



## About the Member Tested and Recommended Program

This program is designed to provide law enforcement product manufacturers with a process by which their products can be field tested by the law enforcement community. The program will assist the law enforcement community by publishing the tester's results on a given product. Member Tested Program field test results do not constitute an endorsement of any product on the part of the NTOA as an organization or entity. The Member Tested Program reports information obtained from individuals engaged in law enforcement activities. The NTOA as an organization does not independently verify the information submitted by field testers nor does the NTOA verify the representations and warranties of product manufacturers.

### How the Program works

A manufacturer will provide the NTOA with 2-4 samples of a product. The NTOA selects an active tactical team member to test the product (Field tester). Field testers will be required to test the product and complete a product review form within 45 days of receiving the product. Products will be tested and scored on a scale of 0 to 5 in 13 possible categories.

### Rating Scale

**5..... EXCELLENT** Defined as a product that performs at a level above advertised specifications and demonstrates its usefulness and quality of workmanship every time it is used and can be used for other purposes.

**4..... VERY GOOD** Defined as a product that exceeds advertised specifications on a regular basis and outperforms others in usefulness and quality of workmanship.

**3..... AVERAGE** Defined as a product that meets minimum advertised specifications, has practical use, but does not go above or beyond the scope of quality or usefulness that is expected.

**2..... FAIR** Defined as a product that has occasional applications and in some situations meets advertised specifications, but overall is not effective.

**0 - 1 ....POOR** Defined as a product that does not meet minimum advertised specifications needed to make the product useful, product does meet any of its practical purposes.

Using the scores given, an average will be taken of each category by the 2 to 4 testers' ratings.

### Rating Categories

- |                |                        |
|----------------|------------------------|
| 1. Design      | 7. Storage             |
| 2. Performance | 8. Versatility         |
| 3. Ease of Use | 9. Convenience         |
| 4. Size        | 10. Application for LE |
| 5. Quality     | 11. Comfort            |
| 6. Durability  | 12. Cleaning/Maint.    |
|                | 13. Accuracy           |

A product must have the ability to be rated in at least six categories. In addition to the numerical rating, a short written description identifying the advantages and disadvantages of the product must be submitted with the rating sheet.

Products will be tested by at least two field testers to ensure a fair test. If a product has a very specific use, please indicate the use so we can properly place the product with a field tester.

Products that earn a rating of 3.0 or higher will receive NTOA Field Tester Recommended Status and be allowed to attach the NTOA Member Tested & Recommended Logo to product materials.

Products that score lower than 3.0 will not receive approval. Test results will be sent to the manufacturer in hopes that improvements can be made to the product. Products can be resubmitted to the program.

There is no guaranty of a particular rating upon submission – NTOA does not control the comments of the field testers.

The NTOA, as an organization, makes no representation as to the product submitted to the program or its use, effectiveness or safety. The only representations and warranties applicable to any particular product are those of the manufacturer.

### Fee Structure

- \$200 processing fee per product valued under \$1000.
- 15% processing fee per product valued greater than \$1000.

### More reasons to submit products for tested under this program:

**Premier Sponsor** - may submit an unlimited number of products for testing with no fee.

**Platinum Sponsor** - may submit up to six products for testing with no fee.

**Gold Sponsor** - may submit up to four products for testing with no fee.

**Silver Sponsor** - may submit up to two products for testing with no fee.

\*All manufacturers must send a photo of the item to be included in the Product Review Online Database. Please supply a high-res photo of 300 dpi or better via e-mail to [mtrprogram@ntoa.org](mailto:mtrprogram@ntoa.org) or mail photo on CD to: NTOA, PO Box 797, Doylestown, PA 18901.

### Products will not be returned to the company.

#### Revocation of the Member Tested designation

The Member Tested designation may be withdrawn or terminated for any reason in the event that NTOA management and board of directors believes, in its ultimate discretion, that the continuation of the program or the Member Tested designation as to a particular product is not in the best interest of the NTOA.

# MEMBER TESTED AND RECOMMENDED PROGRAM

## PRODUCT SUBMISSION FORM



Company name \_\_\_\_\_ Company representative \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Name(s) of product(s) submitted \_\_\_\_\_

Special requirements \_\_\_\_\_

Is this your first product submission?    Yes    No    Are you an NTOA Sponsor:    Yes    No

Please indicate sponsor level    PREMIER    PLATINUM    GOLD    SILVER

### PROCESSING FEES

\_\_\_\_\_ Number of different products submitted

\$ \_\_\_\_\_ **Program processing fee:**  
\$200 fee per product valued under \$1000. A 15% fee per product valued more than \$1000.

\$ \_\_\_\_\_ **Total amount enclosed**

### Pay by Check (to NTOA) or by Credit Card:

Check # \_\_\_\_\_

VISA    MASTER CARD    AMERICAN EXPRESS

Credit card number \_\_\_\_\_

Expiration date \_\_\_\_\_

VISA and Master *(add 3 digit code from card back)*

American Express *(add 4 digit code)*

Signature \_\_\_\_\_

Print name \_\_\_\_\_

**I understand the terms of this program. I have read, filled out completely and signed the Product Submission Form and the Submission Agreement. I would like to have our product(s) tested.**

Print name \_\_\_\_\_ Signature \_\_\_\_\_

**Please mail: Product(s), photo(s) of product(s), payment and product submission form to:**

NTOA, Member Tested Program, 4050 Skyron Drive, Suite D1, Doylestown, PA 18902

Please email product(s) photo(s) to [mtrprogram@ntoa.org](mailto:mtrprogram@ntoa.org).

**Hold harmless and indemnify NTOA against liability** – Manufacturers submitting products to the Member Tested Program agree to hold NTOA harmless and indemnify NTOA against any and all damages, including personal injury and/or death, arising out of the testing of the product in the course and scope of the program and reliance by any person or entity upon any and all findings, ratings or comments as to the product by NTOA field-testers.

# SUBMISSION AGREEMENT



This Submission Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between \_\_\_\_\_ on the first part and The National Tactical Officer's Association, Inc. ("NTOA"), a non-profit organization with its principal place of business at 4050 Skyron Drive, Suite D-1, Doylestown, Pennsylvania 18901.

**WHEREAS**, the NTOA is the premier national organization of law enforcement personnel engaged in tactical operations; and  
**WHEREAS**, the NTOA has developed a program for independent review of tactical field equipment and products referred to as the "Member Tested and Recommended Program"; and  
**WHEREAS**, the NTOA has developed certain intellectual property, copyrights and trademarks (the "Marks") with respect to the Member Tested and Recommended Program; the use of such Marks is authorized only in conformity with the provisions of this Agreement; and  
**WHEREAS**, Submitter desires to submit a product (the "Product") to the Member Tested and Recommended Program and obtain consent and license from the NTOA to utilize and display the Marks on a non-exclusive basis with respect to the Product; and  
**WHEREAS**, in consideration of the authority to use and display the Marks as provided herein, Submitter agrees to be bound to the provisions of this Agreement to the fullest extent provided by law.  
**NOW, THEREFORE**, in consideration of the above, the parties agree as follows:

1. Product(s) for Submission. Subject to the terms and conditions of the NTOA Member Tested and Recommended Program, Submitter submits the following Product(s) for field testing:

---

---

---

Only the Product identified in this paragraph shall be field tested pursuant to the terms and conditions of the NTOA Member Tested and Recommended Program. No other product, accessory, attachment or addition shall be subject to field testing, nor shall the Marks be utilized with respect to any such product, accessory, attachment or addition without separate submission of same to the NTOA Member Tested and Recommended Program and separate consent/license to utilize the Marks as prescribed thereby. Submitter shall bear all obligations, costs and expenses associated with such field testing including production of the products submitted to the NTOA Member Tested and Recommended Program, shipping, licensing, fees, letters of authority, regulatory costs and expenses shall be the sole expense and obligation of Submitter. Neither the NTOA nor the individual field tester shall bear any responsibility or obligation with respect to such costs and expenses. Unless subject to agreement at the time of Product Submission, materials submitted to the NTOA or any field tester shall not be returned to Submitter and shall become the property of the NTOA and/or the field tester as the case may be.

2. NTOA Member Tested Procedures. Administration of the NTOA Member Tested and Recommended Program shall be at the sole discretion of the NTOA and shall be subject to procedures developed by the NTOA and/or modified by the NTOA from time to time in the NTOA's absolute discretion. NTOA reserves the right to reject any product from submission to the NTOA Member Tested and Recommended Program for any reason whatsoever.

3. Review/Results. Submitter agrees and acknowledges that the NTOA Member Tested and Recommended Program is designed to assist the law enforcement community by publishing field test results on a product submitted for review. The Member Tested and Recommended Program field test results do not constitute an endorsement of any product on the part of the NTOA as an organization or entity. The Member Tested and Recommended Program reports information obtained from individuals engaged in law enforcement activities. The NTOA as an organization does not independently verify the information submitted by field testers, nor does the NTOA verify the representations or warranties of product manufacturers. The NTOA makes no representation as to any anticipated rating with respect to any product submitted for field testing pursuant to the NTOA Member Tested and Recommended Program. Further, the NTOA does not edit, modify or alter results of field testing as submitted by the field testers. The results and ratings scale as submitted by the field testers is final and non-appealable. However, the NTOA imposes no restriction on a submitter's right to resubmit any particular product with or without modification from the time of original submission in accordance with the terms of the Member Tested and Recommended Program.

4. Non-Exclusive Use of Trademark. Upon completion of field testing, the NTOA may, in accordance with the terms and conditions of the Member Tested and Recommended Program, assign the product submitted to the program the designation "NTOA Field Tester Recommended Status". NTOA Field Tester Recommended Status shall authorize and license the Submitter to utilize the Mark/Marks assigned to the Product by the NTOA. Submitter's right to utilize the Mark assigned to the Product is on a non-exclusive basis and is limited to the Mark assigned to the Product by the NTOA. Submitter shall have no license, right or authority to utilize any other Mark developed or maintained by the NTOA including any Member Tested and Recommended Program Logo or Mark applicable to any preceding or successive year.



The NTOA reserves the right to license and grant authority for use of the same or substantially similar mark to any and all products submitted to field testing pursuant to the Member Tested and Recommended Program and in accordance with the Member Tested and Recommended Program terms and conditions including with respect to products which may be the same or substantially similar to the products submitted pursuant to this Agreement.

5. Termination of License/Authority. License and/or authority to utilize the NTOA Member Tested and Recommended Program Trademark and/or Logo as provided herein may be revoked and/or suspended by the NTOA in the event NTOA management and/or the Board of Directors believes, in its ultimate discretion, that continuation of the Program or the Mark with respect to a particular product is not in the best interest of the NTOA. Further, the authority and/or license to utilize the Mark shall terminate upon any of the following events: (1) change in design or materials of the Product;

(2) change in the name of the Product; (3) change in the manufacturing process with respect to the Product; (4) change in the manufacturer of the Product; and (5) bankruptcy, dissolution or change in majority ownership of Submitter. Submitter agrees to notify NTOA of any change in the product, design, name or manufacturing process with respect to the Product within thirty (30) days.

6. Representations and Warranties as to Submitter. Submitter represents and warrants to the NTOA and to the NTOA field testers that Submitter has full right and authority with respect to the Product including full right and authority as to any intellectual property, trademarks, copyrights with respect to the Product submitted to the NTOA Member Tested and Recommended Program pursuant to this Agreement. In addition, Submitter represents and warrants to the NTOA and to the NTOA field testers that Submitter is not aware of any material defect with respect to the Product and that the Product is fit for its intended use.

7. Representations and Warranties of the NTOA. NTOA represents and warrants to the Submitter that the NTOA has full right and authority to license the Mark on a non-exclusive basis to Submitter pursuant to the terms and conditions of the NTOA Member Tested and Recommended Program. In addition, NTOA represents and warrants that the NTOA field testers, though not agents, representatives or employees of the NTOA, are engaged in the law enforcement community with practical experience in tactical operations.

8. Indemnification. Submitter shall defend, indemnify and hold NTOA harmless against and from any and all liabilities, losses, claims, damages, costs or expenses, including, without limitation, reasonable attorneys fees and costs of defense that NTOA may incur, suffer or be required to pay by reason of any breach of representation or warranty contained in this Agreement or arising out of or in connection with the Product submitted to the NTOA Member Tested and Recommended Program pursuant to this Agreement including but not limited to claims of bodily injury or death arising out of the use of the Product by any individual or entity including NTOA field testers, regulatory or governmental agencies or subdivisions.

9. Governing Law. The construction, validity and performance of this Agreement shall be governed under the laws of the Commonwealth of Pennsylvania.

10. Jurisdiction. The parties hereto specifically agree that the Court of Common Pleas of Bucks County, Pennsylvania and/or the United Stated District Court for the Eastern District of Pennsylvania shall be the sole and exclusive forum with respect to any claim, dispute or litigation pertaining to this Agreement or the NTOA Member Tested and Recommended Program. To the extent necessary, Submitter specifically agrees and consents to jurisdiction and venue in the Bucks County Court of Common Pleas and/or the United States District Court for the Eastern District of Pennsylvania.

11. Entire Agreement. The parties hereto agree that this Agreement, together with the Product submission form for the Member Tested and Recommended Program constitute the entire Agreement between the parties and that there are no other representations, terms or warranties not set forth herein.

## SUBMITTER

By: \_\_\_\_\_

Name:

Title:

## THE NATIONAL TACTICAL OFFICER'S ASSOCIATION, INC.

By: John Gnagey \_\_\_\_\_

Name: John Gnagey

Title: Executive Director, NTOA