

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) 12592627 and 12592631 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 _____ (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.

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

Signature

Typed Name

Title

Date

Address of Recipient Organization

Email address

Phone Number

Solicitation Number

DAAE20-00-R-0099

Price Evaluation Spreadsheet

	Pricing Period 1			Pricing Period 2			Pricing Period 3			Total
	Evaluation Range	Proposed Unit Price	Weight	Evaluation Range	Proposed Unit Price	Weight	Evaluation Range	Proposed Unit Price	Weight	
Gear Section, Spec	11 - 20		20%	11 - 20		20%	11 - 20		20%	
Part No. 12592627	21 - 50		70%	21 - 50		70%	21 - 50		70%	
NSN 1015-01-344-5802	51 - 100		10%	51 - 100		10%	51 - 100		10%	
Weighted Unit Price		\$0.00			\$0.00			\$0.00		
Wtd U/P x Est Qty	28	\$0		28	\$0		33	\$0		
Cam Follower	50 - 100		20%	50 - 100		70%	50 - 100		10%	
Part No. 12592631	101 - 200		70%	101 - 200		20%	101 - 200		20%	
NSN 1015-01-344-6089	201 - 400		10%	201 - 400		10%	201 - 400		70%	
Weighted Unit Price		\$0.00			\$0.00			\$0.00		
Wtd U/P x Est Qty	149	\$0		89	\$0		219	\$0		
Evaluated Production Price		\$0			\$0			\$0		\$0
Price Related Eval Factors Required by RFP										
Total Evaluated Price										\$0

NOTE: All proposed Unit Prices are FOB Destination.

Offerors must submit their Proposed Unit Prices in the bold outlined spaces.

The Government will multiply the Proposed Unit Price times its corresponding weight and add the resulting three products to get a Weighted Unit Price which is then multiplied times the Estimated Quantity. The totals by Part Number will be added down to get the Evaluated Production Price for each Pricing Period. The Evaluated Production Prices will be added across and added to the Price Related Evaluation Factors Required by the RFP(if applicable), to arrive at the Total Evaluated Price.

DOCUMENT SUMMARY LIST

Item: GEAR SECTION / CAM FOLLOWER
 NSN: 1015-01-344-5802 / 1015-01-344-6089
 Control Number/PRON: P19FKL01 / P20FNT01

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 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 Q9003 or equivalent	Quality Systems-Model for Quality Assurance in Final Inspection and Test	18 Jul 94
3a. DOD-P-16232F INT Amd 1 (TDPL)	Phosphate Coating Heavy Manganese or Zinc Base (for Ferrous Metal)	09 Sep 92 Cat 2
3b. DI-NDTI-80603 (DD Form 1423)	Test Procedure	01 Jun 88 Cat 1

Address List

Director

Armament and Chemical Acquisition, and Logistics Activity
ATTN: (See Block 14 of DD Form 1423 for symbols that apply)
Rock Island, IL 61299-8630

Director

U.S. Army, Armament, Research, Development & Engineering Center
ATTN: (See Block 14 of DD Form 1423 for symbols that apply)
Rock Island, IL 61299-7300

Commander

U.S. Army, Armament, Research, Development & Engineering Center
ATTN: (See Block 14 of DD Form 1423 for symbols that apply)
Picatinny Arsenal, NJ 07806-5000

CONTRACT DATA REQUIREMENTS LIST
DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: GEAR SECTION/CAM FOLLOWER
TO CONTRACT/PR: P19FKL01/P20FNT01

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 8. APP 9. DIST STATEMENT		
	250 CODE REQUIRED		
10. FREQUENCY	11. AS OF DATE	15. TOTAL:	
12. DATE OF 1ST SUBMISSION	13. DATE OF SUBSEQUENT SUBMISSION		
16. REMARKS			

1. A001		14. AMSTA-AR-ES	/ /
2. CONFIGURATION CHANGE CONTROL*		(ECALS)	/ /
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.

1. A002		14. PROCUREMENT	/ /
2. TEST PROCEDURE/ PHOSPHATE COATING PRE-		CONTRACTING	/ /
3. PRODUCTION PROCEDURE		OFFICER	/ 1/
4. DI-NDTI-80603*			
5. DOD-P-16232, PARA 3.1			
6. AMSTA-AR-ESM	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
*PARA'S 10.2.2.2 & 10.2.2.3 ONLY APPLY. 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: 12/01/1999