million since 1960 for all the services, if you had taken the care to write into the contract that all drawings and data associated with these production contracts are Navy-owned and are to be delivered, there would not have been any inhibition on doing that if you had taken the care to do it, would there; I mean there is not any reason why it could not have been done?

Mr. STEIN. Presumably you would have to pay more money for that right.

Mr. ROBACK. Presumably, but that might have been a little higher spur to competition.