

Non-Disclosure Agreement
W56HZV-13-R-0452
Bradley Engineering Change Proposal (ECP1)
Bradley Fighting Vehicles (BFV)

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 Request for Proposal Number W56HZV-13-R-0452. 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

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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 (To be completed by the contracting officer. See 227.7103-7(a)(2). Omit if none of the Data requested is marked with special license rights legends).

- (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

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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 30 June 2014. 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 _____

The below Attachments contain CUI and are Government Purpose Rights Technical Data subject to the terms of the attached Non-Disclosure Agreement prescribed by DFARS 227.7103-7.

(End of use and non-disclosure agreement)

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Attachment 0006a T-161 Track System Training and Support Package Program of Instruction

Attachment 0006b Configuration Item Development Specification (CIDS) for the Torsion Bar, Suspension

Attachment 0006c Configuration Item Development Specification (CIDS) for Shock Absorber, Direct Action

Attachment 0008 MWO 9-2350-403-55-1 T161 track System (Dual Pin System)

Attachment 0008a 12496774 - Suspension Installation

Attachment 0008b 12496775 - Roadwheel Lifter

Attachment 0008c 7083799 - Track Fixture

Attachment 0008d 57K6723 - Center Guide Kit

Attachment 0008e 57K6724 - End Connector Kit

Attachment 0008f 57K6725 - Pad Kit

Attachment 0008g 12496790 - Molded Track Pin

Attachment 0008h 12496792 - Molded Track Block

Attachment 0008i 12496785 - Molded Track Pad

Attachment 0008j 12496789 - Track Link

Attachment 0008k 12367399 - Suspension Installation

Attachment 0008l 12496780 - Carrier, Drive Sprocket

Attachment 0008m 12496781 - Sprocket, Drive

Attachment 0008n 12496782 - Guard, Left Track

Attachment 0008o 12496783 - Guard, Right Track

Attachment 0008p 12496798 - Bumper (Guard, Shock Absorber)

Attachment 0008q 12496800 - Track Assy, Right

Attachment 0008r 12496790 - T161 Pin Assembly

Attachment 0008s 12520467 - Suspension Installation (T161 improved suspension)

Attachment 0008t 12488246 - Pad Nut

Attachment 0008u 12496786 - Pad Plate Assembly

Attachment 0008v 12496791 - Track Pin

Attachment 0008w 12496793 - Track Block

Attachment 0008x 12496794 - End Connector

Attachment 0008y 12496795 - Center Guide Wedge

Attachment 0008z 12496796 - Center Guide

Attachment 0008aa 12496797 - Center Guide Cap

Attachment 0008ab 12496798 - Shock Guard

Attachment 0008ac 12555907 - End Connector Puller Base

Attachment 0008ad 12555908 - End Connector Puller Screw

Attachment 0008ae 12555909 - End Connector Puller

Attachment 0008af 12496785 - Track Pad

Attachment 0008ag 12496787 - Pad Plate

Attachment 0008ah 12496788 - Square Neck Bolt

Attachment 0009 57K6627 T161 Track Mod Kit

Attachment 0010 12496801 T161 Track Mod Kit Installation Instructions

Attachment 0011 MWO 9-2350-408-55-4 Heavy Weight Torsion Bar

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Attachment 0011a 57K0391 - Repair Kit
Attachment 0011b 12296957 - Installing Tool Bearing
Attachment 0011c 2590157 - Drift Pin
Attachment 0011d 12298091 - T157-I Roadwheel Lifter
Attachment 0011e 12496775 - T161 Roadwheel Lifter
Attachment 0011f 5573615 - Puller Slide
Attachment 0011g 12298145 - Shock Absorber Remover
Attachment 0011h 12298092 - Torsion Bar Extractor
Attachment 0011i 12520465 - Torsion Bar
Attachment 0011j 12520482 - Torsion Bar Suspension
Attachment 0011k RESERVED
Attachment 0011l 2586895 - Washer, Triangle
Attachment 0011m 12296766 - Ring, Retaining
Attachment 0011n 12296921 - Seal
Attachment 0012 57K6681 - Torsion Bar Mod Kit
Attachment 0013 12520480 - Torsion Bar Mod Kit Installation Instructions
Attachment 0014 MWO 9-2350-408-55-2 Vehicle Shock Absorber System
Attachment 0014a 12296957 - Installing Tool Bearing
Attachment 0014b 12298145 - Shock Absorber Remover
Attachment 0014c 12298092 - Torsion Bar Extractor
Attachment 0014d 12520477 - Shock Absorber
Attachment 0014e 12520484 - Seal, Rubber
Attachment 0014f 12369310 - Seal, Non-Metallic Angle
Attachment 0015 57K6769 Shock Absorber Mod Kit
Attachment 0016 12556023 Shock Absorber Mod Kit Installation Instructions
Attachment 0017 MWO 9-2350-408-55-3 Vehicle Suspension Roadarm System
Attachment 0017a 12520468 - Support Assembly Suspension
Attachment 0017b 12296957 - Installing Tool Bearing
Attachment 0017c 12298091 - T157-I Roadwheel Lifter
Attachment 0017d 12496775 - T161 Roadwheel Lifter
Attachment 0017e 12298145 - Shock Absorber Remover
Attachment 0017f 12298092 - Torsion Bar Extractor
Attachment 0017g 12520479 - Road Arm Bearing
Attachment 0017h 12520471 - Pivot Arm Assembly
Attachment 0017i 12520469 - Support Housing Assy, Suspension
Attachment 0017j 12328726 - Nut
Attachment 0017k 12328725 - Nut
Attachment 0017l 12296935 - Hub Assembly
Attachment 0017m 12296926 - Hub Cap
Attachment 0017n 10910174 - Washer
Attachment 0017o 12358858 - Bearing Assy
Attachment 0017p 12369947 - Lock Nut
Attachment 0017q 12298330 - Washer
Attachment 0017r 12350941 - Bearing Assy

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Attachment 0017s 12296715 - Seal Assy
Attachment 0017t 12295554 – Seal
Attachment 0017u 11669450 - Seal Assy, Arm Assy to Spt Housing Assy
Attachment 0017v 10863380 - Washer, Special
Attachment 0017w 12297034 – Spacer
Attachment 0017x 12520473 - Arm Assembly
Attachment 0017y 12295542 - Bolt
Attachment 0017z 12295289 - Housing, Hub Cap
Attachment 0017aa 12295552 - Indicator (Sight Glass)
Attachment 0017ab Quality Assurance Provision (QAP) Housing, Hub Cap
Attachment 0017ac Quality Assurance Provision (QAP) Hub, Roadwheel
Attachment 0017ad Quality Assurance Provision (QAP) Bolt
Attachment 0017ae 12520476 – Roadarm Trunnion
Attachment 0018 57K6692 Vehicle Suspension Roadarm System Mod Kit
Attachment 0019 12520481 Vehicle Suspension Roadarm System Installations