



**DEPARTMENT OF DEFENSE**

**Defense Acquisition Regulations System**

**48 CFR Parts 205, 212, 225, 227, 242, 246, and 252**

**[Docket DARS-2025-0001]**

**Defense Federal Acquisition Regulation Supplement; Technical Amendments**

**AGENCY:** Defense Acquisition Regulations System, Department of Defense (DoD).

**ACTION:** Final rule; technical amendment.

**SUMMARY:** DoD is amending the Defense Federal Acquisition Regulation Supplement (DFARS) to make needed editorial changes.

**DATES:** Effective **[INSERT DATE OF PUBLICATION IN THE FEDERAL REGISTER]**.

**FOR FURTHER INFORMATION CONTACT:** Ms. Jennifer D. Johnson, telephone 703-717-8226.

**SUPPLEMENTARY INFORMATION:**

This final rule amends the DFARS to make needed editorial changes to update cross-references; restore text that was inadvertently removed from the Code of Federal Regulations; update addresses and an internet link; correct the titles of three contract clauses; correct a reference to University Affiliated Research Centers; and comply with DFARS drafting conventions.

**List of Subjects in 48 CFR Parts 205, 212, 225, 227, 242, 246, and 252**

Government procurement.

**Jennifer D. Johnson,**

*Editor/Publisher, Defense Acquisition Regulations System.*

Therefore, the Defense Acquisition Regulations System amends 48 CFR parts 205, 212, 225, 227, 242, 246, and 252 as follows:

1. The authority citation for 48 CFR parts 205, 212, 225, 227, 242, 246, and 252 continues to read as follows:

**Authority:** 41 U.S.C. 1303 and 48 CFR chapter 1.

**PART 205—PUBLICIZING CONTRACT ACTIONS**

**205.301 [Amended]**

2. Amend section 205.301 in paragraph (a) (S-70) (iii) (B) by removing "225.003(10)" and adding "225.003" in its place.

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

3. Amend section 212.301 by—
- a. Revising paragraph (f) (xii) (D); and
  - b. Adding paragraphs (f) (xiii) and (xiv).

The revision and addition read as follows:

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

\* \* \* \* \*

(f) \* \* \*

(xii) \* \* \*

(D) Use the clause at 252.227-7037, Validation of 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, Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements, as prescribed in 229.402-70, to comply with 26 U.S.C. 5000C.

(xiv) *Part 232—Contract Financing.* (A) Use the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports, as prescribed in 232.7004, to comply with 10 U.S.C. 4601.

(B) Use the clause at 252.232-7006, Wide Area WorkFlow Payment Instructions, as prescribed in 232.7004(b).

(C) Use the clause at 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card, as prescribed in 232.1110.

(D) Use the clause at 252.232-7010, Levies on Contract Payments, as prescribed in 232.7102, to comply with 26 U.S.C. 6331(h).

(E) Use the clause at 252.232-7011, Payments in Support of Emergencies and Contingency Operations, as prescribed in 232.908.

(F) Use the provision at 252.232-7014, Notification of Payment in Local Currency (Afghanistan), as prescribed in 232.7202.

\* \* \* \* \*

## **PART 225—FOREIGN ACQUISITION**

### **225.7002-2 [Amended]**

4. Amend section 225.7002-2 in paragraph (b) introductory text by removing "Secretary" and adding "secretary" in its place.

**225.7003-3 [Amended]**

5. Amend section 225.7003-3 in paragraphs (b) (5) (i) and (c) (2) by removing "Secretary" and adding "secretary" in its place.

**225.7009-4 [Amended]**

6. Amend section 225.7009-4 in the introductory text by removing "Secretary" and adding "secretary" in its place.

**225.7011-2 [Amended]**

7. Amend section 225.7011-2 in the introductory text by removing "Secretary" and adding "secretary" in its place.

**225.7013-2 [Amended]**

8. Amend section 225.7013-2 in paragraph (b) (3) (iii) by removing "Secretary of Navy" and adding "Secretary of the Navy" in its place.

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

**227.7102-3 [Amended]**

9. Amend section 227.7102-3 by removing "Restrictive Markings" and adding "Asserted Restrictions" in its place.

**227.7102-4 [Amended]**

10. Amend section 227.7102-4 in paragraph (c) by removing "Restrictive Markings" and adding "Asserted Restrictions" in its place.

**227.7103-4 [Amended]**

11. Amend section 227.7103-4 in paragraph (b) by removing "Noncommercial Items" and adding "Other Than Commercial Products

and Commercial Services" in its place.

12. Amend section 227.7103-6 by revising and republishing paragraph (e) to read as follows:

**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.

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

**227.7103-11 [Amended]**

13. Amend section 227.7103-11 in paragraph (b) by removing "Restrictive Markings" and adding "Asserted Restrictions" in its place.

**227.7103-12 [Amended]**

14. Amend section 227.7103-12 in paragraph (a) (2) by removing "Restrictive Markings" and adding "Asserted Restrictions" in its place.

**227.7103-13 [Amended]**

15. Amend section 227.7103-13 in paragraph (d) introductory text by removing "Restrictive Markings" and adding "Asserted Restrictions" in its place.

16. Amend section 227.7103-15 by-

a. In paragraph (a), removing "Restrictive Markings" and adding

"Asserted Restrictions" in its place; and

b. Revising and republishing paragraph (c).

The revision and republication reads as follows:

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

\* \* \* \* \*

(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.

(4) 252.227-7037, Validation of Asserted Restrictions on Technical Data.

\* \* \* \* \*

**227.7104-4 [Amended]**

17. Amend section 227.7104-4 in paragraph (b) (7) by removing "Restrictive Markings" and adding "Asserted Restrictions" in its place.

**227.7203-6 [Amended]**

18. Amend section 227.7203-6 in paragraph (f) by removing "Restrictive Markings" and adding "Asserted Restrictions" in its place.

**227.7203-12 [Amended]**

19. Amend section 227.7203-12 in paragraph (a)(2) by removing "Restrictive Markings" and adding "Asserted Restrictions" in its place.

**227.7203-13 [Amended]**

20. Amend section 227.7203-13 in paragraph (d)(2) by removing "Restrictive Markings" and adding "Asserted Restrictions" in its place.

**227.7203-15 [Amended]**

21. Amend section 227.7203-15 in paragraph (b) by removing "Restrictive Markings" and adding "Asserted Restrictions" in its place.

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

**242.7001 [Amended]**

22. Amend section 242.7001 in the introductory text by removing "Associated" and adding "Affiliated" in its place.

**PART 246—QUALITY ASSURANCE**

**246.710 [Amended]**

23. Amend section 246.710 in paragraph (3) introductory text by removing "211.274-6(a)" and adding "211.274-5(a)" in its place.

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

24. Amend section 252.225-7003 by revising the section heading to read as follows:

**252.225-7003 Report of Intended Performance Outside the United States and Canada—Submission with Offer.**

\* \* \* \* \*

25. Amend section 252.225-7013 by revising the clause date, paragraph (e) (2) (iv), and paragraph (f) (1) (i) (B).

The revisions read as follows:

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

\* \* \* \* \*

DUTY-FREE ENTRY (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 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 DCMA 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 DCMA 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 St. Louis, Duty Free Entry Team for execution of any required duty-free entry certificates.

\* \* \* \* \*

26. Amend section 252.225-7040 by revising the clause date and paragraph (g)(2) to read as follows:

**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 (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 <https://www.acq.osd.mil/asds/log/cso/ocs/spot.html>.

\* \* \* \* \*

27. Amend section 252.227-7013 by—

- a. Revising the clause title and date;
- b. In paragraph (f) (4), removing "Restrictive Markings" and adding "Asserted Restrictions" in its place;
- c. In paragraphs (g) (3) and (4), removing "Commercial Products or" and adding "Commercial Products and" in its place; and
- d. Revising paragraph (i).

The revisions read as follows:

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

\* \* \* \* \*

RIGHTS IN TECHNICAL DATA—OTHER THAN COMMERCIAL PRODUCTS AND  
COMMERCIAL SERVICES (AUG 2025)

\* \* \* \* \*

(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 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 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 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.

\* \* \* \* \*

28. Amend section 252.227-7014 by-

- a. Revising the clause date;
- b. In paragraph (a) in the definition of "Restricted rights", revising paragraphs (5)(iv) and (6)(iii);
- c. Revising paragraph (f)(3); and
- d. Revising paragraph (i).

The revisions read as follows:

**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 (AUG 2025)

(a) \* \* \*

*Restricted rights* \* \* \*

(5) \* \* \*

(iv) Such use is subject to the limitations in paragraphs (1) through (4) of this definition;

(6) \* \* \*

(iii) Such use is subject to the limitations in paragraphs (1) through (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**

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 Software to be Furnished With Restrictions <sup>1</sup>	Basis for Assertion <sup>2</sup>	Asserted Rights Category <sup>3</sup>	Name of Person Asserting Restrictions <sup>4</sup>
(LIST)	(LIST)	(LIST)	(LIST)

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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).

<sup>4</sup> 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 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 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.

\* \* \* \* \*

29. Amend section 252.227-7018 by—

- a. Revising the section heading;
- b. Adding introductory text;
- c. Revising the clause title and date;
- d. In paragraph (a) in the definition of "Restricted rights", revising paragraphs (5)(iii), (5)(iv), and (6)(iii);
- e. In paragraph (f)(4), removing "Restrictive Markings" and adding "Asserted Restrictions" in its place; and
- f. Revising paragraph (i).

The revisions and addition read as follows:

**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:

RIGHTS IN OTHER THAN COMMERCIAL TECHNICAL DATA AND COMPUTER  
SOFTWARE—SMALL BUSINESS INNOVATION RESEARCH PROGRAM AND SMALL  
BUSINESS TECHNOLOGY TRANSFER PROGRAM (AUG 2025)

(a) \* \* \*

*Restricted rights* \* \* \*

(5) \* \* \*

(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 (4) of this definition, for any other purpose; and

(iv) Such use is subject to the limitations in paragraphs (1) through (4) of this definition;

(6) \* \* \*

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

\* \* \* \* \*

(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 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 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.

\* \* \* \* \*