



USDOT Solving for Safety Visualization Challenge Clarification of Intellectual Property Requirements for All Participants

As specified in the Appendix, *Implementation of Stage I Intellectual Property Terms and Revised Stage II and III Intellectual Property Language*, USDOT is seeking Government Purpose License Rights (GPLR) to a participant's submission at all stages of the Solving for Safety Visualization Challenge, as well as limited rights allowing the distribution of the submissions to certain entities. Provided below are more detailed definitions regarding what USDOT considers GPLR and a "government purpose" for purposes of this Challenge. Finally, there is some additional explanation regarding the authorized activities of third parties provided a submission by USDOT, and the rights retained by the Challenge participants, both Solvers and Innovation Agents.

"Government Purpose License Rights" (GPLR) for the purposes of the USDOT's Solving for Safety Visualization Challenge means the right of the government to use, modify, reproduce, create derivative works, release, perform, display, or disclose a submission within the federal government without restriction, and to release or disclose the submission outside the federal government, and authorize persons to whom release or disclosure has been made to use, modify, reproduce, create derivative works, release, perform, display, or disclose the submission for federal government purposes only.

A "Government purpose" for the purposes of the USDOT's Solving for Safety Visualization Challenge means any activity in which the federal government is a party, including competitive procurement, but do not include the rights to use, modify, reproduce, create derivative works, release, perform, display, or disclose a submission for commercial purposes or authorize others to do so. An example of a government purpose could be the disclosure and distribution of a submission for government-funded research by a third party on the federal government's behalf. The third party would have no rights in the submission except for those granted by the federal government as would be necessary to conduct the research on behalf of the government. Upon completion of the research, all rights granted by the government to the third party would expire (i.e., the third party could not use the submission for any other purpose outside the performance of the research contract entered into with the federal government).

The USDOT is also seeking a limited license right to disclose submissions to any non-federal government agency, non-profit institution, or academic institution solely for their internal use, subject to a prohibition against further release or disclosure.

None of the above license rights would grant to the USDOT any "ownership" rights to a submission or otherwise limit the exclusive right of a Solver to the commercial exploitation of their submission. Further, unless it is essential to the normal operation of a submission, wherein it would be interpreted to be a part of a submission, the USDOT will not obtain any rights to any proprietary or non-proprietary data, including that provided for purposes of furthering the real-world applicability of a submission by an Innovation Agent. Such restriction on the USDOT obtaining rights to data unless it is essential to the normal operation of a submission includes all data used to develop a submission, all data used to demonstrate the operation of a submission, and all data specifically used in the Challenge to provide a solution(s) in the safety focus area chosen by the Solver.