# Product Licensing Self-Attestation FormA blue sign with white text  Description automatically generated with low confidence

VERSION 1.0.0

| **FIPS 201 EVALUATION PROGRAM** |
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# November 30, 2023

Office of Government-wide Policy

Office of Technology Strategy

Identity Management Division

Washington, DC 20405

# Background

From a government procurement point of view, the FIPS 201 Evaluation program developed the Licensing of PACS products to identify vendors that wish to rebrand/repackage OEM products that are currently on the GSA PACS APL and sell them with their company name and product number.

**This process is only for products that are already on the GSA PACS APL**.

# Definitions

The Program has defined criteria that generally apply to the industry’s licensing strategies.

1. **Licensed Product –** aproduct currently listed on the Program’s Approved Products List (APL) that the Vendor has licensed to a third party (Licensee) to rebrand/repackage with no modifications (Licensee’s Product), besides labeling, like company name and part number.

This form allows the Vendor to support the following scenario:

Scenario #1: License a Product that is currently listed on the APL.

For Scenario #1, no new testing is required. The Vendor must attest that no material modifications have been made to the Product and that it has given its Licensee written authorization to rebrand the Product. The Licensee must attest that it has made no modifications to the Product and agrees to comply with the terms and conditions provided herein. Upon confirmation of the attestation, the Licensee’s Product will be approved and listed on the APL.

# Contact Information

## Vendor Company Information:

| Company Name |  |
| --- | --- |
| Address |  |
| City |  |
| State |  |
| Zip Code |  |
| Company Website |  |

## Vendor Primary Contact Information:

| First Name |  |
| --- | --- |
| Last Name |  |
| Title |  |
| Address |  |
| City |  |
| State |  |
| Zip Code |  |
| Phone Number |  |
| Email Address |  |

## Vendor Secondary Contact Information:

| First Name |  |
| --- | --- |
| Last Name |  |
| Title |  |
| Address |  |
| City |  |
| State |  |
| Zip Code |  |
| Phone Number |  |
| Email Address |  |

## Licensee Company Information *(if submitting under Scenario #1)*:

| Company Name |  |
| --- | --- |
| Address |  |
| City |  |
| State |  |
| Zip Code |  |
| Company Website |  |

## Licensee Primary Contact Information *(if submitting under Scenario #1):*

| First Name |  |
| --- | --- |
| Last Name |  |
| Title |  |
| Address |  |
| City |  |
| State |  |
| Zip Code |  |
| Phone Number |  |
| Email Address |  |

## Licensee Secondary Contact Information *(if submitting under Scenario #1):*

| First Name |  |
| --- | --- |
| Last Name |  |
| Title |  |
| Address |  |
| City |  |
| State |  |
| Zip Code |  |
| Phone Number |  |
| Email Address |  |

# Product Description

In the following section, provide the requested information about the licensed products. Use the example tables as guides on how to complete the blank Vendor tables. Add rows to any Vendor table as needed.

## Licensed Product

Define the Product that the Vendor has authorized its Licensee to rebrand as illustrated in in *Table 1*.

*Table 1 – Licensed Product Details (Example)*

| **APL Certificate Number** | **Vendor’sProduct Name** | **Vendor’s Product Number** | **Category for this Product** | **Licensee’sProduct Name** | **Licensee’sProduct Number** |
| --- | --- | --- | --- | --- | --- |
| 1122 | XYZ Intelligent Controller | xx-yy2 | PACS Infrastructure | ABC Smart Controller | A-1234 |

*Table 2 – Licensed Product Details (Vendor)*

| **APL Certificate Number** | **Vendor’sProduct Name** | **Vendor’s Product Number** | **Category for this Product** | **Licensee’sProduct Name** | **Licensee’sProduct Number** |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |

# Attestation and Signature

1.

Each party hereto attests the following to the Program:

* It has sufficient right, title, and interest in and to the Product and that the Product meets the definition provided in Federal Acquisition Regulation (FAR) 2.101 of “commercially available off-the-shelf item,” or that it is unreleased for general availability version of a Product that it has a good faith expectation that when released upon the conclusion of development will qualify as such;
* It has complied with the rules, regulations, and procedures supplied in the Program’s Concept of Operations and its supporting documentation (“Program Requirements”);
* Upon receipt of certification, it may utilize the GSA FIPS 201 Approved Logo (“Logo”) provided by the Program in accordance with the usage guidance prescribed by the Program and it agrees 1) not to release anything publicly or otherwise distribute any of its Products labeled with the Logo unless such Products have been certified by the Program and are currently listed on the APL and 2) not to use the Logo in any way that is unlawful or that reasonably could be expected to harm the FIPS 201 Evaluation Program or any other party. It understands that the Program reserves the right to rescind its usage of the Logo if it fails to comply with the Program’s usage guidance;
* It acknowledges that inclusion of its Product on the APL shall not be considered an endorsement by the Government, nor shall there be any guarantees that said Product shall be purchased for use by the Government;
* It will make available to the Program all updates and patches to its Product in an expeditious manner for analysis and testing; and

It acknowledges and agrees that during the time its Products are listed on the APL, they shall remain in a state that meets all Program Requirements. If it identifies an actual or expected failure to meet all Program Requirements, it agrees to notify the Program immediately. It understands that the Program will assess the failures in accordance with the Program Requirements and may require it to follow the external notification processes stipulated therein and that the Program, in its sole judgment, may remove its Product from the APL for failure to cure identified deficiencies. At the time of removal, it shall immediately cease using the Logo as directed by the Program. The product will be moved to the Remove Products List (RPL).

# Signatures

Vendor:

| Signature |  | Date |  |
| --- | --- | --- | --- |
| Printed Name |  |
| Title |  |

Licensee (*if submitting under Scenario #1):*

| Signature |  | Date |  |
| --- | --- | --- | --- |
| Printed Name |  |
| Title |  |