

**DARPA BAA HR001120S0019 Amendment 3**  
**March 27, 2020**

The purpose of amendment 3 is to update: the fifth paragraph on page 23; the fifth, seventh, and eighth paragraphs of page 24; and the third paragraph on page 44 of the original BAA.

Part II, Section 6.5(b)(2) [Paragraph 5, page 23] is amended as follows:

For each unclassified report, the company submitting the report should fill in Block 12 (Distribution/Availability Statement) of the SF 298, "Report Documentation Page," with the following statement: "Distribution authorized to U.S. Government only; Proprietary Information, (Date of Determination). Other requests for this document shall be referred to the Component SBIR Program Office." *Note: Technical data and computer software developed under a SBIR contract is subject to SBIR Data Rights which allow for protection under Class Deviation 2020-O0007 - Protection of Technical Data and Computer Software Under Small Business Innovation Research Program Contracts*. The sponsoring DoD activity, after reviewing the company's entry in Block 12, has final responsibility for assigning a distribution statement.

Part II, Section 6.5(c) [Paragraph 5, page 24] is amended as follows:

Special instructions for the submission of CLASSIFIED reports will be defined in the delivery schedule of the contract. DO NOT E-MAIL Classified or controlled unclassified reports, or reports containing SBIR Data Rights protected under Class Deviation 2020-O0007 - Protection of Technical Data and Computer Software Under Small Business Innovation Research Program Contracts.

Part II, Section 6.7 [Paragraphs 7 and 8, page 24] is amended as follows:

Rights in technical data, including software documentation, and computer software developed under the terms of any procurement contract resulting from proposals submitted in response to this BAA generally remain with the contractor, except that the Government obtains a royalty-free license to use such technical data and computer software only within the Government during the period commencing with the date of the contract award and ending twenty years after that date. This protection period is not extended by any subsequent SBIR, other procurement contracts, or other agreements under which any portion of that SBIR data is used or delivered. This data should be marked with the restrictive legend specified in Class Deviation 2020-O0007 - Protection of Technical Data and Computer Software Under Small Business Innovation Research Program Contracts.

Upon expiration of the twenty-year restrictive license, the Government has Government Purpose Rights in the SBIR data, unless an alternative arrangement is specifically negotiated between the parties. During the license period, the Government may not release or disclose SBIR data to any person other than its support services contractors except: (1) For evaluation purposes; (2) As expressly permitted by the contractor; or (3) A use, release, or disclosure that is necessary for emergency repair or overhaul of items operated by the Government. See - Class Deviation 2020-

## O0007 - Protection of Technical Data and Computer Software Under Small Business Innovation Research Program Contracts

If a proposer plans to submit assertions in accordance with **Class Deviation 2020-O0007**, those assertions must be identified and assertion of use, release, or disclosure restriction **MUST** be included with your proposal submission. The contract cannot be awarded until assertions have been approved.

Appendix C: OT Authority [Paragraph 3, page 44] is amended as follows:

Rights in technical data, including software **documentation, and computer software** developed under the terms of any agreement resulting from proposals submitted in response to this BAA generally remain with the contractor, except that the Government obtains a royalty-free license to use such technical data only **within the Government** during the period commencing with award and **ending twenty years after that date. This protection period is not extended by any subsequent SBIR, other procurement contracts or other agreements under which any portion of that SBIR data is used or delivered.** This data should be marked with the restrictive legend specified in **Class Deviation 2020-O0007 - Protection of Technical Data and Computer Software Under Small Business Innovation Research Program Contracts.** Upon expiration of the twenty-year restrictive license, the Government has **Government Purpose Rights** in the SBIR data, unless an alternative arrangement is specifically negotiated between the parties. During the license period, the Government may not release or disclose SBIR data to any person other than its support services contractors except: (1) For evaluation purposes; (2) As expressly permitted by the contractor; or (3) A use, release, or disclosure that is necessary for emergency repair or overhaul of items operated by the Government. See **Class Deviation 2020-O0007 - Protection of Technical Data and Computer Software Under Small Business Innovation Research Program Contracts.**