

Compliance Testing Program Applicant Agreement

All applicants seeking to participate in the National Institute of Justice (NIJ) Voluntary Compliance Testing Program (CTP) must complete and sign this agreement. The original signed agreement must be submitted to the CTP Manager at the National Law Enforcement and Corrections Technology Center (NLECTC - National) 2277 Research Blvd., MS 8J, Rockville, MD 20850. Upon receipt of the completed agreement, NLECTC - National will sign and return a copy to the applicant accepting their participation in the CTP via email.

Information on the CTP may be found in the *CTP Applicant Package* located on the NLECTC - National website at www.justnet.org. Specific questions or requests for assistance may be directed to NLECTC - National by telephone at 800-248-2742 or 301-519-5060 or by email at bactp@NLECTC.org.

Applicant Information

Please provide business headquarters information below.

Applicant Name: _____

Address: _____

Telephone: _____

Approved Signatory (Name/Title): _____

Approved Signatory Telephone Number/Email: _____

Authorized Representative (Name/Title): _____

Authorized Representative Telephone Number/Email: _____

Manufacturing Location: _____

Address: _____

Manufacturer Contact Name: _____

Title: _____

Telephone: _____

Email: _____

- Check box if manufacturing location(s) has a registered *Quality Management System (QMS) based on ISO 9000:2000* in conjunction with additional body-armor specific *QMS* requirements. If checked, please provide a copy of the current registration certificate.
- _____

Manufacturing Location: _____

Address: _____

Manufacturer Contact Name: _____

Title: _____

Telephone: _____

Email: _____

- Check box if manufacturing location(s) has a registered *Quality Management System (QMS) based on ISO 9000:2000* in conjunction with additional body-armor specific *QMS* requirements. If checked, please provide a copy of the current registration certificate.
- _____

Note: Photo-copy this form if you have additional manufacturing locations.

Agreement

By submitting this application, I/we, on behalf of

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Applicant

hereby acknowledge and agree to the following:

- 1 I/we will provide NIJ, NLECTC - National, and their agents or designees full and complete access, announced or unannounced, to all manufacturing facilities, records, and personnel used in the manufacture of models of equipment listed on the NIJ Compliant Products List. This includes the selection and removal of production samples from manufacturing facilities at the applicant's expense for the purposes of conformity assessment follow-up.
- 2 I/we will not use any model's compliance status in a way that, in the opinion of NIJ:
 - 2.1 is inconsistent with the scope of the model's compliance status
 - 2.2 brings the credibility of NIJ, its agents or designees, or the CTP into question
 - 2.3 is misleading or inaccurate
- 3 I/we agree, upon expiration, withdrawal, suspension, or revocation of compliance status, to immediately cease and desist any and all advertising or statements claiming the compliance status of the affected model(s).
- 4 I/we will use the compliance status only in the manner for which it was issued and reference only the requirements of the specific standard to which the model was found to be compliant.
- 5 I/we will not create or otherwise publish in any form (written, electronic, or Internet) any document, advertisement, product literature, or brochure that references NIJ, NLECTC - National, or the CTP, in a manner that is not consistent with this agreement.
- 6 I/we acknowledge that failure to comply with the provisions of this agreement immediately upon such request by NIJ, its agents, and/or designees constitutes grounds for suspension or revocation of NIJ compliance status.
- 7 I/we agree to maintain a system of traceability between listed model designations, serial numbers, lot numbers, and the purchasers of each product.
- 8 I/we agree to pay all fees and costs incurred during the conformity assessment follow-up process.
- 9 I/we shall not assign this agreement in whole or in part to another party.
- 10 I/we hold NIJ and NLECTC - National officers, directors, and staff harmless and indemnify them from fees arising from any and all claims with respect to the applicant's listed models, to the CTP, to the NIJ compliance statement, and violation of the terms and conditions of this agreement.

- 11 I/we agree to notify NLECTC - National in writing on company letterhead prior to establishing a new production facility or relocating facilities related to the manufacture of NIJ-compliant armor models.
- 12 I/we agree to notify NLECTC - National in writing on company letterhead if the authorized representative changes.

Authorized Representative:

As the applicant's authorized representative, I have the authority to agree to all requirements of this document on the applicant's behalf and attest that all statements are correct and made in good faith.

Signature of Authorized Representative

Date

NLECTC - National Representative Acknowledgement:

Signature

Date

Name (Please print/type)