**Technical Amendment**

**August 2025**

**PART 205—PUBLICIZING CONTRACT ACTIONS**

\* \* \* \* \*

**SUBPART 205.3—SYNOPSES OF CONTRACT AWARDS**

\* \* \* \* \*

**205.301 General.**

(a)(S-70) *Synopsis of exceptions to domestic source requirements.*

\* \* \* \* \*

(iii) In addition to the information otherwise required in a synopsis of contract award, the synopsis must include one of the following statements as applicable:

(A) \* \* \*

(B) “The exception at DFARS 225.7002-2(n) applies to this acquisition, because the contracting officer has determined that this acquisition of chemical warfare protective clothing furthers an agreement with a qualifying country identified in DFARS 225.003~~(10)~~.”

\* \* \* \* \*

**PART 212—ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**

\* \* \* \* \*

**SUBPART 212.3—SOLICITATION PROVISIONS AND CONTRACT CLAUSES FOR THE ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**

\* \* \* \* \*

**212.301 Solicitation provisions and contract clauses for the acquisition of commercial products and commercial services.**

\* \* \* \* \*

(f) \* \* \*

(xii) *Part 227—Patents, Data, and Copyrights.*

\* \* \* \* \*

(D) Use the clause at 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, as prescribed in 227.7102-4(c), to comply with 10 U.S.C. 3781-3786.

\* \* \* \* \*

**[ (xiii) *Part 229—Taxes*. Use the clause at** [**252.229-7014**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252227.htm#252.227-7014)**, Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements, as prescribed in** [**229.402-70**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/229_4.htm#229.402-70)**, to comply with 26 U.S.C. 5000C.**

**(xiv) *Part 232—Contract Financing.***

**(A) Use the clause at** **[252.232-7003](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252232.htm" \l "252.232-7003), Electronic Submission of Payment Requests and Receiving Reports, as prescribed in** [**232.7004**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/232_70.htm#232.7004)**, to comply with 10 U.S.C. 4601.**

**(B) Use the clause at** [**252.232-7006**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252232.htm#252.232-7006)**, Wide Area WorkFlow Payment Instructions, as prescribed in** [**232.7004**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/232_70.htm#232.7004)**(b).**

**(C) Use the clause at** [**252.232-7009**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252232.htm#252.232-7009)**, Mandatory Payment by Governmentwide Commercial Purchase Card, as prescribed in** [**232.1110**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/232_11.htm#232.1110)**.**

**(D) Use the clause at** [**252.232-7010**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252232.htm#252.232-7010)**, Levies on Contract Payments, as prescribed in** [**232.7102**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/232_71.htm#232.7102)**, to comply with 26 U.S.C. 6331(h).**

**(E) Use the clause at** [**252.232-7011**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252232.htm#252.232-7011)**, Payments in Support of Emergencies and Contingency Operations, as prescribed in** [**232.908**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/232_9.htm#232.908)**.**

**(F) Use the provision at** [**252.232-7014**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252232.htm#252.232-7014)**, Notification of Payment in Local Currency (Afghanistan), as prescribed in** [**232.7202**](https://www.acq.osd.mil/dpap/dars/dfars/html/current/232_72.htm#232.7202)**.]**

\* \* \* \* \*

**PART 225—FOREIGN ACQUISITION**

\* \* \* \* \*

**SUBPART 225.70—AUTHORIZATION ACTS, APPROPRIATIONS ACTS, AND OTHER STATUTORY RESTRICTIONS ON FOREIGN ACQUISITION**

\* \* \* \* \*

**225.7002-2 Exceptions.**

\* \* \* \* \*

(b) Acquisitions of any of the items in 225.7002-1, if the ~~Secretary~~**[secretary]** concerned determines that items grown, reprocessed, reused, or produced in the United States cannot be acquired as and when needed in a satisfactory quality and sufficient quantity at U.S. market prices. (See the requirement in [205.301](https://www.acq.osd.mil/dpap/dars/dfars/html/current/205_3.htm#205.301) for synopsis within 7 days after contract award when using this exception.)

(1) \* \* \*

\* \* \* \* \*

**225.7003-3 Exceptions.**

\* \* \* \* \*

(b) \* \* \*

(5) \* \* \*

(i) The ~~Secretary~~**[secretary]** of the military department concerned is authorized, without power of redelegation, to make a domestic nonavailability determination that applies to only one contract. The supporting documentation for the determination shall include an analysis and written documentation by the requiring activity, with specificity, why alternatives that would not require a domestic nonavailability determination are unacceptable.

\* \* \* \* \*

(c) \* \* \*

(2) The USD(A&S), or the ~~Secretary~~**[secretary]** of the military department concerned, determines that the item is a commercial derivative military article (defense agencies see procedures at PGI 225.7003-3(c)). The contracting officer shall submit the offeror's certification and a request for a determination to the appropriate official, through agency channels, and shall notify the offeror when a decision has been made.

\* \* \* \* \*

**225.7009-4 Waiver.**

The ~~Secretary~~**[secretary]** of the department responsible for acquisition or, for the Defense Logistics Agency, the Component Acquisition Executive, may waive the restriction in 225.7009-2, on a case-by-case basis, by certifying to the House and Senate Committees on Appropriations that—

\* \* \* \* \*

**225.7011-2 Waiver.**

The ~~Secretary~~**[secretary]** of the department responsible for acquisition may waive this restriction, on a case-by-case basis, by certifying to the House and Senate Committees on Appropriations that—

\* \* \* \* \*

**225.7013-2 Restrictions.**

\* \* \* \* \*

(b) \* \* \*

(3) \* \* \*

(iii) Foreign contractors may perform facilities maintenance only as approved by the Secretary of **[the]** Navy.

\* \* \* \* \*

**PART 227—PATENTS, DATA, AND COPYRIGHTS**

**\* \* \* \* \***

**SUBPART 227.71—TECHNICAL DATA AND ASSOCIATED RIGHTS**

\* \* \* \* \*

**227.7102-3 Government right to review, verify, challenge, and validate asserted restrictions.**

Follow the procedures at 227.7103-13 and the clause at 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, regarding the validation of asserted restrictions on technical data related to commercial products or commercial services.

\* \* \* \* \*

**227.7102-4 Contract clauses.**

**\* \* \* \* \***

(c) Use the clause at 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, in solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services that include the clause at 252.227-7015 or the clause at 252.227-7013.

\* \* \* \* \*

**227.7103-4 License rights.**

\* \* \* \* \*

(b) *Source of funds determination.* The determination of the source of development funds for technical data pertaining to items, components, or processes should be made at any practical sub-item or subcomponent level or for any segregable portion of a process. Contractors may assert limited rights in a segregable sub-item, sub-component, or portion of a process which otherwise qualifies for limited rights under the clause at 252.227-7013, Rights in Technical Data—~~Noncommercial Items~~**[Other Than Commercial Products and Commercial Services]**.

**\* \* \* \* \***

**227.7103-6 Contract clauses.**

**\* \* \* \* \***

(e) Use the following clauses in solicitations and contracts that include the clause at 252.227-7013:

(1) 252.227-7016, Rights in Bid or Proposal Information**[.]**~~;~~

(2) 252.227-7030, Technical Data—Withholding of Payment**[.]**~~; and~~

(3) 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data (paragraph (e) of the clause contains information that must be included in a challenge).

**\* \* \* \* \***

**227.7103-11 Contractor procedures and records.**

**\* \* \* \* \***

(b) The clause at 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, requires contractors and their subcontractors at any tier to maintain records sufficient to justify the validity of restrictive markings on technical data delivered or to be delivered under a Government contract.

**\* \* \* \* \***

**227.7103-12 Government right to establish conformity of markings.**

(a) \* \* \*

(2) The correction of nonconforming markings on technical data is not subject to 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data. To the extent practicable, the contracting officer should return technical data bearing nonconforming markings to the person who has placed the nonconforming markings on such data to provide that person an opportunity to correct or strike the nonconforming marking at that person’s expense. If that person fails to correct the nonconformity and return the corrected data within 60 days following the person’s receipt of the data, the contracting officer may correct or strike the nonconformity at that person’s expense. When it is impracticable to return technical data for correction, contracting officers may unilaterally correct any nonconforming markings at Government expense. Prior to correction, the data may be used in accordance with the proper restrictive marking.

\* \* \* \* \*

**227.7103-13 Government right to review, verify, challenge, and validate asserted restrictions.**

**\* \* \* \* \***

(d) *Challenge and validation*. All challenges shall be made in accordance with the provisions of the clause at 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data.

(1) \* \* \*

**\* \* \* \* \***

**227.7103-15 Subcontractor rights in technical data.**

(a) 10 U.S.C. 3771 provides subcontractors at all tiers the same protection for their rights in data as is provided to prime contractors. The clauses at 252.227-7013, Rights in Technical Data—Other Than Commercial Products and Commercial Services, and 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, implement the statutory requirements.

**\* \* \* \* \***

(c) Require prime contractors whose contracts include the following clauses to include those clauses, without modification except for appropriate identification of the parties, in contracts with subcontractors or suppliers, at all tiers, who will be furnishing technical data for other than commercial products or commercial services in response to a Government requirement:

(1) 252.227-7013, Rights in Technical Data—Other Than Commercial Products and Commercial Services**[.]**~~;~~

(2) 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends**[.]**~~;~~

(3) 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government**[.]**~~; and~~

(4) 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data.

**\* \* \* \* \***

**227.7104-4 Solicitation provisions and contract clauses.**

**\* \* \* \* \***

(b) Use the following provision in solicitations and the following clauses in solicitations and contracts that include the clause at 252.227-7018, in accordance with the prescriptions for the provision and clauses:

\* \* \* \* \*

(7) 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data (paragraph (e) of the clause contains information that must be included in a challenge).

**\* \* \* \* \***

**SUBPART 227.72—COMPUTER SOFTWARE, COMPUTER SOFTWARE DOCUMENTATION, AND ASSOCIATED RIGHTS**

**\* \* \* \* \***

**227.7203-6 Solicitation provisions and contract clauses.**

**\* \* \* \* \***

(f) Use the clause at 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, in solicitations and contracts that include the clause at 252.227-7014 when the contractor will be required to deliver other than commercial computer software documentation (technical data). The clause implements statutory requirements under 10 U.S.C. 3781-3786. Paragraph (e) of the clause contains information that must be included in a formal challenge.

**\* \* \* \* \***

**227.7203-12 Government right to establish conformity of markings.**

(a) \* \* \*

(2) The correction of nonconforming markings on computer software is not subject to 252.227-7019, Validation of Asserted Restrictions—Computer Software, and the correction of nonconforming markings on computer software documentation (technical data) is not subject to 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data. To the extent practicable, the contracting officer should return computer software or computer software documentation bearing nonconforming markings to the person who has placed the nonconforming markings on the software or documentation to provide that person an opportunity to correct or strike the nonconforming markings at that person’s expense. If that person fails to correct the nonconformity and return the corrected software or documentation within 60 days following the person’s receipt of the software or documentation, the contracting officer may correct or strike the nonconformity at the person’s expense. When it is impracticable to return computer software or computer software documentation for correction, contracting officers may unilaterally correct any nonconforming markings at Government expense. Prior to correction, the software or documentation may be used in accordance with the proper restrictive marking.

**\* \* \* \* \***

**227.7203-13 Government right to review, verify, challenge, and validate asserted restrictions.**

**\* \* \* \* \***

(d) \* \* \*

(2) *Computer software documentation*. Computer software documentation is technical data. Challenges to asserted restrictions on the Government’s rights to use, modify, reproduce, release, perform, display, or disclose computer software documentation must be made in accordance with the clause at 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, and the guidance at 227.7103-13. The procedures in the clause at 252.227-7037 implement requirements contained in 10 U.S.C. 3781-3786. Resolution of questions regarding the validity of asserted restrictions using the process described at 227.7103-12(b)(2) is strongly encouraged.

**\* \* \* \* \***

**227.7203-15 Subcontractor rights in computer software or computer software documentation.**

**\* \* \* \* \***

(b) The clauses at 252.227-7019, Validation of Asserted Restrictions—Computer Software, and 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, obtain a contractor’s agreement that the Government’s transaction of validation or challenge matters directly with subcontractors at any tier does not establish or imply privity of contract. When a subcontractor or supplier exercises its right to transact validation matters directly with the Government, contracting officers shall deal directly with such persons, as provided at 227.7203-13(c) for computer software and 227.7103-13(c)(3) for computer software documentation (technical data).

\* \* \* \* \*

**PART 242—CONTRACT ADMINISTRATION AND AUDIT SERVICES**

\* \* \* \* \*

**SUBPART 242.70—CONTRACTOR BUSINESS SYTEMS**

\* \* \* \* \*

**242.7001 Contract clause.**

Use the clause at 252.242-7005, Contractor Business Systems, in solicitations and contracts (other than in contracts with educational institutions, Federally Funded Research and Development Centers (FFRDCs), or University ~~Associated~~**[Affiliated]** Research Centers (UARCs) operated by educational institutions) when—

\* \* \* \* \*

**PART 246—QUALITY ASSURANCE**

**\* \* \* \* \***

**SUBPART 246.7—WARRANTIES**

**246.710 Contract clauses.**

\* \* \* \* \*

(3) When the solicitation includes the clause at 252.211-7003, Item Unique Identification and Valuation, which is prescribed in 211.274-~~6~~**[5]**(a), and it is anticipated that the resulting contract will include a warranty for serialized items—

(i) \* \* \*

\* \* \* \* \*

**PART 252—SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

**\* \* \* \* \***

**SUBPART 252.2—TEXT OF PROVISIONS AND CLAUSES**

\* \* \* \* \*

**252.225-7003 Report of [I]~~i~~ntended [P]~~p~~erformance [O]~~o~~utside the United States and Canada—Submission with [O]~~o~~ffer.**

**\* \* \* \* \***

**252.225-7013 Duty-Free Entry.**

\* \* \* \* \*

DUTY-FREE ENTRY (~~NOV 2023~~**[AUG 2025]**)

\* \* \* \* \*

(e) \* \* \*

(2) \* \* \*

(iv)(A) For direct shipments to a U.S. military installation, the notation: “UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify ~~Commander,~~ Defense Contract Management Agency (DCMA) **[St. Louis]**, St. Louis, MO, ATTN: Duty Free Entry Team, 1222 Spruce Street, Room 9.300, St. Louis, MO 63103-2812, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.”

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify ~~Commander,~~ DCMA ~~New York~~**[St. Louis, Duty Free Entry Team]**, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to ~~Commander,~~ DCMA ~~New York~~**[St. Louis, Duty Free Entry Team]**, is required.)

\* \* \* \* \*

(f) \* \* \*

(1)(i) \* \* \*

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA ~~NY~~**[St. Louis, Duty Free Entry Team]** for execution of any required duty-free entry certificates.

\* \* \* \* \*

**252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.**

\* \* \* \* \*

CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (~~OCT 2023~~**[AUG 2025]**)

\* \* \* \* \*

(g) \* \* \*

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at *https://spot.dmdc.mil* to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at ~~http://www.acq.osd.mil/log/PS/ctr\_mgt\_accountability.html~~ **[*****https://www.acq.osd.mil/asds/log/cso/ocs/spot.html*]**.

\* \* \* \* \*

**252.227-7013 Rights in Technical Data—Other Than Commercial Products and Commercial Services.**

\* \* \* \* \*

RIGHTS IN TECHNICAL DATA—OTHER THAN COMMERCIAL PRODUCTS ~~OR~~ **[AND]** COMMERCIAL SERVICES (~~JAN 2025~~**[AUG 2025]**)

\* \* \* \* \*

(f) \* \* \*

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor’s assertions. The Contracting Officer reserves the right to add the Contractor’s assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures in the DFARS 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, clause of this contract.

\* \* \* \* \*

(g) \* \* \*

(3) *Government purpose rights markings*. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

Government Purpose Rights

Contract Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiration Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Government’s rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (c)(2) of the DFARS 252.227-7013, Rights in Technical Data—Other Than Commercial Products ~~or~~**[and]** Commercial Services, clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(4) *Limited rights markings*. Data delivered or otherwise furnished to the Government with limited rights shall be marked as follows:

Limited Rights

Contract Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Government’s rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (c)(3) of the DFARS 252.227-7013, Rights in Technical Data—Other Than Commercial Products ~~or~~**[and]** Commercial Services, clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

\* \* \* \* \*

(i) Removal of unjustified and nonconforming markings—(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the DFARS 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor’s expense, correct or strike a marking if, in accordance with the procedures in the Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within 60 days, the Government may ignore or, at the Contractor’s expense, remove or correct any nonconforming marking.

\* \* \* \* \*

**252.227-7014 Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation.**

\* \* \* \* \*

Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation (~~JAN 2025~~**[AUG 2025]**)

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

\* \* \* \* \*

“Restricted rights” apply only to other than commercial computer software and mean the Government’s rights to—

\* \* \* \* \*

(5) Use, and permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use, computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

\* \* \* \* \*

(iv) Such use is subject to the limitations in paragraphs (1) through ~~(3)~~**[(4)]** of this definition;

(6) Use, and permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use, the computer software when necessary to perform or overhaul, or to modify the computer software to reflect the emergency repairs or overhaul made, provided that—

\* \* \* \* \*

(iii) Such use is subject to the limitations in paragraphs (1) through ~~(3)~~**[(4)]** of this definition; and

\* \* \* \* \*

(f) \* \* \*

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled data for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor**[.]**~~: Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Computer Software.~~

IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT’S USE, RELEASE, OR DISCLOSURE OF COMPUTER SOFTWARE

The Contractor asserts for itself, or the persons identified below, that the Government’s rights to use, release, or disclose the following computer software should be restricted:

|  |  |  |  |
| --- | --- | --- | --- |
| Computer **[S]**~~s~~oftware to be **[F]**~~f~~urnished **[W]**~~w~~ith **[R]**~~r~~estrictions1 | Basis for **[A]**~~a~~ssertion2 | Asserted **[R]**~~r~~ights **[C]**~~c~~ategory3 | Name of **[P]**~~p~~erson **[A]**~~a~~sserting **[R]**~~r~~estrictions4 |
| (LIST) | (LIST) | (LIST) | (LIST) |

1 Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government’s rights to use, release, or disclose computer software.

2 Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government’s rights should be restricted.

3 Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR/STTR data generated under another contract, or specifically negotiated licenses).

4 Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(End of identification and assertion)

\* \* \* \* \*

(i) *Removal of unjustified and nonconforming markings*.

(1) *Unjustified computer software or computer software documentation markings*. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the DFARS 252.227-7019, Validation of Asserted Restrictions—Computer Software, and the DFARS 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor’s expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming computer software or computer software documentation markings*. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7019, Validation of Asserted Restrictions—Computer Software, or the DFARS 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within 60 days, the Government may ignore or, at the Contractor’s expense, remove or correct any nonconforming markings.

\* \* \* \* \*

**252.227-7018 Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research Program and Small Business Technology Transfer Program. ~~As prescribed in 227.7104-4(a)(1), use the following clause:~~**

**[As prescribed in 227.7104-4(a)(1), use the following clause:]**

RIGHTS IN OTHER THAN COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE—SMALL BUSINESS INNOVATION RESEARCH PROGRAM AND SMALL BUSINESS ~~TECHNLOGY~~**[TECHNOLOGY]** TRANSFER PROGRAM (~~JAN 2025~~**[AUG 2025]**)

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

**\* \* \* \* \***

“Restricted rights” apply only to other than commercial computer software and mean the Government’s rights to—

**\* \* \* \* \***

(5) Use, and permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use, computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

**\* \* \* \* \***

(iii) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph ~~(a)(18)(iv)~~**[(4)]** of this ~~clause~~**[definition]**, for any other purpose; and

(iv) Such use is subject to the limitations in paragraphs (1) through ~~(3)~~**[(4)]** of this definition;

(6) Use, and permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use, the computer software when necessary to perform the emergency repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

**\* \* \* \* \***

(iii) Such use is subject to the limitations in paragraphs (1) through ~~(3)~~**[(4)]** of this definition; and

**\* \* \* \* \***

(f) Identification and delivery of technical data or computer software to be furnished with restrictions on use, release, or disclosure.

**\* \* \* \* \***

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor’s assertions. The Contracting Officer reserves the right to add the Contractor’s assertions to the Attachment and validate any listed assertions, at a later date, in accordance with the procedures in the DFARS 252.227-7019, Validation of Asserted Restrictions—Computer Software, and/or DFARS 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, clauses of this contract.

**\* \* \* \* \***

(i) *Removal of unjustified and nonconforming markings*.

(1) *Unjustified markings*. The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software furnished or to be furnished under this contract are contained in the DFARS 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, and the DFARS 252.227-7019, Validation of Asserted Restrictions—Computer Software, clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor’s expense, correct or strike a marking if, in accordance with the applicable procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming markings*. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7037, Validation of ~~Restrictive Markings~~**[Asserted Restrictions]** on Technical Data, or the DFARS 252.227-7019, Validation of Asserted Restrictions—Computer Software, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within 60 days, the Government may ignore or, at the Contractor’s expense, remove or correct any nonconforming markings.

\* \* \* \* \*