

INSTRUCTIONS FOR COMPLETING NDA FORMS

1. Fill in the appropriate information in the box below:

THIS SECTION MUST BE COMPLETED BY FNM

Name of FNM, LLC. Employee Requesting Non-Disclosure Agreement:

Associated RBI/SOM Number (if any):

Product Team :

Telephone Extension of Requestor:

2. On page 1 of the NDA, verify that the following information is completed in the spaces provided:
 - a. Name of company we are asking to sign the NDA.
 - b. Indicate the state of incorporation of the company.
 - c. Indicate the business address of the company.
 - d. Indicate the **SPECIFIC** subject matter (product line) of the NDA.
3. On page 4 of the NDA, verify that the box in Article 14 contains the name and title of the designated authorized representative of the company.
4. When the required information is completed, forward the form (without this instruction page) to the company for execution by their appropriate company representative.
5. If this NDA applies to the M16 product line, and Colt's technical data is to be provided to the company (e.g., USG supplied TDP drawings), the company must execute M16-NDA (available on the company's intranet) in addition to this CD 004.
6. Once the executed NDA is returned from the company, forward the NDA (with this instruction page) for FN Manufacturing's execution to the Contracts Coordinator, who will verify the completeness and accuracy of the NDA. Incomplete or incorrect NDAs (e.g., wrong revision or missing this cover page) will be returned to the requestor for re-work. The Contracts Coordinator will secure Greg Livermore's signature on behalf of FN Manufacturing.
7. Once the NDA has been completed with both FNM and the company signatures, a copy will be posted to the intranet. The original will be filed with Contracts. The requestor should send an executed copy of the NDA to the company for their files.
8. For questions or assistance, please see Stuart Slocum (ext. 442)



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, by and between FN MANUFACTURING, LLC, a corporation of the State of Delaware, having its principal place of business at 797 Old Clemson Road, Columbia, SC 29229 and

_____, a corporation of _____, having its principal place of business at _____, hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, the Parties wish to exchange certain Proprietary Information relating to _____ (hereinafter the "Subject Matter");

WHEREAS, the Parties recognize that the release of information disclosed to, and/or received by, the other could result in irreparable harm to the party furnishing such information;

WHEREAS, the Parties hereto wish to maintain control over the Proprietary Information they exchange by preventing the unauthorized use, reproduction and disclosure thereof.

NOW, THEREFORE, in consideration of the mutual promises recited herein, the Parties agree to the following:

ARTICLE 1

As used herein, "Proprietary Information" means any information designated or marked as being proprietary as provided in Article 2 hereof and which is received by a party hereto ("receiving party") from the other ("disclosing party"). In spite of any marking it may bear, information which falls under one of the following exceptions is not Proprietary information:

- A. Information which, at the time of such disclosure by the disclosing party, was in the public domain, without violation of confidence by the receiving party;
- B. Information which, after such disclosure by the disclosing party, becomes part of the public domain by publication or otherwise, without violation of confidence by the receiving party;
- C. Information which the receiving party can demonstrate was in its possession at the time of such disclosure by the disclosing party;
- D. Information independently developed by the receiving party without access to the disclosed Proprietary Information;
- E. Information which the receiving party rightfully obtains from a third party without restriction and without breach of the Agreement by the receiving party; or

If any portion of either party's information falls within any one of the above exceptions, the remainder of such information shall continue to be subject to the restrictions of this Agreement.



ARTICLE 2

Proprietary Information shall be subject to the restrictions on use, reproduction and disclosures hereinafter set forth if identified in accordance with the following: (a) all documents and other tangible materials must be marked with a proprietary legend at the time of disclosure; and (b) any information disclosed orally or visually must be designated in writing as proprietary at the time of disclosure or within 30 days thereafter.

ARTICLE 3

Proprietary Information designated or marked in accordance with Article 2 above and which is received by a party hereto ("receiving party") from the other ("disclosing party") shall be subject to the following restrictions on use, duplication and disclosure:

- A. Except as permitted by this Article 3(A), a receiving party shall not disclose Proprietary Information it has received from a disclosing party. Permitted disclosure shall be limited to the following:
 - 1. Disclosure to the United States Government for evaluation purposes only in connection with the Subject Matter, provided that each document disclosing Proprietary Information is marked with an appropriate restrictive legend on all pages of the Proposal;
 - 2. Disclosure to those employees of the receiving party who have a "need to know" in order to carry out their respective duties in connection with the Subject Matter;
 - 3. Disclosure in response to a Subpoena issued by a Court of competent jurisdiction, which requires delivery of the Proprietary Information to the Court, or any other person; in such case, the receiving party shall notify the disclosing party if possible within five (5) days of the service upon it of such a Subpoena and cooperate to limit the disclosure to the minimum necessary to comply with the requirements of such demand or process as required by law;
 - 4. Any other disclosure specifically authorized in writing by the disclosing party.
- B. The receiving party may use such Proprietary Information only for purposes in connection with the Subject Matter; the information may not be used for any other purpose, including the manufacture of equipment to which the information pertains.
- C. The receiving party shall mark any complete or partial reproduction of the Proprietary information with a legend which identifies the reproduction as containing Proprietary information subject to restrictions on use, reproduction and disclosure under the terms of this Agreement.

ARTICLE 4

This agreement shall not, in and of itself, be construed as; (a) creating an obligation on either party to furnish Proprietary Information to the other; or (b) granting or conferring any express or implied right, by license or otherwise, for any invention or discovery, any patent covering such invention or discovery, or any trade secret or proprietary technical information; or (c) creating a partnership, joint venture or other business relationship between the parties; or (d) altering any obligations, responsibilities, or rights which any party may have under any contract with the United States.



ARTICLE 5

Exports of data exchanged under this Agreement may be subject to the export laws of the United States including, but not limited to, the U.S. International Traffic in Arms Regulations (ITAR), the Export Administration Act (EAA), the Trading with the Enemy Act (TWEA), and the International Economic Emergency Powers Act (EEPA). The parties shall not export, disclose or transfer any such data directly or indirectly without compliance with these and any other applicable laws and regulations.

ARTICLE 6

In exchanging, disclosing or exporting Proprietary Information hereunder, the Parties agree to comply with all applicable U.S. Department of Defense industrial security regulations and hereby warrant that each of them shall use best efforts to comply with regulations and shall inform the other promptly in the event they cannot or have not done so. To the extent the Parties have or obtain access to information classified by the U.S. Government as "Confidential" or higher ("Security Information"), the provisions of U.S. Department of Defense Manual 5220.22M the "National Industrial Security Program Operating Manual" shall apply. Notwithstanding anything contained herein to the contrary, classified information associated with Proprietary Information shall maintain its status as classified information and be handled accordingly until or unless the U.S. Government declassifies the information and any disclosures of such information shall continue to be subject to the provisions of applicable laws and regulations, notwithstanding the termination or expiration of this Agreement.

ARTICLE 7

This agreement may be terminated by any party on thirty (30) days written notice to the other party hereto. Upon termination of this Agreement, or during the term of this Agreement, each receiving party shall, if requested by a disclosing party, return all Proprietary Information previously delivered to it by the disclosing party, or, alternatively, furnish a certificate attesting to the destruction thereof, within thirty (30) days of said request. Termination shall not relieve the receiving party of its obligations relating to disclosure, duplication and use set forth in Articles 3 and 6 above for Proprietary Information disclosed to it, whether or not returned or destroyed.

ARTICLE 8

Any Party receiving Proprietary information hereunder shall not be liable for inadvertent, accidental or mistaken disclosure or use by its employees of such information, provided that: (a) the receiving party has used the same degree of care as used to protect its own Proprietary Information; provided, however, such care meets at least reasonable standards of prudence, and (b) upon discovery of such disclosure or use, the receiving party endeavors to prevent any further unauthorized disclosure or use. In the event of such discovery of disclosure, the receiving party shall notify the disclosing party of such inadvertent, accidental or mistaken disclosure within three (3) business days of the discovery of the inadvertent, accidental or mistaken disclosure.

ARTICLE 9

The disclosing party has the right to seek and obtain temporary, preliminary and permanent injunctive relief to restrain any unauthorized use or disclosure of its Proprietary Information, and such right is in addition to all other remedies available to that party in law or equity.



ARTICLE 10

Each of the parties agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that mutual discussions are being held without permission of the other party which permission shall not be unreasonably withheld.

ARTICLE 11

This Agreement supersedes all prior communications and understandings between the parties relative to their Subject Matter related information exchanges. This Agreement may only be amended by written instrument executed by the authorized representative of each of the Parties hereto.

ARTICLE 12

This Agreement is governed by and shall be construed in accordance with the laws in effect in the State of South Carolina.

ARTICLE 13

Any notices which are required by this Agreement shall be sent to the Authorized Representatives of the parties as designated below, or if no party designated below, to the Company's executing authority. Either party may change the individuals designated below by written notice to the other:

Designated Individual for: FN Manufacturing, LLC.	Designated Individual for:
Greg Livermore Director of Programs & Contracts	

FN MANUFACTURING, LLC .

ADVANCED MATERIALS & PROCESSES

BY: _____
(Signature)

BY: _____
(Signature)

(Printed Name)

(Printed Name)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

