



Non-Disclosure Agreement (NDA)  
 Harris Corporation, GCSD  
 Wireless Products Group (WPG)/Wireless Solutions

Effective Date: 1/13/2011

In order to protect certain Harris Corporation developed "Title 18" Protected Products, (hereinafter called "Products,") both HARRIS CORPORATION, a Delaware Corporation, through its GCSD Division ("HARRIS") and NEW YORK PD - TARU, FLUSHING, NEW YORK (hereinafter referred to as "Agency") mutually agree as follows:

1. The Products protected under this NDA include, but are not limited to the following:

WPG Title 18 Disc Restricted Products	
Hardware Platforms	
[REDACTED]	X
[REDACTED]	X
[REDACTED]	X
Software	
[REDACTED]	X
[REDACTED]	X
[REDACTED]	X
[REDACTED]	X
Accessory Software	
[REDACTED]	X
Converters	
[REDACTED]	X
Accessories	
[REDACTED]	X
[REDACTED]	X
Power Amplifiers	
[REDACTED]	X
[REDACTED]	X
Handheld	
[REDACTED]	X
[REDACTED]	X
Accessories	
[REDACTED]	X
[REDACTED]	X
Wireless LAN Products	
[REDACTED]	X

2. Harris Corporation's Government Communications Systems Division, Wireless Products Group (hereinafter, "Harris") provides a number of tools, equipment and capabilities, both hardware and software (hereinafter "Products"), that provide users a capability to locate targets of interest. These Products are restricted and other wise controlled under United States Code, Title 18, and by other governing policies, regulations and laws.

Missions utilizing in whole or in part the Harris Products are covered in their entirety by this NDA.

Agency is subject to this NDA and except for Court ordered or other judicially mandated disclosures, will not disseminate, publish or release any information about the operations, missions, equipment, COMOPS, mission or investigation results, methods or any other information related to or arising out of the use, deployment or application of the Products that would be deemed a release of technical data as is described and agreed to under this NDA. In the event of a court ordered or judicially mandated disclosure, Agency shall use its best efforts to make such disclosure in a manner that provides

maximum protection of the information to be disclosed. Agency shall promptly notify Harris upon receipt of such order or mandate and provide a copy of any such written order or mandate.

Further, Agency personnel may be exposed to additional Harris WPG equipment to which it may not have direct access, such as might be used by a federal partner to assist Agency and its personnel in performance of their duties. Agency understands that such exposure is also covered by this NDA and that it shall neither disclose its knowledge of such missions, equipment, CONOPS, mission or investigation results, methods or any other information that would be deemed a release of technical data as is described and agreed to under this NDA, nor will Agency or its personnel demand direct access to such Products through direct or indirect pursuits or inquiries to gain access to such restricted equipment.

Further, Agency will ensure the operation of Harris Products will be restricted to only those personnel permanently assigned to department sections tasked with completing electronic surveillance missions. Authorized personnel should be sworn members who possess arrest authority, but may include full-time civilian employees permanently assigned to the same department sections tasked with supporting electronic surveillance missions.

3. Agency shall not discuss, publish, release or disclose any information pertaining to the Products covered under this NDA to any third party individual, corporation, or other entity, including any affiliated or unaffiliated State, County, City, Town or Village, or other governmental agency or entity without the prior written consent of Harris and shall further limit the circulation and disclosure of information regarding the Products within its own organization to its employees or agents having a "need to know" about the Products and shall ensure that they are informed of the sensitive nature thereof and agree to and are required to observe the provisions of confidentiality set forth herein and under Title 18 of the U.S. Code.
4. This Agreement shall be binding upon the parties, their successors, and assignees. Neither party shall assign this Agreement nor any Product received from Harris pursuant to this Agreement without Harris' prior written consent.
5. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Florida. Jurisdiction and venue shall lie in the State of Florida, Brevard County, for all causes of actions arising under this Agreement.
6. Removal of any Product listed herein from the restrictions under Title 18 of the U.S. Code in no way affects, voids or invalidates this Agreement, it being the intent of the Parties to treat this Agreement as enforceable notwithstanding such removal. Protection of all other Products herein remain in full force and effect.

Agency Representative (Department or Division Head):

End User Lead:

X NYPD - TARU

Agency Organization

Delayne Hurley

Name

Inspector

Title

04/01/2011

Date

X NYPD - TARU

End User Organization

[REDACTED]  
Name

Detective

Title

04/01/2011

Date

Harris Corporation, Government Communications Systems Division:

X

Name

[REDACTED]

Title

Contracts Manager

Date

00/00/0000