

Use and Non-Disclosure Agreement

The undersigned, _____(Insert Name)_____, an authorized representative of the _____(Insert Company Name)_____, (which is hereinafter referred to as the “Recipient”) requests the Government to provide the Recipient with technical data or computer software (hereinafter referred to as “Data”) in which the Government's use, modification, reproduction, release, performance, display or disclosure rights are restricted. Those Data are identified in an attachment to this Agreement. In consideration for receiving such Data, the Recipient agrees to use the Data strictly in accordance with this Agreement:

(1) The Recipient shall—

(a) Use, modify, reproduce, release, perform, display, or disclose Data marked with government purpose rights or SBIR data rights legends only for government purposes and shall not do so for any commercial purpose. The Recipient shall not release, perform, display, or disclose these Data, without the express written permission of the contractor whose name appears in the restrictive legend (the “Contractor”), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these Data to submit offers for, or perform, contracts with the Recipient. The Recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these Data to such persons. Such agreement must be consistent with the terms of this agreement.

(b) Use, modify, reproduce, release, perform, display, or disclose technical data marked with limited rights legends only as specified in the attachment to this Agreement. Release, performance, display, or disclosure to other persons is not authorized unless specified in the attachment to this Agreement or expressly permitted in writing by the Contractor. The Recipient shall promptly notify the Contractor of the execution of this Agreement and identify the Contractor's Data that has been or will be provided to the Recipient, the date and place the Data were or will be received, and the name and address of the Government office that has provided or will provide the Data.

(c) Use computer software marked with restricted rights legends only in performance of Solicitation Number _____. The recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share, or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend. The Recipient shall promptly notify the software licensor of the execution of this Agreement and identify the software that has been or will be provided to the Recipient, the date and place the software were or will be received, and the name and address of the Government office that has provided or will provide the software.

(d) Use, modify, reproduce, release, perform, display, or disclose Data marked with special license rights legends subject to the underlying special license rights granted to the Government. The US Government has rights to release the Data to its contractors for Government use and manufacture only pursuant to the conditions in License Agreement No. W15QKN-09-C-0060, Attachment 9 between General Dynamics Armament and Technical Products, Inc. and the United States Government dated 23 December 2008. Any reproduction of Technical Data or portions thereof marked with this legend must also reproduce this legend.

(2) The Recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these Data from inadvertent release or disclosure to unauthorized third parties.

(3) The Recipient agrees to accept these Data “as is” without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding Data specified in a contract for the performance of that contract.

(4) The Recipient may enter into any agreement directly with the Contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these Data.

(5) The Recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of Data received from the Government with restrictive legends by the Recipient or any person to whom the Recipient has released or disclosed the Data.

(6) The Recipient is executing this Agreement for the benefit of the Contractor. The Contractor is a third party beneficiary of this Agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the Recipient or any other person to whom the Recipient has released or disclosed the Data, to seek damages from any breach of this Agreement or to otherwise enforce this Agreement.

(7) The Recipient agrees to destroy these Data, and all copies of the Data in its possession, no later than 30 days after the date shown in paragraph (8) of this Agreement, to have all persons to whom it released the Data do so by that date, and to notify the Contractor that the Data have been destroyed.

(8) This Agreement shall be effective for the period commencing with the Recipient's execution of this Agreement and ending upon date of contract award. The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

Recipient's Business Name _____

By _____

Authorized Representative Date

Representative's Typed Name _____
and Title _____

(End of use and non-disclosure agreement)

License Language

Contractor and the U.S. Government do hereby agree on the following arrangement, whereby contractor will make certain proprietary information for the Quick Change Barrel Conversion Kit for the M2 .50 Caliber 12.7mm Machine Gun (M2 QCB Kits) available for use by the USG for future competitive acquisition by the USG.

*The USG shall be permitted to utilize contractor's proprietary M2 QCB TDP (including as supplemented by contractor) to acquire further M2 QCB Kits from any source, **effective upon thirty six (36) months after a contract award to the contractor resulting from US Army solicitation W15QKN-07-R-0412 and it has also acquired a minimum quantity of 2,500 units from the contractor. The USG hereby agrees to pay the contractor a license fee of 5% based on the selling price for each unit acquired by the USG from other sources using the Contractor's proprietary M2 QCB TDP (including as supplemented by contractor).** The intellectual property rights granted to the USG under these special provisions shall not be used by the USG in any manner that will prevent contractor from bidding, competing, or having a possibility of being awarded a production contract for M2 QCB Kits that utilize contractor's proprietary TDP for the production thereof. Contractor shall not claim under any patent against the USG for the USG utilizing contractor's proprietary TDP (including as supplemented by contractor) to so further acquire M2 QCB Kits. No release outside the USG of contractor's proprietary TDP shall be made by the USG unless the proposed recipient of such TDP shall first have executed a standard nondisclosure agreement in favor of contractor's proprietary interests, as set forth in DFARS 227.7103-7.*

The contractor hereby agrees to flow down to any and all of its subcontractors and licensees, all the terms and conditions in these special provisions for intellectual property rights.

The intellectual property rights granted to the USG under these special provisions do not include Foreign Military Sales, Commercial Sales, or Third Party Sales of M2 QCB Kits. However, the USG is permitted to provide M2 QCB Kits to Grant Aid recipients and to those Allied in combat with the USG.

The intellectual property rights granted to the USG under these special provisions shall not expire, and shall not ripen into unlimited rights.

Nothing in these special provisions for intellectual property rights shall limit any right or license in favor of the USG, including those arising by contract or operation of law, or prior hereto.

1.0 GOVERNMENT PURPOSE LICENSE RIGHTS (GPLR)

Proprietary data to be used in support of this contract consists of the following manufacturing drawings and the associated manufacturing processes for these components of the General Dynamics Armament and Technical Products, Inc. (GDATP) M2QCB Kit. A total of twenty three drawings comprise the GDATP proprietary M2QCB Kit. Included in the twenty three drawings are two drawings which include proprietary data owned by North American Integrated Technologies, Inc. (NAIT) while three drawings include proprietary data owned by Manroy Engineering (MANROY). Both of these companies have provided written confirmation of their agreement to offer the licensing of their proprietary data. GDATP has obtained the required approval from our corporate offices to offer the proposed license language for the entire M2QCB Kit drawing package.

The basis for assertion of 'Limited Rights' for the drawings above and their associated manufacturing processes consists of both proprietary trade secrets and U.S. Patent No. 4,685,235 dated August 11, 1987 and entitled 'Barrel Alignment Device in Automatic Weapon' originally patented by Saco Defense, assigned to Maremont Corporation, and now assigned to General Dynamics. All of these drawings and processes were developed by the respective entities.

GDATP Proprietary Drawings

GDATP Part Number	Description
1968	Safety
1969	Spring
1994	Screw
3099	Pin, Breech Lock
3134	Wear Limit/Timing Gage
3291	Shim, Trunnion Block
3366	Lock, Trunnion Block
3373	Sear Stop and Pin Assembly
3425	Lock, Breech
3426	Support, Barrel
3427	Extension Assembly Barrel
3428	Extension, Barrel
3430	Carrier Assembly, Barrel

GDATP Part Number	Description
3432	Master Barrel Gage
3439	Screw, Lock, Timing
3440	Nut, Lock, Timing
3442	Breech Lock Selection Gage
3443	Breech Lock, Master
3444	Gage, Headspace, QCB
3451	Barrel Assembly
3452	Tube, Barrel
3453	Flash Hider
3454	Barrel Cap

NAIT Proprietary Drawings

NAIT Upper Assembly Drawing Number	GDATP Assigned Drawing Number	Description
VOR50M2B	3453	Flash Hider
VOR50M2C	3454	Barrel Cap

MANROY Proprietary Drawings

Manroy Upper Assembly Drawing Number	GDATP Assigned Drawing Number	Description
A10252	3430	Carrier Assy, Barrel
A10294	3439	Screw, Lock, Timing
A10295	3440	Nut, Lock Timing

GDATP Part Number to Government Part Number Cross Reference Table

GDATP Part Number	Description	Government Part Number
1968	Safety	13018130
1969	Spring	13018131
1994	Screw	13018132
3099	Pin, Breech Lock	13027976
3134	Wear Limit/Timing Gage	13027994
3291	Shim, Trunnion Block	13027973
3366	Lock, Trunnion Block	13027978
3373	Sear Stop and Pin Assembly	13027991
3425	Lock, Breech	13028639
3426	Support, Barrel	13027972
3427	Extension Assembly, Barrel	13027974
3428	Extension, Barrel	13027974
3430	Carrier Assembly, Barrel	13027981
3432	Master Barrel Gage	13027999
3439	Screw, Lock, Timing	13027977
3440	Nut, Lock, Timing	13027979
3442	Breech Lock Selection Gage	13027998
3443	Breech Lock, Master	13027997
3444	Gage, Headspace, QCB	13027996
3451	Barrel Assembly	13027965
3452	Tube, Barrel	13027967
3453	Flash Hider	13027971
3454	Barrel Cap	13027970