NON-DISCLOSURE AND NON-USE AGREEMENT
(Special License Rights)

1. The United States Government Solicitation W52H09-04-R-0060 for the procurement of 2,000 each, Leaf Rear Sight includes proprietary technical data and confidential information (hereinafter collectively referred to as "data") of FN Herstal, S.A., located at Voie de Liege 33, B4040 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 _____ (insert M240 medium machine gun configuration) Weapon, hereby agrees that the recipient will only use the said data 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 FNH 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, in the form of a Certificate of Destruction, 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 for 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 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:

_____
Name of Recipient

_____
Signature

_____
Typed Name

_____
Title

_____
Date

_____
Address of Recipient

_____
Solicitation Number

Fax signed copy of Non-Disclosure and Non-Use Agreement to (309) 782-6016, Attn: Betty Foulks

CONTRACT DATA REQUIREMENTS LIST
DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: LEAF,REAR SIGHT
TO CONTRACT/PR: M131S720

1. SEQUENCE NUMBER
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
12. DATE OF 1ST SUBMISSION 13. DATE OF SUBSEQUENT SUBMISSION
14. DISTRIBUTION DRFT/REG/REPRO COPIES
15. TOTAL:
16. REMARKS

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1. A001
2. ENGINEERING CHANGE PROPOSAL (ECP)
3.
4. DI-CMAN-80639C*
5. SECTION C
6. AMSTA-AR-QAW 7. LT 8. - 9. **
10. ASREQ 11. ---
12. ASREQ 13. ASREQ
14. SEE ADDRESS CODE / /
DISTRIBUTION / /
ATTACHED*** / /
15. TOTAL 0/ 0/ 0
16. REMARKS
*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE ECP. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MGR. ***SUBMIT ELECTRONICALLY TO ECP-INPUT@RIA.ARMY.MIL. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT HTTP://E-DATA.PICA.ARMY.MIL:8080/TECHDATA/CMDOCS-LINK.HTM ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM.(DD FORMS 1692,1694,1695)

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1. A002
2. REQUEST FOR DEVIATION (RFD)
3.
4. DI-CMAN-80640C*
5. SECTION C
6. AMSTA-AR-QAW 7. LT 8. - 9. **
10. ASREQ 11. ---
12. ASREQ 13. ASREQ
14. SEE ADDRESS CODE / /
DISTRIBUTION / /
ATTACHED*** / /
15. TOTAL 0/ 0/ 0
16. REMARKS
*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF RFD. ADEQUATE DATA/ANALYSIS/TESTING TO SUPPORT THE POSITION RELATIVE TO PARAGRAPH 24 AND 25 OF DATA DELIVERY DESCRIPTION SHALL BE INCLUDED. CONTRACTOR FORMAT IS ACCEPTABLE, BUT DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIG MGR. ***SUBMIT ELECTRONICALLY TO ECP-INPUT@RIA.ARMY.MIL. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT HTTP://E-DATA.PICA.ARMY.MIL:8080/TECHDATA/CMDOCS-LINK.HTM ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM. (DD FORMS 1692,1694 AND 1695)

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1. A003

2. NOTICE OF REVISION (NOR)
3.

14.
SEE ADDRESS CODE / -/
DISTRIBUTION / /
ATTACHED** / /

4. DI-CMAN-80642C*

5. SECTION C

6. AMSTA-AR-QAW 7. LT 8. - 9. ***

10. ASREQ 11. --- 15. TOTAL 0/ 0/ 0

12. ASREQ 13. ASREQ

16. REMARKS
*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CON TENT OF NOR. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIB LE SOFTWARE (I.E., MICROSOFT OFFICE). **SUBMIT ELECTRONICALLY TO ECP-INPUT@ RIA.ARMY.MIL. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT HTTP://E-DATA.PICA.ARMY.MIL/PROD_TECHDATA/MDOCS_LINK.HTM ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM. (DD FORMS 1692,1694 AND 1695) ***DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

The data delivery descriptions are available on the attached tacom-ri intranet site:
https://aais.ria.army.mil/aais/SOLINFO/Standard_Attachments/Index%20of%20Attachments.html

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1. A004-THIS DID APPLIES ONLY TO M131F441

2. TEST PROCEDURE/ PHOSPHATE COATING PRE-
3. PRODUCTION PROCEDURE

14.
PROCUREMENT / /
CONTRACTING / /
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).

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02 JUNE 2003

DOCUMENT SUMMARY LIST

Item: LEAF, REAR SIGHT
NSN: 1005-01-251-9691
Control Number/PRON: M131S720

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

DOCUMENT CATEGORY:

CATEGORY O - 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. N/A	Section C titled: Configuration Management Documentation	N/A Cat 2
1b. DI-CMAN-80639C (seq A001)	Engineering Change Proposal (ECP)	30 Sep 00 Cat 1
1c. DI-CMAN-80640C (seq A002)	Request for Deviation (RFD)	30 Sep 00 Cat 1
1d. DI-CMAN-80642C (seq A003)	Notice of Revision (NOR)	30 Sep 00
2. ANSI/ISO/ASQC Q9002	Model for Quality Assurance in Production, Installation & Servicing	18 Jul 94
	OR	
ANSI/ISO/ASQC Q9001-2000	American National Standard Quality management systems-Requirements	13 Dec 00

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