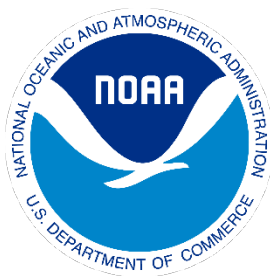


NOAA EMBLEM AND LOGO LICENSING POLICY

Purpose and Authorities

The National Oceanic and Atmospheric Administration (NOAA) has determined that to increase public awareness of its science, services, and products, the NOAA Emblem and NOAA logo (a variation on the Emblem) (collectively, “NOAA Marks”), may be licensed to commercial vendors for limited purposes. The NOAA Emblem and NOAA logo have been in use since 1971, and are registered trademarks of NOAA, U.S. Department of Commerce. NOAA Marks may not be used without explicit permission from NOAA.



NOAA Emblem:



NOAA Logo:

Commercial vendors interested in producing merchandise with one or more NOAA Mark (or “NOAA-related merchandise”) must comply with the legal and policy requirements provided below. Once a commercial vendor has agreed to comply with those requirements, NOAA’s Office of Communications (or “Licensor” or “NOAA”) will provide to the commercial vendor (or “Licensee”) a Revocable Trademark License Agreement for Use of NOAA Mark(s) (or “License”; *see* Attachment A), which must be signed by the Licensor and Licensee prior to use of the NOAA Mark(s).

All uses of the NOAA Mark(s) must comply with the requirements listed below, [Department of Commerce Department Administrative Order \(DAO\) 201-1](#), and all licensing terms captured in the attached License.

To enter into a License with NOAA, the Licensee must agree to the requirements listed below:

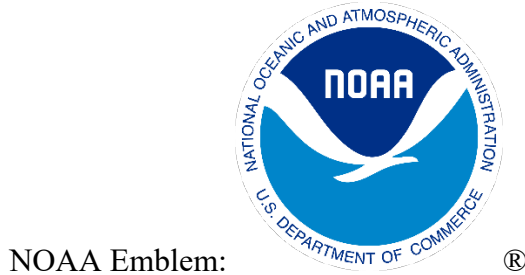
- (1) As a U.S. government agency, NOAA will not promote or endorse or appear to promote or endorse a commercial product, service, or activity. Therefore, there are strict regulations and restrictions on the Licensee’s use of any of the NOAA identifiers, emblems, logos, or devices, including without limitation the NOAA Mark(s) as addressed in more detail below.

- (2) The Licensee's request for use of the NOAA Mark(s) must describe the intended use of the NOAA Mark(s) on the NOAA-related merchandise. Requests should include a sample of each print, product, design, and/or detailed layout/sketch to show the proposed use to, and obtain written approval from, the Licensor. The Licensee's use of the NOAA Mark(s) must be consistent with and promote the purposes of NOAA and should be separate from the Licensee's identifiers, logos, and other trademarks.
- (3) The Licensee agrees to take all reasonable measures to ensure that all products bearing the NOAA Mark(s) are made in the United States of America.
- (4) The Licensee shall not use the NOAA Mark(s) in a manner that suggests "co-branding" of products.
- (5) The Licensee shall not show third-party identifiers, logos, or other trademark visuals (including non-logo trademarks) together with the NOAA Mark(s) on products in a manner that suggests NOAA jointly created the product or that the Licensor is sponsored or endorsed by NOAA.
- (6) The Licensee's product hangtags shall not imply that NOAA was involved with the production of the merchandise.
- (7) The Licensee shall not print the NOAA Mark(s) on certain products given that NOAA is a government agency. These may include, for example, merchandise/products in areas like tobacco, illegal substances, and anything involving partisan political views.
- (8) The Licensee shall not use the NOAA Mark(s) in association with vulgar language, personal attacks of any kind, or offensive terms/posts that target protected classes including, but not limited to, race, color, religion, sex (including gender identity, sexual orientation, transgender status, and pregnancy), national origin, age (40 years of age and over), genetic information (including family medical history) or disability (physical or mental).
- (9) The Licensee shall not use the NOAA Mark(s) to imply NOAA's endorsement or support of any external organization, program, effort, or persons. The Licensee shall not use the NOAA Mark(s) as a branding device or for advertising, trade press, promotions, or similar marketing purposes, on third-party websites or communications material.

- (10) The Licensee shall not use the NOAA Mark(s) as or within the primary identifiers as part of a social media handle, user name or profile or user profile images, or other information used to describe the user identity on an online platform.
- (11) The Licensee's use of the NOAA Mark(s) is non-transferrable and may not be shared with other companies or entities.

**ATTACHMENT A:
REVOCABLE TRADEMARK LICENSE AGREEMENT
FOR USE OF NOAA MARK(S)**

Whereas the National Oceanic and Atmospheric Administration, U.S. Department of Commerce ("NOAA" or "Licensor") has adopted and is using the NOAA Emblem, the NOAA Logo (a variation on the Emblem), or other agency symbols (hereafter the "NOAA Marks"),



which also are registered with the U.S. Patent and Trademark Office as a trademark; and

Whereas [Insert name of third-party] (the "Licensee") desires to use the licensed NOAA Mark(s) in accordance with the terms of the *NOAA Emblem and Logo Licensing Policy* and in association with its activities to [Insert description of how the NOAA Mark(s) will be used/authorized (e.g., on apparel) and any explicit conditions and additional limitations (e.g., cannot be worn at political events)];

Now, therefore, in consideration of the mutual promises herein contained, it is agreed that:

1. **Grant of License:** The Licensor hereby grants to the Licensee a non-exclusive, royalty-free right to use the NOAA Mark(s) in accordance with the terms of the *NOAA Emblem and Logo Licensing Policy* and for the purposes described herein. Licensee agrees that: (i) the NOAA Mark(s) will not be used in a way that would suggest that it is the property of Licensee or any other third party, and (ii) Licensee will include the following notice in conjunction with its use of the NOAA Mark(s), as appropriate (see section 6 below):

“The NOAA Emblem is a registered trademark of the National Oceanic and Atmospheric Administration, used with permission.”

Or, as appropriate,

“The NOAA Logo is a registered trademark of the National Oceanic and Atmospheric Administration, used with permission.”

2. **Quality Control:** The Licensor shall have the right, at all reasonable times, to inspect the Licensee's goods, services and promotional activities employing the NOAA Mark(s) to ensure that such use is of proper quality and otherwise consistent with this Agreement.
3. **Duration and Termination:** This Agreement shall terminate [Insert: Date certain, *not longer than five years*]. The Licensee, however, may request a renewal of this Agreement for an additional term subject to the express written consent of the Licensor. Such consent shall be in the form of a properly executed Renewal Agreement signed by authorized signatories of the Parties. In the event of a breach of any of the terms and conditions of this License by the Licensee, the Licensor shall give Licensee written notice of such breach. In the event Licensee does not cure such breach within thirty (30) days, Licensor may immediately terminate this License and shall notify the Licensee in writing of such termination. Upon termination of this Agreement, all rights of the Licensee to use the name and NOAA Mark(s) shall immediately terminate.
4. **Validity and Ownership of NOAA Mark(s):** The Licensee acknowledges and agrees that the Licensor is the owner of all right, title, and interest in the NOAA Mark(s), and all such right, title, interest, and ownership shall remain with the Licensor. The Licensee further acknowledges that the Licensee shall not acquire any right, title, interest, or ownership in the NOAA Mark(s) by virtue of this License Agreement or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. The Licensee is prohibited from interfering with Licensor's rights in the licensed NOAA Mark(s), including challenging Licensor's use, registration of, or application to register the licensed NOAA Mark(s) alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Licensee is further prohibited from attempting to register the licensed NOAA Mark(s), any derivatives thereof, or any confusingly similar mark, whether or not registered by Licensor, alone or in combination with other words or designs, as a U.S. or foreign trademark or as a part of a domain name.
5. **Assignments and Sub-Licenses:** This License is not assignable, and any attempt by the Licensee to assign any portion of the License or to grant a sub-license shall be deemed a breach of this Agreement and shall be cause for termination. The Licensee may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing and distribution activities under this Agreement; Licensee shall provide to Licensor—and must receive prior approval from Licensor—any such subcontract prior to manufacturing and distribution activities.
6. **Use of NOAA Mark(s):** Before the Licensee uses the NOAA Mark(s), it shall send a sample of each print, product, design, or other work to show the proposed use to, and obtain

written approval from, the NOAA Office of Communications Director or Deputy Director. In addition, after approval is obtained, Licensee shall abide by the following guidelines:

(i) The Licensee will comply with the requirements listed in this license agreement and the *NOAA Emblem and Logo Licensing Policy*.

(ii) The Licensor considers the NOAA name and NOAA Mark(s) to be its trademarks and service marks and holds them out to the public as such. The Licensee in using the NOAA Mark(s) shall clearly indicate that it is Federally registered with the U.S. Patent & Trademark Office and that it is the property of the Licensor.

(iii) The Licensee agrees to use the NOAA Marks provided to them and not to change or manipulate the marks in any way other than to change the size to fit the purpose.

7. **Infringement:** The Licensee is required to notify the Licensor of any potential infringement of the NOAA Mark(s) of which the Licensee is aware or reasonably should be aware. The Licensor retains the right to determine what constitutes infringement and the course of action to be taken to address it.
8. **Sale of Licensee if Not an Individual:** If Licensee is dissolved, or if Licensee (or the majority of the assets thereof) is sold to, acquired by or merged with another entity, Licensor shall have the right to immediately and unilaterally terminate the License.
9. **Insolvency or Bankruptcy:** Licensor shall have the right to immediately and unilaterally terminate the license if the Licensee discontinues business, becomes insolvent, or if any action relating to the bankruptcy or insolvency of the Licensee is instituted.
10. **Governing Law:** This Agreement shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction.
11. **Indemnification:** The Licensee agrees to indemnify and hold the Licensor harmless from any and all claims, damages, and attorneys' fees arising from the use of the Licensor's names and/or NOAA Mark(s) by the Licensee and its operations under the Agreement, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof.

12. **Agreement Amendments:** This Agreement may be amended only through a written instrument executed by a duly authorized representative of each of the Parties hereto.

In witness whereof, the parties have caused this document to be duly executed as of the latter of the two dates below.

13. **Approval**

FOR LICENSEE:

_____	_____
[Name of Signatory]	Date
[Company]	
[Contact: Address, Email, Phone]	

FOR LICENSOR:

_____	_____
Scott Smullen	Date
Deputy Director	
NOAA's Office of Communications	
NOAA	