

## **AGREEMENT TO MANUFACTURE**

WHEREAS the undersigned hereby applies for a Certificate of Authority from The Institute of Heraldry, Department of the Army, to manufacture and commercially distribute Service flags, the manufacture of which is prohibited by Title 36 U.S.C., Section 901 except when authorized under regulations made pursuant to law, as promulgated by The Institute of Heraldry.

A Certificate of Authority issued pursuant to this Agreement may be revoked, at the sole discretion of the Director of The Institute of Heraldry, for failure of the holder to comply with the provisions of Title 36 U.S.C., Section 901; or, DoD 1348.33M, Manual of Military Decorations and Awards; or, for any violation of any provision of this Agreement.

It is understood that the Certificate of Authority issued pursuant to this Agreement is neither transferable to any other individual, firm, nor manufacturer; nor does it imply the granting of exclusive rights to produce Service flags by the holder. The Certificate of Authority to Manufacture Service flags constitutes authority to manufacture Service flags only by the undersigned at the address set forth herein.

### **TERMS OF THE AGREEMENT**

1. We agree to notify the Director, The Institute of Heraldry, 9325 Gunston Road, Room S-113, Fort Belvoir, Virginia 22060-5579 within 14 days of any change in the address or name of the company appearing in the Certificate of Authority. Failure to report such a change of name or address may result in revocation or suspension of the Certificate of Authority issued hereunder. If requested by The Institute of Heraldry, we agree to provide requested samples to The Institute of Heraldry at no expense to the Government for certification purposes prior to offering such items for sale and periodically thereafter as may be required.
2. We agree that all Service flag items manufactured under the Certificate of Authority will conform to government specifications and drawings and that:
  - a. We will ensure that Service flags will be produced utilizing cartoons, drawings and/or specifications provided only by TIOH and will be manufactured in accordance with TIOH drawings 5-1-355 and 5-1-355A respectively.
  - b. We will maintain adequate process and quality control procedures to ensure that the Service flag items continually comply with all applicable government specifications and drawing requirements.
  - c. We understand that this agreement and certification will be valid for five years, at which time we will have to be re-certified in order to continue producing Service flag items.

3. We agree and understand that "commercial distribution" includes post exchanges, base exchanges, direct sale to military units, collectors and any other outlet not covered by Government contract.

4. We agree, upon seven days notice, to allow personnel from TIOH to fully inspect all facilities used to manufacture (NOTE: If Service Flags are produced in a private residence this paragraph does not apply) the items authorized for manufacture under this agreement.

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

SWORN AND SUBSCRIBED BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires  
\_\_\_\_\_