

National Type Evaluation Program (NTEP) Committee Interim Report

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Program Manager
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500 INTRODUCTION

The National Type Evaluation Program (NTEP) Committee (hereinafter referred to as “Committee”) submits this Interim Report for consideration by the National Conference on Weights and Measures (NCWM). This report contains the items discussed and actions proposed by the Committee during its Interim Meeting in Jacksonville, Florida, January 21 - 24, 2007.

This Report contains many recommendations to revise or amend National Conference on Weights and Measures (NCWM) Publication 14, Administrative Procedures, Technical Policy, Checklists, and Test Procedures or other documents. Proposed revisions to the publication(s) are shown in **bold face print** by ~~striking out~~ information to be deleted and underlining information to be added.

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*NTETC Sector Meeting Summaries are included in the CD version and online version of the NCWM Publication 16 and will not be included in hard copies of the publication. Hard copies are available upon request from the NIST technical advisor.

**Table C
Glossary of Acronyms***

BIML	Bureau of International Legal Metrology	IR	International Recommendation
BOD	NCWM Board of Directors	MAA	Mutual Acceptance Arrangement
CC	NTEP Certificate of Conformance	NCWM	National Conference on Weights and Measures
CD	Committee Draft ¹	NTETC	National Type Evaluation Technical Committee
CIML	International Committee of Legal Metrology	OIML	International Organization of Legal Metrology
CPR	Committee on Participation Review	PTB	Physikalisch-Technischen Bundesanstalt
DD	Draft Document ²	R	Recommendation
DR	Draft Recommendation ²	SC	Subcommittee
DV	Draft Vocabulary ²	TC	Technical Committee
DoMC	Declarations of Mutual Confidence	WD	Working Document ³

¹ CD: a draft at the stage of development within a technical committee or subcommittee; in this document, successive drafts are numbered 1 CD, 2 CD, etc.

² DD and DR: draft documents approved at the level of the technical committee or subcommittee concerned and sent to BIML for approval by CIML.

³ WD: precedes the development of a CD; in this document, successive drafts are number 1 WD, 2 WD, etc.

* Explanation of acronyms provided by OIML.

**Details of All Items
(In Order by Reference Key Number)**

1. Test Data Exchange Agreements

Background/Discussion: This item was included on the Committee's agenda in 1998 to provide an update on NTEP's work to establish bilateral and multilateral agreements. Under such agreements and arrangements, manufacturers would be able to submit their equipment to any of the participating countries for testing to OIML-recommended requirements. The resulting test data would be accepted by other participants as a basis for issuing each country's own type approval certificate. Following is a report on the three types of test data exchange agreements:

Mutual Acceptance Arrangement (MAA):

Background: During the 2006 NCWM Interim Meeting, the full NCWM Board carefully considered this issue and the recommendation of the NTEP Committee. Significant discussion was held on this issue with the primary focus on the desire to become a utilizing member (Country B) for the DoMC that will cover OIML R 60 Load Cells. Significant comments also came from the full membership during the 2006 NCWM Interim Meeting open hearings on this issue. In addition, a very large group attended a late evening meeting on this topic. The participants in this meeting asked many important questions and demonstrated a high level of interest in the NCWM's direction regarding MAAs. The NTEP Committee acknowledges and thanks this group of participants for their significant contributions in discussing this issue.

The decision of the Board was to accept the recommendation of the NTEP Committee and indicate the intention of signing the DoMC for OIML R 60 Load Cells as a utilizing member. The NCWM Board indicated no interest at this time in being a utilizing participant for OIML R 76 "Non-automatic Weighing Instruments" (NAWI). The intent is to investigate various alternatives and determine if a laboratory can be established that will allow the NCWM to be an issuing participant in the DoMC for OIML R 76. It was clearly stated that this laboratory would have to be "viable" and that the NCWM must fully understand the effect such a signing may have on NTEP, existing NTEP labs, and our standards development process in the NCWM. It was also stated that it is not clear at this time if funding for such a laboratory is available.

The DoMC for OIML R 60 was signed by NCWM Chairman Don Onwiler at the 2006 NCWM Annual Meeting.

Current Comment: On September 29, 2006, the International Bureau of Legal Metrology (BIML) issued a circular notifying CIML members and OIML Issuing Authorities that the first two Declarations of Mutual Confidence (DoMCs) for OIML R 60 (Load Cells) and R 76 (Non-automatic Weighing Instruments) have been officially published on the MAA pages of the OIML website (www.oiml.org). The publication is in the form of two summaries of the individual registration forms signed by each participant. Five countries signed the R 60 DoMC as both Issuing and Utilizing Participants (an 'Issuing Participant' is one that performs tests and issues certificates under the DoMC), and another eleven countries signed as only Utilizing Participants (Country B's). The United States (National Conference on Weights and Measures, Inc.) is listed as a Utilizing Participant. Seven countries signed the R 76 DoMC as both Issuing and Utilizing Participants, and another eight countries signed as only Utilizing Participants. The United States did not sign the R 76 DoMC. The complete listing can be found on the OIML website.

The NCWM and NTEP look forward to the opportunity to work with our international partners in the DoMC for OIML R 60. The NTEP director reported that NTEP is now prepared to accept OIML MAA Evaluation Reports for R 60 submitted along with an appropriate NTEP application. After review of the information contained in the OIML Evaluation Report and any additional requirements that may be required, and provided that all requirements have been met, an NTEP Certificate of Conformance (CC) will be issued.

Now that the DoMCs for R 60 and R 76 have been signed, the 'definitive' CPR is established (the NCWM is a member). All Issuing Participants of the DoMC must now issue OIML MAA Certificates for R 60 and R 76

devices, except for what are being called 'basic' (old-style) certificates that had already been applied for earlier. A termination date for issuing 'basic' certificates was discussed at the 41st CIML meeting in Cape Town, South Africa, in October 2006 and was provisionally set for December 31, 2008. The final termination date will establish when NTEP can no longer issue 'basic' OIML certificates.

OIML TC 3/SC 5 will start revising both publication B 10-1 (MAA) and publication B 3 "OIML Certificate System for Measuring Instruments" in 2007, based on issues that have arisen and been discussed in the CPR and CIML meetings. A number of these issues were discussed at the Cape Town CIML meeting, and several MAA-related resolutions were approved at that time (see OIML Report in the NCWM Board of Directors' Committee Report, Appendix A) since it was agreed that decisions were needed before the revision process could be completed. TC 3/SC 5 is also circulating to its members for comment and vote a Draft Guide for the application of ISO/IEC 17025 to legal metrology and a 2 CD of the OIML Guide for the application of ISO/IEC Guide 65 to legal metrology.

The BIML has also announced a new CPR and DoMC for OIML R 49 (water meters), with the 'provisional' CPR to be established by January 31, 2007. It is not anticipated that the United States will take part in this CPR, at least not at this time.

For further information on the MAA and its implementation, please contact Mr. Steve Patoray, NTEP Director, at (828) 859-6178 or spatoray@mgmtsol.com or Dr. Charles Ehrlich at charles.ehrlich@nist.gov or at (301) 975-4834 or by fax at (301) 975-8091.

Bilateral Agreements: No additional discussions have been held on this topic, pending the outcome of the MAA discussions.

NTEP-Canada Mutual Recognition Program: No additional areas of MRA activities have been identified.

2. NTEP Participating Laboratories and Evaluations Reports

At the 2007 NCWM Interim Meeting, Stephen Patoray, NTEP Director, updated the Committee on NTEP laboratory and administrative activities since October 1, 2006.

The NTEP weighing and measuring laboratories held a joint meeting in April 2006 in Annapolis, Maryland. The NTEP weighing laboratories also met in September 2006 before the meeting of the Weighing Sector in Annapolis. The NTEP measuring laboratories also met in October 2006 prior to the Measuring Sector meeting in Annapolis.

During the 2006 NCWM Annual Meeting, the NTEP Director, Steve Patoray, reported that the number of authorized NTEP labs has not changed within the last year. He also indicated that the NTEP Committee and he are watching the backlog at the NTEP laboratories closely. At the present time, the backlog at the NTEP laboratories continues at near average levels, after a period of several months at a much higher level.

Current Comment: Steve Patoray updated the Committee on any outstanding issues related to the NTEP participating labs.

It was reported by Julie Quinn (MN) that the state is interested in becoming an NTEP-authorized laboratory for weighing devices evaluated in the field (e.g., weighing/load-receiving elements, such as vehicle, livestock, hopper). The state has begun to prepare for the training that will be required. It was reported that some final details are now being worked out.

There have been no other changes in the number of authorized laboratories. Steve Patoray reported that all the laboratories are now operating with full staff and have completed all equipment upgrades and physical moves.

Upcoming meetings:

NTEP Laboratory Meeting	May 2007	Sacramento, California
Software Sector	May 2007	Sacramento, California
Grain Analyzer Sector	August 2007	Kansas City, Missouri
Weighing Sector	September 2007	Sacramento, California
Measuring Sector	October 2007	Little Rock, Arkansas

NTEP Participating Laboratories and Evaluations Report

NTEP Application Statistics 10/01/06 - 12/31/06			
	Previous Quarter	Current Quarter	Total To Date
	10/01/2005 - 12/31/2005	10/01/2006 - 12/31/2006	10/01/2000 - 12/31/2006
Applications Processed	48	55	1541
Applications Completed	15	52	1321
New Certificates Issued	59	58	1431
Certificates Distributed to State Directors	75	63	1414
Certificates Posted to Website	51	48	3966
Current Active NTEP Certificates (12/31/2006)	-	-	1597
	Average		Median
Time for NCWM to Assign an Evaluation	11		8
Time for NCWM to Review a Draft Certificate	8		6
Time for Complete Evaluation (Completed NCWM Assignments)	184		130

3. NTETC Sector Reports

Background:

Grain Analyzer Sector: The NTETC Grain Analyzer Sector held a meeting in Kansas City, Missouri, on August 23 - 24, 2006. A draft of the final summary was provided to the Committee for review and approval prior to the 2007 NCWM Interim Meeting.

The next meeting of the Grain Analyzer Sector is scheduled for August 2007 in Kansas City, Missouri. For questions on the current status of Sector work or to propose items for a future meeting, please contact the sector technical advisors:

Diane Lee
NIST WMD
100 Bureau Drive – Stop 2600
Gaithersburg, MD 20899-2600
Phone: (301) 975-4405
Fax: (301) 975-8091
e-mail: diane.lee@nist.gov

Jack Barber
J.B. Associates
10349 Old Indian Trail
Glenarm, IL 62536
Phone: (217) 483-4232
e-mail: jbarber@motion.net

Measuring Sector: The NTETC Measuring Sector met October 20 - 21, 2006, in Annapolis, Maryland. A draft of the final summary was provided to the NTEP Committee for review and approval during the 2007 NCWM Interim Meeting.

The next meeting of the Measuring Sector is scheduled for October 2007 in Little Rock, Arkansas, in conjunction with the Southern Weights and Measures Association's Annual Meeting. For questions on the current status of sector work or to propose items for a future meeting, please contact the sector technical advisor:

Richard Suiter
NIST WMD
100 Bureau Drive – Stop 2600
Gaithersburg, MD 20899-2600

Phone: (301) 975-4406
Fax: (301) 975-8091
e-mail: rsuiter@nist.gov

Weighing Sector: The NTETC Weighing Sector met September 26 - 28, 2006, in Annapolis, Maryland. A final draft of the meeting summary was provided to the NTEP Committee for review and approval during the 2007 NCWM Interim Meeting.

The next Weighing Sector meeting is scheduled for September 2007 in Sacramento, California. For questions regarding the current status of sector work or to propose items for a future meeting, please contact the sector technical advisor:

Steven Cook
NIST WMD
100 Bureau Drive – Stop 2600
Gaithersburg, MD 20899-2600

Phone: (301) 975-4003
Fax: (301) 975-8091
e-mail: stevenc@nist.gov

Steve Patoray reported that the previous year's sector reports could be found on the NCWM website. He also reported that, if contacted, he can supply anyone interested with all previous sector reports.

Current Comment: The Committee heard the report of each of the National Type Evaluation Technical Committees (NTETC) Sectors at the 2007 NCWM Interim Meeting. This was presented by Steven Cook, Technical Advisor, and Stephen Patoray, NTEP Director. The NTEP Committee also heard and considered several other items recommended by the Multiple Dimension Measuring Device (MDMD) Work Group (WG) and the Automatic Weighing Systems (AWS) WG. In addition, one item related to the laboratory method of test for automatic zero-setting mechanism (AZSM) was also heard and considered. There were also several items regarding taximeter checklist that were heard and considered.

All items submitted by the Weighing, Measuring and Grain Analyzer Sectors were accepted with one exception. The NTEP Committee considered additional comments on the recommendation of the Weighing Sector to change the term "designation" to "identifier." It was determined by the NTEP Committee based on those comments and additional discussion on this item that the term "designation" currently in NCWM Publication 14 is more precise. It was also determined that the use of this word did not deviate from the intent of NIST Handbook 44.

Recommendations for changes to the NCWM Publication 14 taximeter checklist were also accepted. During the review of the taximeter checklist, it was discovered that there may need to be a clarification in NIST Handbook 44 and in NCWM Publication 14 regarding taximeters with multiple rate capabilities. The NIST technical advisor will begin to gather information on this item and will keep all appropriate parties informed of any needed changes or clarifications.

The NTEP labs reported that the testing criteria listed in NCWM Publication 14 Digital Electronic Scales regarding Auto Zero-Setting Mechanism is not consistent with the method currently used by all of the authorized NTEP laboratories, Measurement Canada, or OIML R 76. It was the decision of the NTEP Committee that an *ad hoc* procedure be documented for the NTEP labs to reflect the current methods now being used. This item will be submitted to the Weighing Sector for consideration at the next regular meeting in September 2007.

4. NTEP Participation in U.S. National Work Group on Harmonization of NIST Handbook 44, NCWM Publication 14 and OIML R 76 and R 60

Background: The Secretariat for OIML TC 9/SC 1 recently submitted the 2 CD of OIML R 76-1 "Non-automatic Weighing Instruments" to the participating members of TC 9/SC 1 for review, comment, and vote. The 2 CD was developed based on an analysis of the 1992 edition OIML R 76, answers from OIML TC 9/SC 1 members to a questionnaire distributed in May 2002, and comments on the December 2003 WD for R 76. The 2 CD includes the changes to the December 2003 WD and the December 2004 1 CD based upon comments and recommendations of the U.S. National Work Group (USNWG) and other countries on R 76.

The United States submitted 27 recommendations and requests for clarifications to the secretariat of TC 9/SC 1 on the 1 CD and opposed the 1 CD being elevated to a Draft Recommendation. Eighteen of the U.S. recommendations and requests for clarification were accepted by the secretariat, four recommendations resulted in alternate language proposed by the secretariat, and five recommendations were not accepted by the secretariat. The Secretariat provided the United States with a reason why the remaining comments were not accepted.

The Secretariat has already registered the 2 CD of R 76-1 as a DR in order not to prolong the revision process at the technical committee level provided that the 2 CD receives approval.

During the 2005 Annual Meeting, NIST WMD asked the USNWG for R 76 and other interested individuals, organizations, and associations to review the 2 CD and submit any comments, along with recommended language and technical justifications to NIST WMD. During the 2006 NCWM Interim Meeting, Steven Cook, NIST WMD, provided the committee with an update to the revision of R 76 and indicated that the United States would vote in favor of the 2 CD.

Current Comment: At its October 2006 meeting in Cape Town, South Africa, the 41st CIML approved DR 7: R 76-1 Non-automatic weighing instruments, Part 1: Metrological and technical requirements – Tests. The DoMC for R 76 will need to be updated to reflect the changes included in the new revision of R 76. Although the review of R 76 has been completed, OIML has indicated a willingness to revisit the Recommendation to consider including a large-capacity class similar to the current Handbook 44 Class III L and the Canadian Class III HD, plus other additional requirements that were identified in the DoMC deliberations. WMD will be working with its Canadian counterparts to develop a North American Heavy-Duty Device Class and tolerance if R 76 is reopened.

5. Software Sector

Background: The first meeting of the Software Sector was April 5 - 7, 2006, in Annapolis, Maryland.

At this time the recommended scope of the Software Sector is to:

- Develop a clear understanding of the use of software in today's weighing and measuring instruments.
- Develop NIST Handbook 44 specifications and requirements, as needed, for software incorporated into weighing and measuring devices. This may include tools for field verification, security requirements, identification, etc.
- Develop NCWM Publication 14 checklist criteria, as needed, for the evaluation of software incorporated into weighing and measuring devices, including marking, security, metrologically significant functions, etc.
- Assist in the development of training guidelines for weights and measures officials in verifying software as compliant to applicable requirements and traceable to an NTEP Certificate. Educational material for manufacturers, designers, service technicians, and end users may also be considered.

SOFTWARE SECTOR Meeting Summary Annapolis, Maryland April 5 - 7, 2006

Note: Underlined "D-SW" sections refer to International Document (OIML D-SW) "General Requirements for Software Controlled Measuring Instruments."

Action items:

1. Software identification (model/version, help screen, etc.)
 - a. Built for Purpose
 - b. Not Built for Purpose
 - c. Version number or greater
2. Software protection/security D-SW 5.1.3
 - a. Identification of unapproved/unauthorized software
3. Storage of data, D-SW5.2.3 and subsections, automatic storing and transmission
4. Software maintenance and reconfiguration D-SW5.2.6
5. D-SW Section 7. verification in the field—needs work
6. Mfg. documentation to be submitted, change to the NTEP application D-SW 6.1.1
7. Definitions of Software-based Device, etc.

The group agreed that Jim Truex should continue on as Software Sector chairman. Mr. Truex asked Steve Patoray to continue on as technical advisor to the Software Sector. It was requested that NIST consider the role of technical advisor in the future as they currently do with other sectors.

The Software Sector met for a second time on October 18 - 19, 2006, in Annapolis, Maryland. Much discussion was held on the above action items. It was clear that additional work is needed to find consensus on these various items. Additional meetings are needed to complete the work of this Sector. There will be a request to the NCWM Board for additional funding for future meetings.

Current Comment: The NCWM BOD heard and reviewed a request from the Software Sector Committee Chair, Jim Truex, for funding for an additional meeting of the Software Sector during this fiscal year (2006/2007). After considering this item, and the potential cost savings with holding the Software Sector meeting in conjunction with

the NTEP Lab meeting in May 2007, the NCWM BOD agreed to fund this meeting and direct the Software Sector to begin meeting on a yearly cycle in conjunction with the NTEP Lab meeting. Meeting announcements will be sent out to Sector members as soon as the dates and times for this meeting are finalized.

This item will be removed from future NTEP Committee reports. Further updates on progress of the Software Sector will be found in the annual NTEP Sector Reports in the NCWM Interim Agenda, and Interim and Annual Reports of the sector to the NTEP Committee.

6. Conformity Assessment Program

Background: At the fall 2006 NTEP Committee Meeting, the Committee discussed the current status of this project. The following items were noted:

Certificate Review: The question is how this would be accomplished given the limited resources of the NCWM. It was suggested that this item may need to continue on a "back burner" until resources can be clearly identified before proceeding with the project in an efficient, thorough, and accurate manner.

Initial Verification: This part of the project is moving forward. The WG chairman, Lou Straub, has received data from several states on small-capacity price computing scales. The WG is currently finalizing a checklist for retail motor-fuel dispensers and vehicle scales.

Verified Conformity Assessment Program (VCAP): The WG chairman provided the NCWM Board with a final version of the WG report at the 2006 NCWM Annual Meeting. This report will form the basis of the technical policy. Additional work will be needed. At the 2006 NCWM Fall Board Meeting, additional discussion was held on this item, and a small WG will be formed to define the remaining elements of this program.

Current Comment:

Certificate Review: Steve Patoray reported that this item continues on the "back burner" until funding can be identified for this project.

Initial Verification: Lou Straub, WG Chair, reported that the pilot of Initial Verification for Small-Capacity Scales has been completed. There were several state and local jurisdictions that submitted information. All of the data has been forwarded to NCWM staff for safekeeping. It was also reported that Steve Malone, NE, is working on a database format for logging in the data. In addition, Lou Straub reported that the WG continues to develop a checklist for vehicle scales and retail motor-fuel dispensers.

VCAP: Steve Patoray reported that the NCWM Board at its October 2006 meeting directed him to form a small WG to take the final report of the VCAP WG presented to the BOD in July 2006 and begin to develop the necessary details to define the program. Steve reported that the WG had met one time and had identified seven action items that needed attention. The information will be developed over the next several months and will be sent to others for comment and review. It was reported that the WG plans to make a formal presentation on its progress at the NCWM Annual Meeting in 2007.

7. NTEP Certification of Residential Type Water and Vapor Meters

Background: A request was received from one state for NTEP to conduct evaluations and certify residential-type water meters and vapor meters. The main usage of such a device is in sub-metering. A discussion was held on this item at the Measuring Sector meeting in October 2006. There was insufficient representation from the manufacturers of this type of device to come to a consensus on this item; however, two WGs were formed consisting of interested parties regarding these device types. The sector chairman, Mike Keilty, will draft a letter to be sent to device manufacturers of these device types with a request for comments, recommendations, and additional information on sub-metering standards and policies from other agencies and municipalities.

Current Comment: Steve Patoray reported that these items were discussed at the most recent Measuring Sector meeting in October 2006. Mike Keilty, Measuring Sector Chair, reported that he had begun to contact interested

parties and other associations that may have an interest in this type of certification. Comments during the open hearing at the 2007 NCWM Interim Meeting suggested that NTEP might also need to be concerned with other federal or state agencies that may also regulate these types of devices. The Measuring Sector will continue to work on this issue.

The NTEP Committee reported that this item will be removed from its agenda and can be found in the future in the Sector reports of the Measuring Sector.

8. Use of NTEP Logo

Background: The NTEP logo is a registered trademark of the NCWM. NCWM Publication 14 Administrative Policy provides some parameters on the appropriate use of the logo. Over the past several months, NTEP has been attempting to resolve an issue of misuse of the NTEP logo. During this time, the NTEP Committee and the NCWM Board have discussed developing a systematic method of addressing misuse of the NTEP logo in the future. A WG was formed during the 2006 Annual Meeting with the charge to develop draft form letters that could be used by NTEP to inform anyone believed to be misusing the NTEP logo. Additionally, NCWM staff was directed by the Board to obtain advice from legal counsel as to the appropriate methods of deterring misuse of the logo. Legal counsel recommended that a license agreement be implemented between the NCWM and anyone wishing to use the NTEP logo. This agreement would provide allowances and limitations on the use of the logo. The license agreement, along with form letters drawn up by legal counsel, was submitted to the NCWM Board for discussion. The Board has recognized that this change in policy relating to the use of the NTEP logo is significant. Therefore, the NTEP Committee is presenting the proposed license agreement for review and requested comments from NCWM membership during the 2007 Interim Meeting. A DRAFT copy of the license agreement can be found in Appendix A.

Current Comment: The NCWM Board and NTEP Committee received several comments and questions prior to the NCWM Interim Meeting. These questions and comments were forwarded to legal counsel for review and comment. The comments from legal counsel were all forwarded to the BOD members for review. Also several comments were heard by the NTEP Committee during the open hearings. All of these comments were considered and discussed fully.

One suggestion was that the act of agreeing to NTEP policy for use of the NTEP logo could be incorporated into the application for an NTEP evaluation rather than signing a separate license agreement. The NTEP Committees agreed this approach would be much simpler, but that it only addresses holders of NTEP CC's, and would only apply to a single CC. After additional discussion and suggestions from members, the NTEP Committee decided to use the invoice for annual maintenance fees as the vehicle to reaffirm agreement by holders of CC's to adhere to NTEP policy for use of the logo. No additional fees will be applied. For those who do not hold an active CC, but still wish to use the NTEP logo, they will be required to sign the license agreement. A one-time fee will be assessed to non-holders of certificates to obtain the privilege to use the NTEP logo in the marketing of goods or services. The amount of the fee is yet to be determined.

Additional work will be required for the NCWM BOD to review and approve the final language of the NTEP Logo License Agreement. This additional work will take place at the BOD meeting in May 2007. In Appendix A you will find information on current proposed changes to the NTEP Administrative Policy, a list of questions about the license agreement from the BOD with response from counsel, an amended license agreement, and a list of questions from an NCWM member with responses from counsel.

Note: There may be additional changes to NCWM Publication 14 Administrative Policy based on the input from the members at the NCWM Interim Meeting and advice of counsel to implement these suggestions.

New Item:

9. NTEP Certification of Medical Scales

Current Comment: The NTEP Committee reported that they had received a request from a manufacturer for NTEP to certify weighing instruments used in the medical field. After discussing this item the NTEP Committee determined this may be an area for NTEP to consider. Several issues related to these types of devices were discussed briefly, and it was quickly determined that it would be best to instruct the Weighing Sector to begin to review this device type and contact interested parties and other agencies interested in these types of devices. The manufacturer informed the NTEP Committee chair that it will contact other interested parties and will report to the Weighing Sector at the next meeting in September 2007.

This item will not appear in future NTEP Committee agendas and will be reported in the Weighing Sector Summaries.

Don Onwiler, Nebraska, NTEP Committee Chair

Mike Cleary, California, NCWM Chair
Judy Cardin, Wisconsin, NCWM Chair-Elect
Charles Carroll, Massachusetts
Randy Jennings, Tennessee

NTEP Technical Advisor: S. Cook, WMD
NTEP Technical Advisor: S. Patoray, NTEP Director

National Type Evaluation Program Committee

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Appendix A

NTEP Certification Mark License

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PFAU ENGLUND

NONPROFIT LAW, P.C.

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Internet: SPFAU@NONPROFITLAW.COM
ADMITTED IN VA AND DC

EMAIL MEMORANDUM

TO: Stephen Patoray, NCWM
FROM: Sandra Pfau Englund
RE: Recommended revisions to NTEP policies
DATE: August 24, 2006

You asked that I review and provide recommendations on how to strengthen compliance with NCWM's administrative policies regarding use of the NTEP certification mark. Following are my recommendations for revisions to the NCWM administrative policies. I previously provided and recommended NCWM use a certification license to regulate use of the mark. Attached are draft letters that may be used to transmit and request execution of the recommended certification mark license.

Let me know if you have questions or if I can assist further with this matter.

Recommended modifications to NCWM Administrative Policies

- A. Section N.5 Withdrawn Status -- add to the *Reasons for Withdraw*
- (4) Use of the NTEP certification mark without a license from NCWM;
 - (5) Misuse of the NTEP certification mark.
- B. Section N.7 Reactivation of Certificates of Conformance – revise paragraph “a” to state,
- a. An application for reactivation.... This will require an application, processing fee and evidence that the applicant is in full compliance with all NCWM administrative policies.
- C. Section U.2 Permissible Use of Statements and NTEP Logo – revise paragraph “b” to state,
- b. The NTEP statement or logo shall only be used by person(s) or organization(s) that have been granted a license by NCWM to use the statements and logo. All holders of Certificates of Conformance and companies that distribute goods that include certified devices may apply for a license. The license is provided without fee or royalty. All licensees must use the statements and logo only in conjunction with products that have been certified in accordance with this publication and NIST Handbook 44. The statement or logo shall never be used in any manner that could suggest or imply that certification extends to a product that is not NTEP certified.

When reference is made to the NTEP logo or an NTEP CC; it is essential to clearly identify which products are NTEP certified if a copy also includes products that are not certified. References to NTEP must always be located in close proximity to any references to a certified product when non-certified products are shown on the same page.

NCWM, in its sole discretion, determines whether its certified mark and statements are properly used in conformance with the license agreement and these policies.

- D. Section T. Appeal and Review Process – revise the first bullet under T.1 by deleting the initial phrase, “At any stage in the evaluation process”. Add a fourth bullet that states, “A licensee may appeal withdrawal of the NTEP Certification Mark License Agreement”

Revise the last sentence of section T.2 (e) to state,
“A copy of the Director’s decision shall be delivered or mailed to the appellant, the Committee Chair, and (if appropriate) the laboratory.”

Questions from members of the BOD to Counsel with responses from Counsel:

Issues of Language in License:

- Item 3a on page two - This mentions that the only notification of changes to the contents of Pub 14 is changes placed on the website. I feel this should state that a notification of changes would be placed on the website. As currently worded, it could be read that the actual change or the contents of Pub 14 will be placed on the website. I do not think it is our intention to publish Pub 14 on the web.

Revised to provide that only a notice that Publication 14 has been revised will be included on the website. Licensees are responsible for obtaining a current copy of, and abiding by the rules included in, Publication 14 at all times.

- Item 3a on page two – first sentence: Strike “as currently exists or later revised.” They simply must comply with Pub 14.

I don't recommend that this change be made. Without this language, it is not as clear that licensees must comply with the publication, even if later revised.

- Item 3a on page two – last sentence: There should not be a conflict between Pub 14 and the license agreement, but if there is, Pub 14 is our standard and it should prevail.

I disagree. The license agreement is much easier to revise than Publication 14. The license may include minor procedural or other matters not specifically addressed in Publication 14. This language allows more flexibility for the organization.

- Item 3b on page two – first sentence: Change “device” to “type.” This term would be more appropriate for software, as an example.

I made this change. I am concerned, however, about the definition of “device” versus the definition of a “type.” Does “types” include all “devices”?

- Item 3b on page two – third sentence: “...in close proximity to the certified product” is ambiguous. Would “in conjunction with the certified product” be better?

I disagree with this change. The word “proximate” refers to the nearness or location of the logo to the product. The word “conjunction” can be interpreted as merely including the logo with the advertisement. The NCWM has had concerns with advertisement not including the logo near enough to the device/type to which the logo refers.

- Item 3d on page two – I am concerned about the statement of no changes to the mark. What about size, color, etc? See comment on Exhibit A below.

I don't believe the language of this provision needs to be changed. If NTEP has particular size/color requirements, these items can be included with Exhibit A. If there are no size or color requirements, this also can be stated with Exhibit A. However, the language of this provision makes clear that the logo itself...its design...cannot be changed by the licensee.

- Item 3d on page two and Item 5 on page four – Strike the word “confusingly.”

The phrase “confusingly similar” is a legal term of art with respect to trademarks. Therefore, I did not make this change.

- Item 3f on page two - Providing a sample of all logo usage could be a major effort. I would like to see the request limited to any documentation being reported as misusing the logo. I know this may sound lame but this open a statement makes me nervous. It simply states that copies of all usages could be requested without any additional justification. I know this is not the intent but a small clarification would help.

I recommend that this provision remain to enable the NCWM to request materials if needed to determine compliance with the license. The license is written for the NCWM's best interests and needs to "police" its trademark. I do not believe that the NCWM is going to abuse the need to get copies.

- Item 3f on page three – Do we need to define “third party”? Also, would our policy require a third party to have an agreement prior to use of the logo?

The phrase “third party” is a legal term of art to refer to any party not a party to this agreement. I believe any party using the logo needs to sign a license agreement.

- Item 4 on page three – Should all reference to royalties be omitted? What if we decide at a later date to charge royalties? Should we be considering fees now?

This provision was revised to reserve the right to the NCWM to charge fees or royalties in the future if desired.

- Item 6e on page four - The requirement to update all usage of the logo in 30 days would be very difficult and expensive. While I understand and agree with the intent of this requirement, for some of us it may be very difficult to change all documentation in the 30 days. In some cases we may have thousands of copies of documents that would need to be destroyed. I would suggest the wording be softened a little to provide flexibility.

This provision was revised to require any materials created or distributed after the rules have changed to be in compliance with the rules.

- Item 6e on page four – The implication here is compliance with all subsequent changes to any portion of Publication 14. Is that the intent or should it be specific to Pub 14 Administrative Policy?

My understanding is that the NCWM wants NTEP logo users to comply with all provisions of Publication 14.

- Item 10.c. Termination. – Should the license agreement be terminated if a CC holder fails to pay maintenance fees?

Yes. Is the requirement to pay maintenance fees a part of the requirements found in Publication 14? Or is this a new provision that should be added to the license agreement?

- Item 12.a. – Since the NCWM is incorporated in Virginia, should we reference Virginia law instead of Maryland law?

The choice of law is based on where the drafter, the NCWM, would like lawsuits handled. Montgomery County, Maryland was chosen because this is where the NCWM's management offices are located.

- Exhibit A – This needs to provide additional information such as size requirements like minimum size, limited colors, and font size. Also, I would suggest that the NTEP offer a "photo ready" logo to limit documentation use.

All sounds fine.

- Should there be an expiration of the license agreement?

Currently the license is written as “evergreen”...allowing it to continue until terminated. Including an expiration date would entail more administration...requiring staff to contact each license holder at the license expiration date to get them to sign a new license.

Issues of Implementation/Enforcement of License:

- If Handbook 44 changes and a device no longer meets Handbook 44, what happens to devices in the field bearing the logo? I can see changing advertising materials, etc, but what about manuals that came with the device, etc.?

Changes to Section 6e may handle this concern...requiring only that new manuals be revised.

- In general law-making you can't make a statute ex post facto (after the fact) so I agree that whatever we do now with regard to a license agreement will only have an impact on those who are willing to sign it today. Those who refuse to sign will not be subject to the provisions of the agreement.

I disagree. What this license does is clarify that the requirements of Publication 14 apply to all users of the NTEP logo. My recommendation is that any organization that wants to continue using the NTEP logo MUST sign the license agreement. The license is being created to enable the NCWM better enforcement of its current policies. It is not changing the requirements of Publication 14.

- My concern is the same enforceability. Who will find the violator and who will enforce the agreement after the violator is found? Are all companies that distribute NTEP devices required to sign the agreement? If not, what if they are the people putting on the logo.

NCWM staff, I assume, will be the “enforcers.” When a new user of the logo is found, or a violator is found, a contact will be made. To maintain its trademark rights in its logo, the NCWM must show that it is using its best efforts to “police” its mark.

- What do we do with the people that are using the logo that are not part of the program?

This is part of the reason for the license agreement. I understand that there are many users of the logo that are not Certificate holders. By requiring any user of the logo to sign the license, the NCWM has a way to bring all logo users into compliance with its rules.

- To simplify matters when a COC is issued to the applicant we should also include an application for use of the NTEP logo stating the conditions of use, which must be signed and returned if the applicant intends to use the logo.

Yes, agreed.

- Item 6.e. requires compliance with Pub 14 changes within one month of those changes being made. How will the NCWM notify agreement holders of changes to Pub 14 that may affect the license agreement?

See change to 3a. The suggestion is that only a notice on the NCWM's website stating that a change to Pub 14 has been made be required.

Sandra Pfau Englund
Pfau Englund Nonprofit Law, P.C.

Revised Draft document based on information above from January 6, 2007

**National Conference on Weights and Measures (NCWM)
NTEP Certification Mark License Agreement**

This License Agreement (“License”) is entered into by and between the National Conference on Weights and Measures, Inc., a Virginia nonprofit, tax-exempt corporation with its principal office located at 1524 Shady Grove Road, #130, Rockville, Maryland 20850 (known in this License as “NCWM”), and

Company name: _____
Company address: _____
Contact name: _____ Contact phone: _____
Contact email: _____

known in this License as the “Licensee”.

Background

The NTEP (National Type Evaluation Program) name and logo (the “Certification Mark”) is a Certification Mark registered with the United States Patent and Trademark Office and owned by the National Conference on Weights and Measures (“NCWM”). As the owner of the Certification Mark, NCWM has the exclusive right to authorize the parties that may use the Certification Mark and how the Certification Mark may be used. NCWM also is required to prevent the misuse of the Certification Mark.

Generally NCWM authorizes holders of Certificates of Conformance, and third party purchasers of certified devices, to use the Certification Mark provided such parties enter into a Certification Mark licensing agreement with NCWM and agree to use the Certification Mark in conformance with NCWM’s policies.

WHEREAS, NCWM is the owner of the trademark shown in Exhibit A and referred to as the “Certification Mark” in this agreement, which Certification Mark is registered with the United States Patent and Trademark Office (Registration No. 2397670) and is used to certify that an apparatus has been found through the National Type Evaluation Program to conform to the design requirements and be capable of meeting the performance requirements for goods of the particular type as set forth in *Handbook 44, Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices*, of the National Institute of Standards and Technology; and,

WHEREAS, Licensee desires to obtain a license to use the Certification Mark with respect to the distribution or sale of a certified device;

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. **License grant.** Provided Licensee complies with all the terms, conditions and policies relating to the use of the Certification Mark, NCWM grants Licensee a limited, non-exclusive, world-wide, revocable, non-transferable royalty-free license to use the Certification Mark on or in connection with a certified device.
2. **Reservation of rights.** Except for the limited license rights granted in this agreement, NCWM reserves to itself all right, title and interest in and to the Certification Mark.
3. **License requirements and limitations.** The license granted in Section 1 is granted subject to the following requirements and limitations:
 - a. **Compliance with the NCWM National Type Evaluation Program Administrative Policy, Publication 14 (“Publication 14”).** Licensee shall comply with all requirements in Publication 14, as currently existing or later revised. Licensee is solely responsible for keeping itself informed of the current requirements in Publication 14 by reviewing from time to time the version posted on the NCWM website. NCWM is under no obligation to inform Licensee of changes to Publication 14 other than by posting a notice on its website that the publication has been revised. If Licensee does not agree with any changes to Publication 14, Licensee’s sole remedy is to terminate this Agreement as provided herein. If the provisions of Publication 14 and this License conflict, the terms of this License shall control.
 - b. **Certification Mark used with certified devices only.** Licensee shall only use the Certification Mark in conjunction with devices types that have been certified in accordance with Publication 14 and NIST Handbook 44, and that hold an active NTEP Certificate of Conformance. It is essential that when a device is included as part of a product that it be clear that only the device, and not the entire product, is certified. When a certified product is shown on the same page with a non-certified product, the Certification Mark must be located in close proximity to the certified product. Licensee understands and agrees that NCWM shall determine, in its sole discretion, if use of the Certification Mark is inappropriate or unclear, and Licensee agrees to revise the use or placement of the Certification Mark, or remove the Certification Mark, as directed by NCWM.
 - c. **Advertising Statements.** Licensee understands and agrees that all statements used in conjunction with the Certified Mark must comply with Appendix C of Publication 14. Licensee understands and agrees that NCWM shall determine, in its sole discretion, if the statements used comply with NCWM’s policies, and Licensee agrees to revise or remove statements that NCWM determines do not comply with its policy.
 - d. **Certification Mark may not be modified.** Licensee shall not modify, enhance or change the Certification Mark or combine it with another mark, or use, adopt or register any marks confusingly similar to the Certification Mark.
 - e. **Certification Mark may not be used:** (i) in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Certification Mark; (ii) in any manner as would violate the rights of any third parties; (iii) in any manner as would result in any third party claim or any governmental investigation, claim or proceeding alleging unlawful or improper use of the Certification Mark; (iv) on or in connection with any products or services other than the certified devices and promotional

- materials pertaining to the certified devices; or (v) in any manner other than as a certification mark.
- f. **Inspection.** Licensee will, upon NCWM’s request and at no cost to NCWM, provide NCWM with samples of all uses of the Certification Mark by Licensee.
 - g. **Withdrawn Certification.** If at any time the Certificate of Conformance is withdrawn from a device, Licensee will immediately cease all use of the Certification Mark. Licensee also will notify all distributors and customers who may have or promote formerly certified devices that the Certificate of Conformance has been withdrawn and the use of the Certification Mark must cease immediately.
 - h. **Noncompliance.** Licensee shall immediately and at its sole cost and expense correct any usage of the Certification Mark that NCWM regards as failing to comply with the requirements of this Agreement or Publication 14.
 - i. **Third-Party Infringement.** Licensee will promptly notify NCWM if it becomes aware of any infringement of the Certification Mark by a third party. Licensee shall have neither the right nor the obligation to prosecute any infringement claims against third-party infringers.
 - j. **Use of NCWM.** Nothing in this Agreement gives Licensee the right or license to use the marks “National Conference of Weights and Measures” or “NCWM” apart from the Certification Mark as shown in Exhibit A.
 - k. **Unauthorized Use.** Licensee acknowledges that if it engages in any unauthorized use or reference to the Certification Mark, its right to continue using the Certification Mark may be terminated and that irreparable injury will occur if such unauthorized use continues.
4. **License fees and royalties.** While this license is granted fully paid and without royalty, NCWM reserves the right to charge fees or royalties in the future.
 5. **NCWM ownership of Certification Mark.** Licensee acknowledges the National Conference of Weights and Measures exclusive right, title and interest in and to the Certification Mark and acknowledges that nothing in this Agreement shall be construed to provide to Licensee any rights in the Certification Mark except as expressly provided in the Agreement. Licensee acknowledges that its use of the Certification Mark will not create in it any right, title or interest in the Certification Mark other than the limited license rights granted to Licensee in this Agreement and that all such use of the Certification Mark and the goodwill generated thereby will inure to the benefit of the NCWM. Licensee warrants and represents that: (a) it will not at any time challenge the NCWM’s right, title or interest in the Certification Mark or the validity of the Certification Mark or any registration of the Certification Mark; (b) it will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of the NCWM in the Certification Mark; (c) it will not represent that it has any ownership in or rights with respect to the Certification Mark; and (d) it will not, either during or subsequent to the term of this Agreement, adopt, use or register any certification mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Certification Mark or any of the NCWM’s other marks.
 6. **Representations of Licensee.** Licensee represents and warrant that:
 - a. It is duly organized and in good standing under the laws of its jurisdiction of organization;
 - b. Licensee has taken all actions that are necessary or advisable in order for it to enter into this Agreement;

- c. The person executing this Agreement on behalf of Licensee is authorized to do so;
 - d. The Agreement, upon its execution by Licensee (and assuming due execution by NCWM) shall be the binding obligation of Licensee, enforceable in accordance with its terms;
 - e. Licensee will immediately take all necessary action to comply with all changes to Publication 14. All materials and publications will comply with the requirements of Publication 14 at the time that the publications are developed, printed and distributed. Any advertisements that include the NTEP logo must at all times comply with the requirements of Publication 14 in effect at the time the advertisement is published. within one (1) month from the date such changes are made;
 - f. Licensee will not challenge NCWM's rights under its National Type Evaluation Program, Publication 14, or this Agreement and will not challenge the validity of any NCWM mark.
7. **No warranty by the NCWM. The NCWM provides the license granted in this Agreement without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE NCWM DISCLAIMS ALL EXPRESS , IMPLIED AND STATUTORY WARRANTIES.**
8. **Limitation of Liability.** IN NO EVENT SHALL NCWM BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED AND EVEN IF THE NCWM HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
9. **Indemnity.** Licensee agrees to defend, indemnify and hold NCWM and its respective representatives, employees, officers, directors and agents harmless against all claims, suits, cost, damages, judgments, attorney's fees, settlements or expenses incurred, caused by, arising from or relating to any breach of this Agreement by Licensee or claimed, obtained or sustained by any third party, whether for personal injury, misrepresentation, or otherwise arising out of or relating to the manufacture, advertising, promotion, use, marketing or sale of the certified devices, provided such claims are not caused by NCWM's negligence or breach of this Agreement.
10. **Effective date, term and termination.**
- a. **Effective date.** This Agreement shall commence and the license granted under the Agreement shall become effective (the "Effective Date") upon the execution of this agreement by both parties.
 - b. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by a party as provided in this Agreement.
 - c. **Termination.**
 - i. **Termination by Licensee.** Licensee may terminate this Agreement at any time by providing written notice to NCWM and by discontinuing all use of the Certification Mark. Termination in this manner shall be effective upon receipt of the written notice by NCWM or at such time (not to exceed 30 days after the date notice is received) specified in the notice from Licensee.
 - ii. **Termination by NCWM.** NCWM may terminate this Agreement upon thirty (30) days notice if Licensee breaches any provision of this Agreement and fails to cure such breach within such thirty (30) day period. NCWM also may terminate this

Agreement upon thirty (30) days notice if it discontinues use of the Certification Mark or modifies the design of the Certification Mark.

- iii. **Consequences of termination.** Upon termination of this Agreement, the license granted shall immediately terminate. Licensee will immediately discontinue all use of the Certification Mark and shall destroy all materials in their possession containing the Certification Mark and shall certify to the destruction of such materials if the NCWM requests that they do so.

11. **Compliance with laws.** Licensee will at all times comply with all laws, regulations, ordinances, rules and orders that are applicable to it in connection with its manufacture and sale of NTEP certified devices and the operation of its business generally.

12. **Miscellaneous.**

- a. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland as applied to agreements entered into and fully performed therein by residents thereof. Both parties submit to jurisdiction in Maryland and further agree that any cause of action arising under this Agreement shall be brought in a court in the County of Montgomery, Maryland.
- b. **Severability; Headings.** If any provision within this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- c. **Independent contractors.** The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.
- d. **Notice.** NCWM may give notice to Licensee by personal delivery, mail, courier, facsimile or e-mail to Licensee's address as identified in this Agreement. Licensee may give notice to NCWM by personal delivery, mail, courier, or facsimile to NCWM's physical address as identified at www.ncwm.net or electronically by e-mail to ncwm@mgmtsol.com. Notice shall be deemed given: upon personal delivery; if sent by fax, with confirmation of correct transmission, on the next business day after it was sent; upon the courier's confirmed delivery if sent by courier; and if sent by mail with proper postage prepaid, five (5) days after the date of mailing. Notices by e-mail shall be deemed given by the end of the business day on which they are sent.
- e. **Entire agreement; Waiver.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be changed only by a writing executed by both parties that expressly states that it is changing the provisions of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- f. **Assignment.** Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of NCWM and any attempt to do so is void.
- g. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument,

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

For LICENSEE:

For NCWM:

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Question from NCWM member with responses from Counsel January 15, 2007

- Paragraph 3 – notice of changes to Publication 14 – a proposed revision to this section provides that notice of any changes to Publication 14 will be placed on the NTEP website. NTEP may also want to consider placing the wording of any changes on the website.
- However, it should be noted that the use of the NTEP logo by certificate holders and others is a privilege, not a right. Therefore, I would not consider requiring licensees to periodically purchase the manual to keep abreast of the requirements for certificate holders to be overly burdensome. This is made truer by the fact that there is currently no fee associated with the license. NTEP must have methods in place to cover its costs of administering the program.
- Paragraph 3(i) – requiring licensees to notify a licensor of any known misuse of a mark is common to license agreements. The value of the NTEP mark is only as good as the enforcement of its proper use. Certificate holders may be more aware of the misuse of the mark by third parties than NTEP. Requiring licensees to call, e-mail or write NTEP if they become aware of a misuse is not overly burdensome and protects the value of the NTEP mark for all users of the mark.
- Paragraph 6(e) – a proposed revision has been made regarding the timeframe for revising publications.
- Paragraph 6(f) – this provision requires licensees, who are gaining the privilege to use the NTEP registered trademark, not to challenge NCWM’s rights under its National Type Evaluation Program, Publication 14, or the license agreement and also not to challenge the validity of any NCWM mark. Most license agreements require the licensee not to challenge the licensor’s rights to its trademarks. This requirement, at a minimum, should remain in the agreement. NCWM may consider whether to remove the broader requirements not to challenge NCWM’s rights under the program itself or Publication 14. It should be noted, however, that using the NTEP trademark is a privilege not a right.
- Paragraph 10(c)(iii) – Once the license is revoked, NCWM must require that the Certification Mark no longer be used. Language regarding deleting the mark from any new materials, particularly advertising materials, similar to paragraph 6(e) may be considered.

Sandra Pfau Englund
Pfau Englund Nonprofit Law, P.C.
Admitted in VA and DC. Practice otherwise limited to matters before federal agencies such as the IRS.

Exhibit A

Certification Mark



