

NDIA TRADEMARK LICENSING AGREEMENT

2101 Wilson Boulevard, Suite 700, Arlington, VA 22201-3060 • (703) 522-1820 • (703) 522-1885 Fax • NDIA.org

THIS AGREEMENT, effective as of the ____ day of _____, 20____ by and between:
(Day) (Month)

The NATIONAL DEFENSE INDUSTRIAL ASSOCIATION (hereinafter called "Owner"), a corporation organized and existing under the laws of the District of Columbia, and located at 2101 Wilson Boulevard, Suite 700, Arlington, Virginia 22201, and _____ (hereinafter called "User"), a _____, organized and existing under the laws of _____ located at _____.

WHEREAS, OWNER is the owner of a number of trademarks and service marks, including some in the form of logos, used by NDIA as well as its affiliated subsidiaries such as NTSA and WID (all such entities hereinafter collectively referred to as NDIA), and is willing to license certain of these marks to USER as is specifically listed on Schedule A attached hereto (hereinafter referred to as the "Marks"); and

WHEREAS, USER is desirous of using the said Marks in connection with its business;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

GRANT OF LICENSE

OWNER grants to USER a nonexclusive, nontransferable license to use the Marks and USER accepts the license subject to the following terms and conditions.

OWNERSHIP OF MARKS

USER acknowledges the ownership of the Marks in OWNER, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by USER shall inure to the benefit of and be on behalf of OWNER, and agrees to assist OWNER in recording this Agreement with appropriate government authorities. USER agrees that nothing in this License shall give User any right, title, or interest in the Marks other than the right to use the Marks in accordance with this License. User agrees that it will not attack the title of OWNER to the Marks or attack the validity of this License.

QUALITY STANDARDS

USER agrees that the nature and quality of all services rendered by USER in connection with the Marks, all goods sold by USER under the Marks, and all related advertising and promotional and other related uses of the Marks by USER shall conform to standards set by and be under the control of OWNER.

QUALITY MAINTENANCE

USER agrees to cooperate with OWNER in facilitating OWNER's control of such nature and quality, to permit reasonable inspection of USER's operation, and to supply OWNER with specimens of all uses of the Marks upon request. USER shall comply with all applicable laws and regulations, and shall obtain all appropriate government approvals pertaining to the sale, distribution, and advertising of goods and services covered by this License.

FORM OF USE

The USER may use the Marks only in a professional business manner. The Marks may never be used independent of the term "A Proud Corporate Member Of," which is part of the Marks.

Notwithstanding the foregoing, the Marks may not be used in any manner that, in the sole discretion of NDIA, discredits NDIA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation, or other public policy; or mischaracterizes the relationship between NDIA and the USER, including but not limited to any use of the Marks that might be reasonably construed as an endorsement, approval, sponsorship, or certification by NDIA of the USER, the USER's business or organization, or the USER's products or services, or that might be reasonably construed as support or encouragement to purchase or utilize the USER's products or services. The USER further agrees to use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by OWNER, and not to use any other trademark or service Mark in combination with any of the Marks without prior written approval of OWNER.

INFRINGEMENT PROCEEDINGS

USER agrees to notify OWNER of any unauthorized use of the Marks by others promptly as it comes to USER's attention. OWNER shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks.

TERM

This Agreement shall continue in force and effect for the period that the USER is an NDIA corporate member in good standing, unless sooner terminated as provided for herein.

TERMINATION FOR CAUSE

OWNER shall have the right to terminate this Agreement upon thirty (30) days written notice to USER in the event of any affirmative act of insolvency by USER, or upon the appointment of any receiver or trustee to take possession of the properties of USER or upon the winding-up, sale, consolidation, merger, or any sequestration by governmental authority of USER, or upon breach of any of the provisions hereby by USER.

EFFECT OF TERMINATION

Upon termination of this Agreement, USER agrees to immediately discontinue all use of the Marks and any term confusingly similar thereto, and to delete the same from its corporate or business name, to cooperate with OWNER or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all government records, to destroy all printed materials bearing any of the Marks, and that all rights in the Marks and the goodwill connected therewith shall remain the property of OWNER.

INTERPRETATION OF AGREEMENT

It is agreed that this Agreement may be interpreted according to the laws of the Commonwealth of Virginia and the United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

OWNER, NATIONAL DEFENSE INDUSTRIAL ASSOCIATION, by:

_____, NDIA/NTSA Name, _____, NDIA/NTSA Title

USER: _____, by: _____ as its _____.

NDIA & NTSA CORPORATE MEMBER LOGOS

