

## DOCUMENT SUMMARY LIST

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Item: PROTECTOR, FRONT SIGHT  
NSN: 1005-01-251-9687  
Control Number/PRON: E40SQLX4

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Identifies all first tier documents (cited in SOW) (applicable DIDs). Also included are all referenced documents (2nd, (includes DID block 10 references), 3<sup>rd</sup> and lower tier) which have been tailored.

### DOCUMENT CATEGORY:

**CATEGORY 0** - Unless otherwise specified in the solicitation, contract, or contract modifications, all documents are for guidance and information only.

**CATEGORY 1** - The requirements contained in the directly cited document are contractually applicable to the extent specified. All referenced documents are for guidance and information only.

**CATEGORY 2** - The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. All subsequently referenced documents are for guidance and information only.

**CATEGORY 3** - Unless otherwise specified in the solicitation, contract or contract modification, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified.

Document Number (Contract Reference) Applicable Tailoring	Document Title	Document Date/ Document Category
1a. MIL-STD-2549 Table DIP 4-1	Configuration Management Data Interface	30 Jun 97 Cat 2
1b. DI-CMAN-81554 (seq A001)	Configuration Change Control Data Information Packet	30 Jun 97 Cat 2
2. ANSI/ISO/ASQC Q9002 or equivalent	Model for Quality Assurance in Production, Installation & Servicing	18 Jul 94
3a. MIL-DTL-16232G (TDPL)	Phosphate Coating Heavy Manganese or Zinc Base	07 Jan 00 Cat 2
3b. DI-NDTI-80603 (DD Form 1423)	Test Procedure	01 Jun 88 Cat 1

NON-DISCLOSURE AGREEMENT

1. The United States Government solicitation \_\_\_\_\_  
for the procurement of part number(s) \_\_\_\_\_  
includes proprietary technical data and confidential  
information (hereinafter collectively referred to as  
"data") of FN Herstal, S.A., located at Voie De Liege 33,  
B-4040 Herstal, Belgium. (hereinafter referred to as FNH).
2. The undersigned, as an authorized representative of  
\_\_\_\_\_  
(insert company name)  
(hereinafter "the recipient"), in consideration of being  
furnished with FNH's data related to the M240E1 MMG  
Weapons, hereby agrees that the recipient will only use the  
said data it receives for the purpose of responding to a  
Government solicitation or performing a resultant  
Government contract.
3. Prior to receipt of the referenced solicitation  
containing FNH's data, the recipient shall sign and provide  
an original copy of this Non-Disclosure and Non-Use  
Agreement to the United States Government contracting  
officer/office responsible for the solicitation. The  
United States Government shall provide a copy of the  
present agreement after award (or cancellation) of the  
referenced solicitation.
4. The recipient shall not, without prior written  
permission of FNH, provide or disclose any of such data to  
any other company, person, or entity, except recipient's  
subcontractors and vendors. The recipient agrees that  
providing or disclosing such data to any such subcontractor  
or vendor shall be accomplished only for the purpose stated  
herein, to respond to a Government solicitation or perform

a resultant Government contract, and shall not occur until such subcontractor or vendor has first executed a like Non-Disclosure and Non-Use Agreement as this agreement.

5. The recipient acknowledges that this agreement grants it no rights to commercial uses of any such data received pursuant to this agreement.

6. The recipient agrees to adopt operating procedures and physical security measures designed to protect the data from disclosure or release to unauthorized third parties.

7. The recipient agrees to promptly destroy all of FNH's data received under the referenced solicitation (and any copies made of such data) when the purpose of this agreement is fulfilled.

The recipient further agrees to certify in writing to the Government as to the destruction of the data. Included with the return of this certification of destruction, the recipient shall provide the contracting officer responsible for issuance of this Non-Disclosure and Non-Use Agreement, a list of the names and addresses of subcontractors and vendors which received a copy of the technical data package or part of the technical data package provided with the solicitation referenced herein. Nothing herein shall be interpreted to authorize the Government to release to FNH any information that is proprietary to the recipient.

8. The recipient agrees to indemnify the United States Government, and its agents and employees, from all liability arising out of, or in any way related to, the misuse or unauthorized disclosure by the recipient, its employees or agents, of any such data it receives. The recipient will hold the United States Government, and its agents and employees, harmless against every such claim or liability, including attorney fees, costs, and expenses,

arising out of the misuse or unauthorized disclosure of any such data supplied to the recipient hereunder.

9. Execution of this Non-Disclosure and Non-Use Agreement by the recipient or any of its authorized subcontractors or vendors is for the benefit of FNH which is a third party beneficiary of this Non-Disclosure and Non-Use Agreement and FNH shall have the right to direct action against the recipient to enforce such agreement or to ask damages which may result from any material breach of this agreement.

10. The requirements contained in this agreement shall be effective only for so long as such data remains unpublished, as the term unpublished is defined in DFARS 227.401, or until the end of any expiration date provided by FNH or specified by a contract between FNH and the United States Government, or as shown in a legend appearing on such data, whichever of the above events shall occur first.

11. Notwithstanding the foregoing, any obligation of confidentiality by this agreement shall not extend to proprietary information:

(i) Which is legally and without restriction in the possession of recipient, the Government, or its employees or contractors prior to the date of receipt hereunder from the United States Government or from FNH:

(ii) Which enters the public domain at any time through no fault of the recipient, the Government, or its employees, agents or contractors; or

(iii) Which is disclosed by a third party without restriction or without breach of this agreement and without inducement by the recipient or the Government of such party to breach any agreement or obligation of confidentiality.

12. Signature:

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Name of Recipient Organization

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Signature

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Typed Name

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Title

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Date

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Address of Recipient Organization

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Email address

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Phone Number

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Solicitation Number

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CONTRACT DATA REQUIREMENTS LIST  
DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: PROTECTOR, FRONT SIGHT  
TO CONTRACT/PR: E40SQLX4

1. SEQUENCE NUMBER		14. DISTRIBUTION	DRFT/REG/REPRO COPIES
2. TITLE OF DATA ITEM			
3. SUBTITLE			
4. DATA ITEM NUMBER			
5. CONTRACT REFERENCE			
6. TECHNICAL OFFICE	7. DD 250	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY	11. AS OF DATE		15. TOTAL:
12. DATE OF 1ST SUBMISSION		13. DATE OF SUBSEQUENT SUBMISSION	
16. REMARKS			

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1. A001		14. AMSTA-AR-CCL-F (ECALS)	/ / / /
2. CONFIGURATION CHANGE CONTROL*			
3. ENGINEERING ACTIONS			
4. DI-CMAN-81554			
5. SECTION C			
6. AMSTA-AR-ES	7. NO	8. -	9. **
10. ASREQ	11. ---		15. TOTAL 0/ 0/ 0
12. ASREQ		13. ASREQ	

16. REMARKS  
PREPARE ENGINEERING ACTIONS IAW DI-CMAN-81544 AND SUBMIT ELECTRONICALLY VIA ECALS WORLDWIDE WEB PAGE [HTTP://EDMD4.PICA.ARMY.MIL/](http://EDMD4.PICA.ARMY.MIL/). \*DATA INFORMATION PACKET \*\*DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. THE POC FOR ECALS IS LEE SADAUSKAS, AMSTA-AR-QAW, (973) 724-6626 LEES@PICA.ARMY.MIL.

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1. A002		14. PROCUREMENT	/ /
2. TEST PROCEDURE/ PHOSPHATE COATING PRE-		CONTRACTING	/ /
3. PRODUCTION PROCEDURE		OFFICER	/ 1/
4. DI-NDTI-80603*			
5. MIL-DTL-16232, PARA 3.1			
6. AMSTA-AR-WEP-RM	7. XX	8. A	9. N/A
10. ONE/R	11. N/A		15. TOTAL 0/ 1/ 0
12. 60 DAC		13. N/A	

16. REMARKS  
BLOCK 8 CONT.-PRIOR TO PRODUCTION, APPROVAL THROUGH THE CONTRACTING OFFICER IS REQUIRED WITHIN 60 DAYS AFTER CONTRACT AWARD. A DD FORM 250 IS NOT REQUIRED FOR PHOSPHATE COATING PROCEDURE APPROVAL. CONTRACTOR FORMAT ACCEPTABLE. SHALL BE SUBMITTED ON AN IBM COMPATIBLE 3-1/2" DISKETTE IN RICH TEXT FORMAT (RTF).

APPROVED BY: STEPHEN J HANSEN, SDMO, AMSTA-AR-QAD

DATE: 09/05/2000