

NON-DISCLOSURE INSTRUCTIONS

PRIOR TO RELEASE OF THE TECHNICAL DATA FOR SOLICITATION W52H09-04-T-0036, YOU ARE REQUIRED TO EXECUTE THE ATTACHED NON-DISCLOSURE AGREEMENT AND CONSENT TO THE TERMS OF THIS NOTICE. AN OFFICIAL AUTHORIZED TO LEGALLY BIND YOUR COMPANY MUST MAKE SAID EXECUTION AND CONSENT.

UPON EXECUTION OF THE NON-DISCLOSURE AGREEMENT AND CONSENT OF THE TERMS OF THIS NOTICE, RETURN ORIGINAL SIGNED COPIES BY FAX OR EMAIL, TO THE FOLLOWING ADDRESS:

DIRECTOR
ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY
ATTN: AMSTA-LC-CSC-C/BARB FOLEY
FAX: 309-782-3813
EMAIL: foleyb@ria.army.mil
BUILDING 110
ROCK ISLAND, IL 61299-7630

THIS WILL SERVE AS VERIFICATION THAT THE ABOVE OFFICE HAS RECEIVED THE NON-DISCLOSURE AGREEMENT AND YOUR CONSENT TO THE TERMS OF THIS NOTICE.

YOU ARE ADVISED TO CAREFULLY REVIEW ALL OF THE TERMS AND CONDITIONS OF THIS NOTICE AND THE ENCLOSED AGREEMENT. YOU WILL BE MAKING A BINDING LEGAL COMMITMENT.

NON-DISCLOSURE AGREEMENT

1. The United States Government solicitation W52H09-04-T-0036 for the procurement of part number(s) 13004786 includes proprietary technical data and confidential information (hereinafter collectively referred to as "data") of Colt's Manufacturing Company, Incorporated, 545 New Park Avenue, West Hartford Connecticut 06110 (hereinafter referred to as "Colt's").
2. The undersigned, as an authorized representative of _____
(insert company name) (hereinafter "the recipient), in consideration of being furnished with Colt's data related to the M16 Family of 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 Colt'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 Colt's a copy of the present agreement after award (or cancellation) of the referenced solicitation.
4. The recipient shall not, without prior written permission of Colt's, 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 Colt'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 Colt's any information that this 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 Colt's which is a third party beneficiary of this Non-Disclosure and Non-Use Agreement and Colt's 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 data provided by Colt's or specified by contract between Colt's and the United States Government, or as shown in a legend appearing on such data, whichever of the above enters 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 Colt's;

(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:

Name of Recipient Organization

Signature

Typed Name

Title

Date

Address of Recipient Organization

Solicitation Number