

Contract No.: _____
Solicitation No.: _____
Program Name: _____

NON-DISCLOSURE AND NON-USE AGREEMENT

This Agreement is made by a recipient Organization, _____ (name / address of recipient Organization) _____ (hereinafter referred to as the "Recipient"), with the U.S. Army Armament Research Development and Engineering Center, Picatinny Arsenal, New Jersey 07806-5000 (hereinafter referred to as "ARDEC"). Recipient has requested that ARDEC supply Recipient with a copy of ARDEC technical DATA, software, and other information, for the _____ (name of the program or subject matter) _____, (hereafter referred to as the "DATA"), originated by the _____ (name of Center / Department) _____ of ARDEC, Picatinny Arsenal, NJ. 07806-5000; point of contact: Mr. _____, telephone _____. The DATA is being requested of ARDEC by Recipient for the purposes of _____. In consideration for ARDEC agreeing to furnish such DATA to Recipient, 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 shall not remove any restricted use legends associated with the said DATA. The legends shall appear on any reproduction by Recipient of all or of any portions of said DATA. Recipient shall obey the restrictions contained on any restrictive legend appearing on said DATA. Recipient shall adopt physical security measures to prevent improper use of or divulgence of the DATA. Recipient hereby agrees that all said defined "DATA" shall be subject to the legend in the Attachment to this Agreement.
3. Recipient shall promptly return all DATA and copies thereof in whatever form or embodiment existing, to the U.S. Army ARDEC upon request. The DATA 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 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 any DATA which may be provided hereunder nor of the existence or possibility of any intellectual property rights claims therein, including but not limited to patent, copyright and trade secret claims. Recipient and all persons receiving DATA hereunder do hereby agree to relieve and save the U.S. Government harmless against any and all claims occasioned by use of such DATA. As a condition precedent to provision of DATA, Recipient and such persons do hereby expressly agree to indemnify and hold harmless the U.S. Government, its agencies and instrumentalities against any and all suits, actions, claims, costs or demands (including without limitation, for death or personal injury of any persons, and for any

property damage), occasioned by use of such DATA. Recipient is advised that patent may have been applied for as to portions of, or for all of such DATA.

7. If ARDEC provides 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 ARDEC'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)

RESTRICTED ACCESS DATA
U.S. ARMY TECHNICAL INFORMATION AND SOFTWARE

THIS DOCUMENT CONTAINS TECHNICAL DATA AND SOFTWARE THAT ARE THE PROPERTY OF THE UNITED STATES ARMY PICATINNY ARSENAL. ALL RIGHTS ARE RESERVED TO PICATINNY ARSENAL ONLY. THESE TECHNICAL DATA AND SOFTWARE SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THE PURPOSES FOR WHICH THEY WERE FURNISHED NOR DISTRIBUTED OR REPRODUCED, NOR ANY PART OF THEIR CONTENTS REVEALED IN ANY MANNER TO PERSONS OTHER THAN THE INDIVIDUALS OR ORGANIZATIONS SPECIFIED TO RECEIVE SAME OR THEIR EMPLOYEES, WITHOUT THE EXPRESS AND SPECIFIC WRITTEN PERMISSION THEREFOR BY A DULY AUTHORIZED REPRESENTATIVE OF PICATINNY ARSENAL. THIS LEGEND MUST BE INCLUDED ON ANY REPRODUCTION OF THIS MATERIAL OR PORTIONS THEREOF.

APPENDIX 1

(Listing of the DATA being released)