

NON-DISCLOSURE AGREEMENT

1. The United States Government's (hereinafter referred to as USG) solicitation DAAE20-00-R-0099 for the procurement of part number(s) 12692627 and 12692631 includes proprietary technical data and confidential information (hereinafter collectively referred to as "data") of Royal Ordnance plc located at Nottingham, England, (hereinafter referred to as RO).
2. The undersigned, as an authorized representative of POLYTECHNIC INDUSTRIES (insert company name) (hereinafter "the recipient"), in consideration of being furnished with RO's data related to the L118/L119 British Light Gun, hereby agrees that the recipient will only use the said data it receives for the purpose of responding to a USG solicitation or performing a resultant Government contract.
3. Prior to receipt of the referenced solicitation containing RO's data, the recipient shall sign and provide an original copy of this Non-Disclosure and Non-Use Agreement to the USG's Contracting Officer/office responsible for the solicitation. The USG 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 RO, 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 USG 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 RO'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 USG 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 USG to release to RO any information that is proprietary to the recipient.
8. The recipient agrees to indemnify the USG, 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 USG, 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 RO which is a third party beneficiary of this Non-Disclosure and Non-Use Agreement and RO 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.

ATTACHMENT 003

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 RO or specified by a contract between RO and the USG, 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 USG or from RO;

(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
POLYTECHNIC INDUSTRIES INC
Signature *Alvin C. Hanson*
Typed Name ALVIN C. HANSON
Title PRESIDENT
Date 5/1/00

Address of Recipient Organization
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