

License Language for YAYAP Cooperative Agreements

1. Purpose:

The NPS Youth and Young Adult Programs (YAYAP) contribute to the future of the NPS and encompass a full range of youth-oriented developmental programs and projects conducted in and around national parks, NPS support offices, as well as in local communities, and in collaboration with partner organizations. Participants in YAYAP are in regular contact with the public as ambassadors of the work of the NPS. To distinguish the importance of these positions in supporting NPS parks and programs, the Youth Programs Division recognized a need to identify YAYAP participants and their unique relationships more effectively and publicly with the NPS. Working collaboratively with other NPS stakeholders, the Youth Programs Division has developed an official YAYAP Insignia for this purpose that incorporates the NPS Arrowhead, a registered trademark of the NPS (see Registration No. 4706627), protected in accordance with the Lanham Act (15 U.S.C. § 1051 et seq.) and subject to the regulations found in Title 26, Part 11, of the Code of Federal Regulations.

2. Definitions:

- a. “Intellectual Property” means, with respect to any party, all rights protecting tangible or intangible contributions, products, inventions (whether or not patentable, whether or not patented, and whether or not reduced to practice), marks (whether or not registerable, whether or not registered, and whether or not used in commerce), works of authorship (whether or not copyrightable), or other creations of the human mind; this includes copyrights, Marks, patents or patent applications, patents to be issued pursuant thereto, and all divisions, continuations, reissues, substitutes, and extensions thereof, trade secrets, confidential business information, technical data, computer software, rights of publicity or privacy, and similar protections.
- b. “Marks” means, with respect to any party, all trademarks, service marks, trade dress, corporate and brand identifications, and indicia, including without limitation word marks, logos and other picture marks, names, phrases, symbols, composite marks, institutional images, look and feel, images of such party’s employees, taglines, web content, domain names, and other identifiers, used by such party to distinguish its goods or services, whether registered or not and whether in use or not.
- c. “Insignia” means the official Youth and Young Adults Programs Insignia, established and subject to the requirements of NPS Policy Memorandum 24-05 and managed by the NPS through the Youth Programs Division. The Insignia is a Mark of the NPS and an official insignia under 18 U.S.C. § 701, which imposes criminal penalties for its unauthorized manufacture, sale, or possession. The Insignia consists of the Arrowhead appearing in a circular orientation with the text “Youth and Young Adults Programs” in

the rocker or outer ring. The central field of this device is the official NPS Gray, inspired by the park service uniform shirt, which provides an established brand color impression to acknowledge the relationship of non-NPS employees that work in front line positions.

3. Use and Ownership of NPS Marks:

- a. License Grant: The NPS hereby grants to the Recipient a royalty-free, non-exclusive, non-transferable license to use the Insignia, as defined above, for use solely in carrying out the Insignia's purpose as the primary and consistent graphic identifier for YAYAP in a manner that promotes NPS goals and values. The public must easily recognize Interns by means of a visible distinction from paid employees, which the Insignia serves when used on certain uniform items, supplies, and equipment described herein. Any use of the Insignia shall inure to the benefit of the NPS. This license shall cease upon termination or expiration of the agreement, or as otherwise determined by the NPS Director or by law.

Consistent with NPS Memo Policy Memorandum 24-05, this license grant authorizes the Recipient to use the Insignia on the following goods or services:

- The following YAYAP participant uniform items:
 - Shirts (e.g., t-shirts, collar, polo)
 - Outerwear (e.g., jackets/coats, sweatshirts, rain gear)
 - Headgear (e.g., hats, sun visors, beanies, bandanas)
 - Safety gear (e.g., hard hats, helmets)
 - Lapel pins
 - Name badges
- The following YAYAP participant supply items:
 - Backpacks
 - Water bottles
 - Notebooks/Folders
- The following Recipient Publications:
 - Webpages
 - Official Reports
 - Brochures/Fliers/Rack cards
 - Posters
 - Recipient YAYAP content on social media platforms (Facebook, Instagram, LinkedIn, etc.)

Consistent with NPS Memo Policy Memorandum 24-05, this license grant prohibits the Recipient from using the Insignia in any manner as follows:

- As the primary graphic identifier for Recipient
- As the primary graphic identifier on Recipient materials (e.g., primary profile image for web and social media platforms)
- In any manner likely to cause confusion or that disparages the NPS or its employees
- In any manner that expresses or might imply the NPS's or Recipient's affiliation, sponsorship, endorsement, certification, or approval of a third-party product, service, or activities

- In association with any Recipient fundraising efforts
- In a product name or publication title not owned, controlled, or approved by the NPS
- On mementos, trinkets, giveaways, or sales merchandise
- On vehicles, boats, and any other similar equipment that does not belong directly to the NPS and/or is not operated by the NPS
- On buildings or structures that do not belong directly to the NPS and/or are not operated by the NPS
- For any prohibited use in NPS Special Directive 93-7

Any use of the Insignia by Recipient not described above is also prohibited without explicit approval of the NPS as described in NPS Policy Memorandum 24-05.

- b. Sublicensing Solely to Vendors: The Recipient has the right to sublicense the Insignia solely in order to carry out activities described in the agreement. This license grants permission to use the Insignia only to the Recipient. This permission cannot be transferred to other entities involved in an event or project, except for the purpose of permitting a vendor to produce an authorized product, publication, or similar item for or on behalf of the NPS or the Recipient. When placing vendor orders for products with the Insignia, Recipients must provide the NPS with either a copy or a report detailing the permission to use the Insignia and the quantity of units ordered. Upon delivery of the order, a vendor must be required to delete all image files.
- c. Quality Control and Goodwill: The Recipient acknowledges that the maintenance of the high quality of the services, materials, products, and merchandise produced, sold or otherwise prepared for public dissemination pursuant to or in order to carry out activities described in the Agreement, as well as the control by the NPS over their nature, quality, and manner of delivery or distribution, are material conditions of the agreement. The Recipient shall maintain the distinctiveness of the Insignia, the reputation of the NPS brand, and the high quality of the services, materials, products, and merchandise bearing the Insignia licensed herein. The Insignia may be used and appear together with other Marks used in connection with Recipient-related goods and services but must stand by themselves. The Recipient shall immediately cease use of a Mark used in connection with the activities described in the agreement on request of the NPS.
- d. Reporting: Uniform, supply, and equipment details must be listed on a task agreements and detailed budget under this agreement. As noted above, Recipients must report the names of Recipient vendors when placing orders. Annually, Recipients who use the Insignia must submit a report on the usage and quantity of the purchased items, along with their required final Performance Report and final Federal Financial Report, which is due 120 days after the end-date of the term of agreement.
- e. Rights and Ownership: The Recipient acknowledges that the NPS is the sole and exclusive owner of all rights, title, and interest in and to all Marks belonging to the NPS (including the Insignia). All new uses identifying NPS park units, locations, facilities, or programs (including use of the Insignia), within combinations, forms, derivatives, or newly designed marks, must be approved in advance by the NPS. The Recipient further acknowledges, represents, and warrants that it has not acquired and shall not acquire

(whether by operation of law, by this agreement, or otherwise) any right, title, interest, or ownership (collectively “Ownership Rights”) in or to, and that it has not registered or attempted to register and shall not register or attempt to register, directly or indirectly through others, any application for any trademark registration with respect to the Insignia or any NPS Mark or any part or derivative thereof. Should any Ownership Rights arise, be acquired, or become vested in the Recipient, the Recipient agrees to assign, and hereby assigns, all such Ownership Rights to the NPS free of consideration. The Recipient shall immediately provide and execute all documents reasonably requested by the NPS to effectuate and record each such assignment. The Recipient will cooperate with the NPS in the protection and enforcement of rights to all NPS Marks both during and after the term of the agreement. The Recipient shall not, during the term or at any time thereafter, do anything inconsistent with NPS’s ownership of any NPS Mark. The Recipient shall not, during the term or at any time thereafter, do anything which, in the NPS’s sole judgment, could in any way damage the validity and subsistence of any NPS Marks, such as opposing, disputing, challenging, any NPS Mark or any application for registration or registration thereof, or filing a conflicting application for registration with respect to any NPS Mark, or assisting others in doing so. This paragraph does not affect the Recipient’s rights to its own Marks or to any use of Marks belonging to the NPS that constitutes a legal fair use.

- f. Use of the NPS Arrowhead: This license is limited to the Insignia as defined above and does not authorize any use of the NPS Arrowhead separate and apart from the Insignia.

4. Brand and Graphic Requirements:

Recipient must use the approved versions of the Insignia, as described in the [Youth and Young Adults Identity Standards](#) developed by the Harper’s Ferry Center, without making any changes to the design elements, wording, or partnership language. Any utilization of the Insignia must adhere to all technical specifications established or referenced in this agreement or NPS Memo Policy Memorandum 24-05. Any technical questions regarding use of the Insignia or complying with the Standard should be directed to NPSbrand@nps.gov.

5. General Requirements:

- a. The Recipient will promptly provide the NPS with written notice of any action, claim, or demand brought or threatened by a third party against it when arising out of its use of any NPS Mark in furtherance of the purposes of the agreement.
- b. The Recipient represents and warrants that any Recipient Intellectual Property used to carry out the activities described in the Agreement will not infringe or misappropriate the rights of the U.S. government or any third party.
- c. In the event of the Recipient’s dissolution, insolvency, or the occurrence of a pending bankruptcy event (including a petition, filing, application, or other indication of intended bankruptcy), any license of NPS Intellectual Property to the Recipient shall immediately terminate, and the Recipient hereby transfers and assigns all ownership, rights, title, or interest in all goods or other materials and the Intellectual Property therein that the

Recipient has caused to be manufactured or created prior to the dissolution, insolvency, loss of non-profit tax exempt status, or bankruptcy event.