NON-DISCLOSURE AND NON-USE AGREEMENT

This non-disclosure and non-use agreement (hereafter also referred to as "NDA") is made by a recipient Organization, (*insert name / address of recipient Organization*) (hereafter referred to as the "Recipient" or "Recipient Organization"), with the U.S. Army Armament Research Development and Engineering Center, Picatinny Arsenal, New Jersey 07806-5000 (hereafter referred to as "RDECOM-ARDEC" or "ARDEC"). Recipient has requested that RDECOM-ARDEC supply Recipient with a copy of RDECOM-ARDEC technical DATA, software, and other information, for the M141 BDM Program to include the M141 BDM, DODIC HA08; Field Handling Trainer (FHT); and XM808 Sub-Caliber Trainer, and described in the APPENDIX of this Agreement, (hereafter referred to collectively as the "DATA"). The assault rocket contained within the M141 BDM system originated from the USMC owned TDP for the SMAW 83mm Assault MK3 MOD 0, DODIC: HX05. The USMC and the US Army share technical data related to the 83mm assault rocket in the M141 BDM and Nammo Talley, Inc owns the technical data for the M141 tactical launcher, the Field Handling Trainer (FHT) and XM808 Sub-Caliber Trainer. The 83mm Assault MK3 MOD 0 (DODIC: HX05) is originated by the <u>Department of the Navy, United States Marine Corps (USMC), and released jointly by PM AMMO, Marine Corps System Command (MCSC) (point of contact: Richard Dooley, Assistant Programs Manager, 703-432-8770) and U.S. Army PM CCS, Picatinny Arsenal, NJ. 07806 (point of contact: Shifaz Usman, Project Officer, 973-724-6186)</u>. The DATA is being requested of PM AMMO and PM CCS by Recipient for the purposes of proposal generation for the M141 BDM Procurement effort. In consideration for PM AMMO and PM CCS agreeing to furnish such DATA to Recipient for such purposes, the Recipient hereby agrees to the following:

   1.   Recipient warrants that the said DATA shall only be used for the purposes requested, and to perform under contract for the U.S. Government, (*no. TBD*), and for no other purposes.

   2.   Recipient shall not divulge the DATA to any third party. Recipient hereby agrees that all said defined "DATA" shall be subject to the legend in the Attachment to this Agreement**.** Recipient shall also obey the restrictions contained on any other restrictive legend appearing on said DATA. Recipient shall not remove any such legends associated with said DATA. The legends shall appear on any reproduction by Recipient of all, or of any portions of said DATA. Recipient shall adopt physical security measures to prevent improper use of or divulgence of the DATA.

   3.   Recipient shall promptly return all DATA and copies thereof in whatever form or embodiment existing, to the PM AMMO and U.S. Army PM CCS upon request. The DATA and inventions embodied therein shall at all times remain the property of the U.S.

Government, including any reproductions or embodiments of all or of any parts thereof. Any improvements made by Recipient to said DATA and inventions embodied therein shall become the exclusive property of the U.S. Government.

4.   It is understood and accepted that the obligations of non-use and non-disclosure herein shall be obligations of Recipient itself and persons who are officers, directors, or employees thereof, and also any other business entity that Recipient owns or controls to receive any of the said DATA.

5.   Recipient shall conform to the Export Laws of the United States, and obey the Army's directives regarding non-export and nondisclosure of said DATA, (or items manufactured by utilizing same), even if Recipient's facility may not be located within the United States of America.

6.   No license is provided to Recipient by the provision of DATA under this Agreement. No representation or warranty is made or given as to the safety or suitability of any DATA which may be provided hereunder or of items or processes made there from. No representation or warranty is made or given as to the existence or possibility of any intellectual property rights claims in said DATA, including but not limited to patent, copyright and trade secret claims.

7. If PM AMMO and/or PM CCS provide(s) Recipient with physical models, samples or experimental apparatus for Recipient's evaluation hereunder, Recipient agrees not to reverse engineer such items, nor to disassemble same to learn their design for unauthorized use of PM AMMO and/or PM CCS's technology.

FOR RECIPIENT ORGANIZATION

By: _____
            (Authorized Signature)
        _____
            (Typed Name-Title)
        _____
            (Date)
        _____
            (Name of Recipient Organization)

        _____
            (Address of Recipient Organization)

        _____
            (Home Address of Signator)

ATTACHMENT (Legend)

APPENDIX

U.S. Government Technical Data Packages for the M141 BDM to include
-Drawings, Specifications, Excerpts & Part List Documentation for the:

- 83mm Assault MK3 MOD 0 (DODIC: HX05)
- M141 BDM Projectile Drawings