

NIJ-Approved Laboratory Application and Agreement

All laboratories seeking to participate in the National Institute of Justice (NIJ) Voluntary Compliance Testing Program (CTP) must complete and sign this document. The original signed document must be submitted to the CTP manager at the National Law Enforcement and Corrections Technology Center (NLECTC-National), 2277 Research Boulevard, MS 8J, Rockville MD 20850. NLECTC-National will acknowledge receipt of the document via email and will begin the approval process as outlined in the *CTP Laboratory Package*. Upon successful completion of this process, NLECTC-National will sign and return a copy of this document to the laboratory.

Information on the CTP may be found in the *CTP Laboratory Package* located on the NLECTC-National website 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.

Part I: Application

If additional space is needed for a response, a separate sheet of paper with numbered answers corresponding to the numbered questions below will be satisfactory.

1. Provide the legal name, full address, telephone number, fax number, e-mail address, and internet address (if available) of your laboratory.

2. Attach to this document an organization chart and a list of personnel directly involved in body armor testing and their respective job descriptions. Include all managers, supervisors, engineers, and technicians on this list.
3. Identify the person(s) who will serve as the Approved Signatory for compliance test reports.

4. Identify the state(s) in which the laboratory is licensed as a business entity.

5. Identify and describe any affiliations within the past five years between the laboratory and other business entities involved in the manufacture of body armor or its components.

Part II: Agreement

Laboratories seeking to become a National Institute of Justice (NIJ) Approved Test Laboratory for the Voluntary Compliance Testing Program (CTP) must complete and sign this agreement.

On behalf of _____, I/we agree to the following
Laboratory

conditions and acknowledge that failure to comply with any of these terms will result in the revocation of NIJ-approved laboratory status:

- 1. Accreditation:** The laboratory shall be currently accredited by the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP).
- 2. Laboratory Independence:** The laboratory shall be an independent third-party laboratory and conduct all CTP body armor testing within the United States.
- 3. Conflicts of Interest:** The laboratory shall demonstrate to NIJ's satisfaction its freedom from potential conflicts of interest and maintain an independent decisional relationship(s) between the laboratory and its clients, affiliates, contractors, and other organizations. When contracting with a secondary laboratory to perform any nonballistic portion of the NIJ standard's testing protocol, the NIJ-approved laboratory must ensure that the secondary laboratory also meets this requirement.
- 4. Capability to Perform Testing:** The laboratory shall have the capability to perform all ballistic test methods contained within the current NIJ standard.
- 5. NIJ Standards:** The laboratory shall have a copy of the appropriate current NIJ standard and any revisions or addendums. The laboratory shall implement the standard and any changes or revisions within the time period specified by NIJ.

Article I. **Interpretation of NIJ Standards:** The laboratory shall direct any questions concerning the application and interpretation of the standard to the CTP for guidance and clarification.

Article II. **CTP Test Results:** The laboratory shall use and submit the appropriate and current Excel® spreadsheet provided by the CTP for reporting all official test results. There are two Excel spreadsheets:

- Compliance Test Report for type testing
- Periodic Test Report for conformity assessment follow-up testing

The laboratory shall not make any modifications to the format or calculations of the templates of either Excel® spreadsheet.

The laboratory shall release test reports and all information related to official compliance testing to the CTP upon completion of compliance testing and at the request of the CTP.

- 6. Proprietary Data:** The laboratory shall have policies and procedures in place to safeguard confidentiality of the information obtained in the course of the compliance testing.
- 7. Notification of Retest Failure:** The laboratory shall notify the CTP immediately in the event of a retest failure of any armor that is listed on the NIJ Compliant Products List. This notification shall be in the form of a telephone call and either an email or written correspondence.
- 8. Appeals, Complaints, and Disputes:** The laboratory shall abide by the process for appeals, complaints, and disputes as outlined in the *CTP Laboratory Package*. The laboratory shall maintain records of all actions taken in response to testing complaints for a minimum of five years.
- 9. Indemnification:** The laboratory shall hold officers, directors, and staff of the following organizations harmless and indemnify them from fees arising from any and all claims with respect to compliance testing of body armor: US Department of Justice, US Department of Commerce, and Lockheed Martin Corporation (NLECTC-National).
- 10. Import and Export:** The laboratory shall comply with all U.S. rules, regulations, codes, and laws regarding the importation and exportation of body armor.
- 11. Laboratory Changes that May Affect NIJ Approval Status:** The laboratory shall provide to the CTP within thirty days any changes that affect the laboratory's:
 - Legal, commercial, organizational, or ownership status
 - Organization and management; e.g., key managerial staff
 - Policies or procedures, where appropriate
 - Personnel, equipment, location of facilities, working environment or other resources, where significant
 - Authorized Representative or Approved Signatories
 - Any changes to NVLAP accreditation status

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

Signature

Date

Name (Please print/type)

NLECTC - National Representative Acknowledgement:

Signature

Date

Name (Please print/type)