

Certification Mark User Agreement

This agreement, dated _____, between NLGI, a corporation of the State of Ohio, having an office at 249 SW Noel, Suite 249, Lee's Summit, Missouri 64063-2241 and

(hereinafter "USER"), a corporation of _____
having a principal place of business at _____;

Whereas, NLGI is the owner of all rights to certification marks relating to the ASTM D 4950 Standard Classification and Specification for Automotive Service Greases, which certification marks are shown in the attached Schedule of Marks (hereinafter the "MARKS");

Whereas, NLGI through licensing, publications and other programs seeks to establish and promote standards and specifications for automotive service greases;

Whereas, USER desires non-exclusive permission from NLGI for the purpose of promoting the classification and specifications of NLGI by use of certain or all of the MARKS designated hereafter on or in connection with the marketing of goods that conform to the ASTM D 4950 Standard Classification and Specification for Automotive Service Greases (hereinafter "ASTM CLASSIFICATION").

Now therefore, in consideration of the mutual covenants hereinafter stated, the parties agree as follows:

1. NLGI grants to USER non-exclusive permission to use the MARK(S) for service categories (hereinafter "DESIGNATED MARKS") set forth in USER'S Application, which is made a part hereof, but only in connection with products that conform to the highest performance classification as set forth in the latest revision of the ASTM CLASSIFICATION (hereinafter the "PRODUCTS").
2. NLGI grants to USER non-exclusive permission to use DESIGNATED MARKS in connection with the marketing of the PRODUCTS; provided, however, that USER shall not use the DESIGNATED MARKS on letterheads or in any advertising without an express statement of fact describing the scope of USER'S authorization, and further provided that USER shall not use the DESIGNATED MARKS or the name THE NATIONAL LUBRICATING GREASE INSTITUTE or the description "NLGI" in any advertising or otherwise to indicate NLGI approval or endorsement of the PRODUCTS.
3. USER agrees that it will do all reasonable acts required of it by NLGI to ensure that the PRODUCTS sold bearing the DESIGNATED MARKS at all times conform to the highest performance classification set forth in the then current ASTM CLASSIFICATION pertinent to such PRODUCTS at the time of sale. Upon request, the USER agrees to demonstrate to the satisfaction of the NLGI (or its designated representative) that the PRODUCT(S) in question meets the requirements of the current ASTM D 4950 Standard Method. At the discretion of the NLGI (or its designated representative), the USER may be requested to provide test data from an independent laboratory on a particular sample of the PRODUCT(S). The cost on any such testing shall be borne by USER. USER agrees that it has on file and will retain on file evidence that its PRODUCTS meet all applicable standards and performance requirements for such PRODUCTS. NLGI shall be the sole judge of whether USER meets the appropriate qualifications required for permission to use the MARKS and whether the PRODUCTS meet the qualifications of the ASTM Classification.

4. USER agrees that use of the DESIGNATED MARKS on the PRODUCTS shall constitute a representation and warranty by USER to NLGI and to the purchasers of the PRODUCTS that the PRODUCTS conform to the highest performance classification set forth in the current revision of the ASTM CLASSIFICATION; and USER agrees to hold harmless and indemnify NLGI for any and all liability, loss, damage, cost and expense which NLGI may suffer, incur, or be put to by reason of any claim, suit or proceeding, for personal injury, property damage or economic loss based on the failure or alleged failure of the USER'S PRODUCTS to conform to such standards and specifications; and USER further agrees to defend NLGI, at USER'S expense, against any and all such suits, claims or proceedings.
5. This Agreement shall not be assignable or transferable by USER in any manner (except to its parent, subsidiaries, and affiliates) nor shall USER have the right to grant sublicenses.
6. The permission to use granted hereunder may be terminated by NLGI at any time and for any reason satisfactory to NLGI. In the event NLGI decides to terminate this agreement for reasons other than breach, the USER shall have a reasonable time in which to phase out PRODUCTS bearing DESIGNATED MARKS.
7. This Agreement shall run from year to year and shall be renewed annually on the anniversary of the agreement, and upon payment by USER to NLGI of an annual renewal fee.

NLGI

By _____

Title _____

Date _____

(Name of the Organization, Company or Individual)

By _____

Title _____

Date _____

Phone _____

Fax _____

Email _____