

Document Name: NIJ Approved Test Lab Agreement	Approval Date: dd Mmm yyyy
Revision: 07 Dec 2015	Implementation Date: dd Mmm yyyy
OMB Number: 1121-0321	Expires: dd Mmm yyyy

National Institute of Justice

Approved Test Laboratory Application and Agreement

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This information is being requested pursuant to 6 U.S.C. 162(b)(4) and 6 U.S.C. 162(b)(6)(B). The disclosure is voluntary. The information provided on this form will be used by the National Institute of Justice (NIJ) to administer the NIJ Compliance Testing Program (NIJ CTP), a conformity assessment program for products used by criminal justice practitioners. Participation is voluntary.

PRIVACY ACT NOTICE: See Section 19 of this document for nature and extent of confidentiality.

The agreement contained in this document is dated when signed by the Test Laboratory Representative, and is between the Test Laboratory and the Conformity Assessment Body ("CAB"), which consists of both NIJ and the recipient of Cooperative Agreement Number 2014-IJ-CX-K004 issued by the Office of Justice Programs (OJP), NIJ.

The CAB implements the functions of the NIJ CTP, a program funded by NIJ, which in turn is part of the U.S. Department of Justice (DOJ), OJP. NIJ monitors and directs the administration of the NIJ CTP.

This agreement shall constitute the entire agreement that governs the CAB's relationship to the Test Laboratory pertaining to the Test Laboratory's participation in the NIJ CTP as an NIJ Approved Test Laboratory, and shall supersede all other agreements between the CAB and the Test Laboratory concerning participation in the NIJ CTP as an NIJ Approved Test Laboratory.

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@justnet.org.

Please provide business headquarters information below.

Legal Name: _____

Laboratory Address: _____

Telephone: _____

Email Address: _____

Internet Address: _____

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Program area in which your laboratory is seeking NIJ-approved status:

- ☐ NIJ Standard-0101.06; Ballistic Resistance of Body Armor
 - ☐ Section 5, Flexible Armor Conditioning Protocol
 - ☐ Section 6, Hard Armor Conditioning Protocol
 - ☐ Section 7, Ballistic Test Methods
- ☐ NIJ Standard-0115.00, Stab Resistance of Personal Body Armor
- ☐ NIJ Standard-0112.03, Revision A; Autoloading Pistols for Police Officers
- ☐ Other: _____

Part I Application

The following information concerning the Test Laboratory must be included with this completed document before the application can be considered complete:

- a. National Voluntary Laboratory Accreditation Program (NVLAP) Certificate of Accreditation to ISO/IEC 17025 along with the associated scope;
- b. quality policy statement (ISO/IEC 17025, 4.2);
- c. organization chart;
- d. list of personnel who have an impact on testing;
- e. list of approved signatories (name and title);
- f. quality manager identification and contact information (ISO/IEC 17025, 4.1.5 i);

Note: Items c, d, e and f of this section may be combined into a single document.

- g. method used by laboratory to indicate approved signatory authorization on electronic test reports that is fully compliant with the applicant's management system (compliant with ISO/IEC 17025 and NIST Handbook 150); and
- h. a *threats to impartiality* risk management plan that:
 - i. identifies *threats to impartiality* covering the past five years,
 - ii. assesses those identified risks, and
 - iii. manages those risks in order to reduce them to an acceptable level.

Note 1: Examples of *threats to impartiality* include the following: if the test laboratory is part of a larger organization, any additional services provided in support of product development or research and any employee's previous relationship to clients.

Note 2: Examples of *services provided in support of product development or research* include any testing where the Test Laboratory provides interpretation of test results or where opinions are provided concerning the performance or construction of products.

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Part II: Agreement

The Test Laboratory expressly acknowledges and agrees as follows:

1. NIJ may deny access to or remove any Test Laboratory from the NIJ Approved Test Laboratory program at any time the laboratory fails to comply with this agreement or if NIJ no longer has confidence in the laboratory's ability to provide reliable test results.
2. The Test Laboratory shall maintain an independent decisional relationship between the laboratory and its clients, affiliates, contractors and other organizations.
3. The Test Laboratory shall not be a part of a legal entity that is engaged in the design, manufacture, supply or purchase of body armor except where purchase is necessary for the operations of the Test Laboratory.
4. All testing used to generate results for the NIJ CTP shall be performed in the United States and in accordance with the specified standard, ISO/IEC 17025, NVLAP requirements and any additional instructions provided by the NIJ CTP.
5. The Test Laboratory shall have documented policies/procedures for compliance with International Traffic in Arms Regulations, Export Administration Regulations and any other applicable U.S. rules, regulations, codes and laws regarding the importation and exportation of body armor and other types of equipment.
6. The Test Laboratory agrees to participate in any NIJ CTP conformity assessment surveillance program associated with the laboratory's NIJ Approved Test Laboratory Scope.
7. The Test Laboratory shall maintain current copies of all standards on its NIJ Approved Test Laboratory Scope. The laboratory shall also maintain copies of all associated NIJ CTP Administrative Clarifications. The laboratory shall direct any questions concerning the application and interpretation of NIJ Standards to the NIJ CTP for guidance and clarification.
8. The Test Laboratory shall not subcontract conditioning or testing to another organization unless the subcontract lab appears on the NIJ CTP website as an NIJ Approved Test Laboratory and the work is within that laboratory's NIJ-approved scope.
9. Quality and technical records shall be maintained for at least 10 years.
10. The laboratory shall provide immediate notice to the NIJ CTP if at any time it is no longer able to comply with the requirements of this agreement. The laboratory shall also provide notice to the NIJ CTP within 30 days of any changes to information provided as part of the laboratory's application including items listed in Part I of this document. Notices of changes shall be accompanied by revised application documentation.

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11. The Test Laboratory shall periodically be asked to renew its status by repeating the application process. This will typically occur every two years but may be changed by a notification from the CAB. Test Laboratories that fail to renew when requested may have their NIJ Approved Laboratory Status immediately withdrawn.
12. The Test Laboratory shall not make any modifications to the format or calculations contained in test reports supplied by the NIJ CTP.
13. For those tests where the NIJ CTP issues a Test ID Number or FIT ID Number, testing shall not begin before that number has been assigned.
14. Test results supplied to the NIJ CTP:
 - a) shall be reported using the current applicable NIJ CTP test report if one is made available by the NIJ CTP;
 - b) shall be transmitted within five business days of completing tests using a secure method approved by the NIJ CTP;
 - c) may be rejected by the NIJ CTP if they do not meet NIJ CTP requirements;
 - d) shall be supplied to the NIJ CTP in the original electronic file format as supplied by the NIJ CTP (Excel);
 - e) shall be supplied to the NIJ CTP as an electronic record in a format that meets the following requirements:
 - i. fully compliant with the applicant's management system (that is compliant with ISO/IEC 17025 and NIST Handbook 150),
 - ii. includes an approved signatory authorization, and
 - iii. is resistant to accidental changes.

Note: Items d and e may be accomplished with a single electronic file that complies with both requirements or with two different files (one for each requirement).

15. The Test Laboratory shall forward the required samples to the NIJ CTP following completion of testing.
16. All Test Laboratory complaints or disputes that may arise in connection with this agreement shall be settled in accordance with the following procedures. Any complaints expressed by the laboratory in writing to the NIJ CTP shall be investigated and action will be taken by the NIJ CTP to respond. If resolution to a complaint is not satisfactory to the laboratory, the laboratory may request an appeal. The request for appeal shall be in writing, signed, and addressed to NIJ with any evidence pertinent to the appeal. At NIJ's discretion, a Special Review Committee of technical experts and practitioners may be convened to review the appeal and provide NIJ an opinion. NIJ alone shall make all final decisions concerning appeals.

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17. In consideration of NIJ's recognition of the Test Laboratory as an NIJ Approved Laboratory, the Test Laboratory expressly waives, releases, and exempts the CAB and its managers, employees, technical experts, and subcontractors from any and all liability, claims, demands, actions, or causes of action whatsoever for any alleged loss, damage, or injury. This release and waiver is intended to, and does, cover all claims arising in tort as well as those arising under any state or federal statute that in any way arise out of, or relate to, the NIJ Approved Test Laboratory program or the CAB's conformity assessment activities.
18. The CAB shall use reasonable efforts to maintain as confidential all information identified as "Confidential Commercial Information" that it obtains from the Test Laboratory. Confidential Commercial Information shall not include information that is:
- publicly available;
 - subsequently acquired by the CAB from other sources in a manner that does not constitute a breach of this agreement;
 - disclosed by the CAB when deemed, at its sole discretion, to be necessary to the performance of conformity assessment activities;
 - required to be produced pursuant to an order or command of any judicial or regulatory authority;
 - required by any common law or statutory duty; or
 - disclosed in the interest of officer safety.

(an officer or representative of the Test Laboratory who has the authority to bind it)

(Name/Title): _____

Telephone Number: _____

E-mail: _____

The Test Laboratory agrees to the terms of this agreement and warrants that it has made no alterations to its text. The undersigned represents and warrants that he/she is authorized to execute this agreement on behalf of the Test Laboratory and is signing this agreement on the date stated opposite the **Test Laboratory** signature.

Test Laboratory Representative

Date