



**Participation and Logo Usage Agreement Form
for
The NIST National Checklist Program for
Information Technology Products**

**Version 1.4
November 13, 2015**

The phrase “NIST National Checklist Program for Information Technology Products” and the NIST National Checklist Program logo are intended for use in association with specific versions of information technology (IT) products for which a checklist has been created and has met the requirements of the National Institute of Standards and Technology (NIST) National Checklist Program for Information Technology Products for final listing on its checklist repository. You may participate in the NIST National Checklist Program and use the phrase and logo provided that you agree in writing to the following terms and conditions:

1. You will follow the rules and requirements of the program as outlined in the NIST Operational Procedures for the NIST National Checklist Program (Appendix B of NIST SP 800-70 Revision 3).
2. You will respond to comments and issues raised by a public review of your checklist submission within 30 days of the end of the public review period. Any comments from reviewers and your responses may be made publicly available.
3. You agree to maintain the checklist and provide a timely response (within 10 business days) to requests from NIST for information or assistance with regard to the contents of the checklist.
4. You agree to maintain checklist-related records according to the requirements of the NIST National Checklist Program, as listed in Appendix B of NIST SP 800-70 Revision 3, item 6.b.
5. You will hold NIST harmless in any subsequent litigation involving the checklist submission.
6. You may terminate your participation in the NIST National Checklist Program at any time. You will provide two business weeks’ notice to NIST of your intention to terminate participation. NIST may terminate its consideration of a checklist submission or your participation in the NIST National Checklist Program at any time. NIST will contact you two business weeks prior to its

intention to terminate your participation. You may, within one business week, appeal the rejection and provide supporting evidence.

7. You may not use the name of NIST or the Department of Commerce on any advertisement, product, or service that is directly or indirectly related to this agreement. By accepting this agreement, NIST does not directly or indirectly endorse any product or service provided, or to be provided, by you, your successors, assignees, or licensees. You may not in any way imply that this agreement is an endorsement of any such product or service. You may not combine use of the logo with other Marks, phrases, or logos in such a way that would imply endorsement by NIST.
8. The phrase “NIST National Checklist Program for Information Technology Products” and the NIST National Checklist Program logo are Registered Marks of NIST, which retains exclusive rights to their use. NIST reserves the right to control the quality of the use of the phrase “NIST National Checklist Program for Information Technology Products” and the NIST National Checklist Program logo.
9. Your permission for advertising participation in the NIST National Checklist Program and use of the logo is conditional on and limited to those products and the specific product versions for which a checklist is made currently available by NIST through the NIST National Checklist Program on its Final Checklist List.
10. Your permission for advertising participation in the NIST National Checklist Program and use of the logo is conditional on and limited to those checklist developers who provide assistance and help to users of the checklist with regard to proper use of the checklist and that the warranty for the product and the specific product versions is not changed by use of the checklist.
11. Your use of the logo on product reports, letterhead, brochures, marketing material, and product packaging must be accompanied by the following: “TM: a Registered Mark of NIST, which does not imply product endorsement by NIST or the U.S. Government.”
12. The dimensional requirements for the size, placement, color, and other aspects of the logo are specified in NIST SP 800-70 Revision 3.
13. NIST reserves the right to charge a participation fee in the future. No fee is required at present. No fees will be made retroactive.
14. NIST may terminate the NIST National Checklist Program at its discretion. NIST may terminate your participation in the Program for any violation of the terms and conditions of the program or for statutory or regulatory reasons.

By signature below, the developer agrees to the terms and conditions contained herein.

Organization or company name:

Name and title of organization authorized person:

Signature:

Date:

