

CONTRACT DATA REQUIREMENTS LIST

DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: VARIOUS ITEMS ON M 240 MG  
 TO CONTRACT/PR: P29SQA01, 02, 03, 04, misc 97m, misc 98m

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. SEE ADDRESS CODE	/ /
2. ENGINEERING CHANGE PROPOSAL (ECP)	DISTRIBUTION	/ /
3.	ATTACHED	/ /
4. DI-CMAN-80639B		
5. MIL-STD-973		
6. AMSTA-AR-QAD	7. LT	8. - 9. *
10. ASREQ	11. ---	15. TOTAL 0/ 0/ 0
12. ASREQ	13.	
16. REMARKS		
ECP SHORT FORM SHALL BE USED FOR THE SUBMISSION AND PROCESSING OF ALL CLASS II ENGINEERING ACTIONS. *DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.		

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1. A002	14. SEE ADDRESS CODE	/ /
2. REQUEST FOR DEVIATION (RFD)	DISTRIBUTION	/ /
3.	ATTACHED	/ /
4. DI-CMAN-80640B		
5. MIL-STD-973		
6. AMSTA-AR-QAD	7. LT	8. - 9. *
10. ASREQ	11. ---	15. TOTAL 0/ 0/ 0
12. ASREQ	13.	
16. REMARKS		
*DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.		

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1. A003	14. SEE ADDRESS CODE	/ /
2. REQUEST FOR WAIVER (RFW)	DISTRIBUTION	/ /
3.	ATTACHED	/ /
4. DI-CMAN-80641B		

5. MIL-STD-973

6. AMSTA-AR-QAD 7. LT 8. - 9. \*

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

12. ASREQ 13.

16. REMARKS

\*DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

1. A004

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

2. NOTICE OF REVISION (NOR)

3.

4. DI-CMAN-80642B

5. MIL-STD-973

6. AMSTA-AR-QAD 7. LT 8. - 9. \*

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

12. ASREQ 13.

16. REMARKS

THE CONTRACTOR SHALL PREPARE AND SUBMIT A NOR FOR EACH DRAWING, ASSOCIATED LIST, OR OTHER REFERENCED DOCUMENT WHICH REQUIRE REVISION AND SUBMIT SAID NOR WITH THE ECP. \*DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

1. A005

14.  
PROCUREMENT / /  
CONTRACTING / /  
OFFICER / 1/

2. TEST PROCEDURE/ PHOSPHATE COATING PRE-

3. PRODUCTION PROCEDURE

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: 02/02/1999

NON-DISCLOSURE AGREEMENT

1. The United States Government solicitation DAAE2000R0034 for the procurement of part number(s) 11826177, 11826124, 11826135 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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Solicitation Number

**CERTIFICATE OF DESTRUCTION**

The undersigned hereby certifies that the CD-ROM provided by the U.S. Government under solicitation DAAE20-~~00-R-C024~~ has been destroyed along with any copies in any form (CD, print, etc) and further certify that no copies in any form whatsoever have been retained. Listed below, if applicable, is a list of subcontractors and vendors which received a copy of the CD-ROM or data contained therein.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Name

\_\_\_\_\_  
City, State, Zip Code

List of Subcontractors and Vendors which received a copy of the CD-ROM, technical data package, or part of the technical data package provided with the referenced solicitation.

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