



VERIFICATION PROGRAM

LICENSE AGREEMENT

Between

SMACNA TESTING & RESEARCH INSTITUTE

and

LICENSE AGREEMENT

This LICENSE AGREEMENT, made this _____ day of _____, 20____, by and between SMACNA Testing & Research Institute (hereinafter sometimes referred to as Institute), a non-profit, incorporated institute, formed for the purpose, among others, of engaging in research, testing and engineering analysis on fabricated or manufactured sheet metal products, having its principal office at 4201 Lafayette Center Drive, Chantilly, VA 20151-1209, hereinafter called the “Licensor” and _____.

having principal offices in the City of _____

hereinafter called the “Licensee” WITNESSETH:

WHEREAS a Standard for _____ exists (such standard and appendices thereto, as from time to time amended, being hereinafter referred to as the “Standard”) as an industry standard;

WHEREAS it is in the public interest that the Standard for _____ be accepted and used by the industry.

WHEREAS in order to identify _____ that are in compliance with the Standard, Licensor has acquired and adopted an identifying trade-marked symbol, a copy of said symbol is shown below and which is hereinafter referred to as the “Symbol”;



WHEREAS Licensor has indicated its willingness to permit any interested party as defined below to obtain an Institute’s Verification certificate and to license said party to use the Symbol, subject to the terms and conditions hereinafter set forth;

WHEREAS Licensee, in consideration of the grant to it the license to use the Symbol, is willing to assume and carry out certain responsibilities and obligations as hereinafter set forth; and

WHEREAS Licensee, desires to use or display the said Symbol in connection with its _____ in publications, in advertising, and in other communications, and desires to be granted a license permitting such use,

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. Licenser hereby grants to Licensee, subject to the terms and conditions set forth herein, in the Standard, and in the manual pertaining to the Standard (hereinafter referred to as the “Manual”), the right to use the said Symbol in publications, advertising, and other communications issued by Licensee and on and in connection with _____.
2. Licensee hereby accepts the license herein granted and agrees to employ the Symbol only in the manner and on the terms and conditions herein set forth. Licensee agrees that the physical size of the Symbol used and the permissible uses of the Symbol shall be as specified by the Licenser herein and in the Standard and in the Manual.
3. Licensee warrants that it is familiar with all the provisions of the standard and the manual and hereby accepts the Institute Verification of conformance to the Standard and the Manual, and any and all amendments thereto from time to time promulgated.
4. Licensee warrants that Licensee possesses or has available the technical knowledge, skill, personnel, and facilities to fabricate or construct _____ in accordance with the Standard and the Manual.
5. Licensee agrees that during the term of this License Agreement, all of its published statements indicating Verification of _____, manufactured or constructed by Licensee, and its use of the Symbol, shall be in full conformance with the provisions of the Standard and the Manual.
6. Licensee agrees that it will use the Symbol and the Institute Verification certificate only in connection with _____ manufactured or constructed by the Licensee under its own name and covered by the Licensee Agreement. Unless and until such written authorization is granted, Licensee shall have no right to use the Symbol or Institute’s Verification. Licensee further agrees that all _____ manufactured or constructed within the scope of this Program, will be in full conformance with the Standard and the Manual. Licensee further agrees to maintain such control of such _____ to insure compliance with the scope of the program.
7. Licenser shall have the right to publish in a directory or other suitable form, the name of the Licensee and Institute’s Verifications and such other information as may appear to the Licenser, in its discretion, to be relevant to the Verification of Licensee’s _____. Licensee likewise may publish such information.
8. The Licensee agrees that it will make prompt and full payment of such fees and assessments as may, from time to time, be established by the Licenser. Such fees and assessments may include, among other, assessments; an initial fee for issuance of a license; and audit and investigation processing fees. The amounts and types of fees and assessments, the periods which such fees and assessments cover, the _____ upon which the fees and assessments are based, and all other factors relevant to the determination of the fees and assessments, may be

changed at any time in the discretion of the Licensor, but no such change shall be effective until at least thirty (30) days' written notice has been given the Licensee.

9. The Licensee agrees to indemnify and hold harmless the Licensor, its members, directors, officers, employees, agents and representatives against any and all liability, loss, costs, damages, reasonable attorneys' fees and expenses of whatever kind or nature which they may sustain or incur by reason, or in consequence of, any acts or omissions of the Licensee in respect of any unauthorized use of the Symbol, or any damage to person or property caused by the products whether or not such Symbol is applied to the Licensee's product. Licensee also agrees to indemnify and hold licensor harmless for any costs sustained or incurred on account of any liability, loss, cost, damage, or expense, in defending or prosecuting any action, suit, or other proceeding which may be brought in connection with use of the symbol in enforcing any of the obligations herein contained, or in obtaining a release from liability.

10. Licensor agrees to give to Licensee written notice of the text of any amendments to the Standard, Manual, or this License Agreement (including assessments or fee changes as per Section 8) at least thirty (30) days prior to the effective date thereof. Licensee, by written notice sent to Licensor within thirty (30) days after the date of notice of any such amendment, may terminate this License Agreement. In the event of any such termination, all rights to the use of the Symbol and of the Institute's Verification and all other rights granted to the Licensee herein, shall cease and be concluded on the effective date of such amendment. Licensee agrees that in the event it does not give such written notice of termination as provided above, it will comply fully with such amendment.

11. In the event that Licensee shall fail to comply with any provision of the Standard, the Manual, or this License Agreement, or if the Symbol or any Institute Verification, shall be used by a Licensee in any manner other than as provided or this License Agreement, the License may be terminated by the Licensor in the following manner:

(a) The Institute's Executive Director shall send a notice to the Licensee, by certified or registered mail, specifying the violation in reasonable detail and stating that the License Agreement shall terminate and the right to use the Symbol shall be withdrawn on a date to be specified in such notice, which shall not be less than thirty (30) days from the date thereof, unless the Licensee takes the action provided for in sub-paragraph (b) below.

(b) The License shall terminate and Institute's Verification certificate and the right to use the Symbol shall be withdrawn on the date specified in the above-mentioned notice unless, prior to such date, the Licensee shall have ceased the violation specified in such notice, shall have taken all reasonable steps to correct such violation, and shall have advised the Executive Director in writing, by certified or registered mail, in reasonable detail, as to the action taken by the Licensee in connection with the cessation and correction of such violation.

12. This License Agreement may be terminated by the License, after the passage of one year from the date of initiation of the Program, upon sixty (60) days' written notice to the Licensor. The termination of any other similar licenses shall not affect this License, which shall remain in full force and effect, unless and until terminated in the manner herein provided. The License

Agreement may be terminated by Licensor for cause as provided herein in Paragraph 11 and may be terminated at any time by the Licensor, without cause, upon ninety (90) days' written notice to the Licensee.

13. In the event of any termination of this License Agreement, all rights to the use of the Symbol and the Institute Verification Certificate by the Licensee shall cease and be concluded on the effective date of such termination. If Licensee fails to discontinue use of the Symbol and all references to Institute's Verification Certificate, Licensor shall have the right to an immediate temporary and/or permanent injunction restraining the Licensee from any and all further use of, or reference to, the Symbol and Institute's Verification Certificate.

14. Notwithstanding any of the foregoing covenants and agreements, it is expressly understood between the parties hereto that nothing in this or any other agreement by and between parties hereto shall be construed or interpreted as an agreement, promise or commitment to limit, eliminate or otherwise restrict the production of any model or line of _____.

Licensee:

By: _____ Official Title: _____
(Signature)

Licensor: SMACNA Testing & Research Institute

By: _____ Official Title: _____
(Signature)