

**National Marine Sanctuary System
Sponsorship, Licensing, and Donation Guidance
v. 2019**

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1. Purpose

Under the National Marine Sanctuaries Act, 16 U.S.C. § 1431 et seq., (NMSA) the National Marine Sanctuary System (NMSS) has the authority to enhance its management, science, outreach, and sustainability missions through donations, partnerships, sponsorships, and licensing. While partnerships remain a robust and integral part of how the NMSS conducts business, donations have historically been small-scale and the sponsorship and licensing authorities under the National Marine Sanctuaries Act remain largely unutilized. New guidance, as laid out in this document, is imperative to ensure the sanctuary system moves forward confidently and expeditiously and remains faithful to its role as a steward of marine resources and trustee for the American people. The purpose of this guidance is to:

- Describe the sanctuary system's authorities for donations, sponsorships, and licensing of the NMSS symbol;
- Maximize the use of authorities given to the sanctuary system under the National Marine Sanctuaries Act;
- Establish criteria and procedures for reviewing, accepting, and recognizing sponsors and licensees;
- Establish criteria and procedures for reviewing, accepting, and recognizing donations;
- Communicate sanctuary system opportunities and policies to potential donors, sponsors, and partners; and
- Maintain the integrity of and public confidence in the NMSS.

2. Authorities

The NMSS has numerous authorities under the National Marine Sanctuaries Act, including:

- Entering into cooperative agreements, contracts, and other agreements (Section 311(a));
- Entering into an agreement with any nonprofit organization authorizing the organization to solicit private donations to carry out NMSS purposes and policies (Section 311(b));
- Accepting donations of funds, property and services for use in designating and administering national marine sanctuaries (Section 311(c));
- Entering into an agreement to use the personnel, services, or facilities of a state or other federal agency, where appropriate, to assist in carrying out NMSS purpose and policies (Section 311(e));
- Applying for and accepting grants from other Federal agencies, States, local governments, regional agencies, interstate agencies, foundations, or other persons, to carry out the purposes of the NMSA (Section 311(f));
- Creating and using a symbol for the national marine sanctuary program, individual national marine sanctuaries, or the System (Section 316(a));
- Soliciting and designating official sponsors of individual sanctuaries or the sanctuary system as a whole (Section 316(a));

- Creating, marketing, and selling products to promote the sanctuary system, or entering into agreements authorizing others to do so (Section 316(a));
- Retaining and using any monetary and in-kind contributions raised through such means without further appropriation to designate and manage national marine sanctuaries (Section 316(a));
- Authorizing use of an NMSS symbol by a partner engaged in collaborative efforts to further the purposes and policies of the NMSA and benefit the NMSS if otherwise consistent with Department Administrative Order (DAO) 201-1 (Section 316(f)); and
- Entering into agreements with non-profit partners to solicit sponsors (Section 316(g)).

In addition, NOAA is delegated authority to accept, hold, administer, and utilize gifts under 15 U.S.C. § 1522.

3. Donor, Sponsorship, and Licensee Definitions and Inter-relationships

3.1 Definitions

The following definitions are not statutory and are provided here for consistency and clarity.

- Donor: a person who donates money, property, services, or something else of value to the NMSS
- Sponsor: an individual or entity (including a nonprofit or for-profit corporation, or another government agency) who provides support of some kind to the NMSS in return for being made an official sponsor of the NMSS. The NMSS may provide official acknowledgement and/or tickets to events to sponsors, as appropriate, and authorize use by sponsors of the whale tail or other NMSS mark
- Licensee: a person or organization who has been formally licensed by the NMSS to use the whale tail logo and/or other NMSS marks and logos

3.2 Inter-relationships

A person or organization can be a donor, sponsor, and licensee (or any of the three) all at the same time. As discussed below, the NMSS can accept a donation by use of a CD-210 and following required procedures; no agreement is needed solely to accept a donation. Sponsor and licensee relationships require agreements. If a person or organization is going to be both a sponsor and licensee, both relationships should be articulated in a single agreement.

4. General Donor, Sponsorship, and Licensee Review and Evaluation Process

All proposals for donations, sponsorships, or licenses per these Guidelines must be reviewed and approved by the Office of National Marine Sanctuaries Communications Director. All proposals

for donations, sponsorships, and licensing arrangements must follow the below review and evaluation guidance.

4.1 Acceptance Considerations

The NMSS will review all proposed sponsors, licensees, donations, gifts, in-kind contributions, and cause marketing campaigns (see discussion below under Generating Support), and their circumstances before acceptance. The information made available to the NMSS is used to make informed decisions about whether to accept a donation or enter into an agreement for sponsorship or licensing. All donations and potential sponsors and licensees are vetted to:

- Ensure that any conditions or restrictions are consistent with the NMSS mission and values;
- Ensure compatible or complementary mission or goals between the partner and the NMSS;
- Avoid conflicts of interest, which includes any situation that may be perceived by the public as affecting impartiality;
- Ensure the donation or agreement meets a legitimate NMSS need, facilitates the purpose of the System, and does not require the commitment of funding that is not planned or available;
- Ensure the NMSS is able to properly and effectively use and manage any donated real or personal property, consistent with its policy, programmatic, and management goals;
- Maintain NMSS and NOAA impartiality, as well as the appearance of impartiality;
- Maintain public confidence in the NMSS and NOAA;
- Protect brand integrity and enhance the sponsorship program overall;
- Consider the cumulative effects of any donations, sponsorships, and/or licensing that occur across multiple regions or sites; and
- Prevent financial liability and ensure compliance with applicable laws and regulations.

The NMSS will not accept a donation nor enter into a sponsorship or licensing agreement that imposes or purports to impose any unacceptable or unlawful long-term conditions or obligations on the NMSS. Clearance and acceptance of donations will be done in coordination with the DOC Office of Ethics.

As a policy, the NMSS declines direct donations for its sites, projects, and programs from, and refrains from entering into any sponsorship or licensing agreements with:

- Entities where the donation or proposed agreement would appear to unduly influence the NMSS, including agency contractors;
- Sources or entities that would identify the NMSS with any illegal or questionable products, or products inconsistent with the NMSS mission;
- Sources or entities that would generate controversy or harm public confidence;
- Entities that have an application pending for an ONMS or other NOAA permit, including applications for authorizations or certifications;

- Entities that are being investigated for violation of ONMS permit conditions, ONMS or NOAA regulations, or any other law for which NOAA has jurisdiction;
- Entities that are being investigated for the destruction, loss of, or injury to a sanctuary resource;
- Entities involved in litigation with NOAA or its line offices; or
- Any other entities subject to regulation by NOAA, on a case by case basis.

The NMSS reserves the right to refuse sponsor or licensee status to any organization for any reason.

4.2 Exceptions

The following types of donations and agreements are not subject to the donor or partner vetting processes outlined in this document, though they remain subject to other existing requirements and processes.

1. Donations and grants from or agreements with federal, state, tribal, and local governments;
2. Donations from or agreements with accredited educational institutions;
3. Donations offered during and related to natural and other emergencies;
4. Agreements established through normal procedures that involve no transfer of funds; and
5. Small-scale, one-time donations from individuals.

The NMSS may accept donations, contributions resulting from licensing agreements, and other forms of support including:

- Checks or equivalent instruments (cash may not be accepted)
- Tangible personal property;
- Artifacts or museum collections;
- Intellectual property; and
- In-kind (such as goods, products, services, volunteer time, and professional and other expertise).

4.3 Brand Management and Logo Licensing

The NMSS brand and logos have value in the commercial marketplace, and their use must be controlled to ensure mission alignment, quality, and strategic co-branding. NMSS marks and logos include the whale tail, plus any secondary or special (e.g., anniversary) logos that are developed. The NMSS must approve requests by sponsors and licensees to use NMSS marks and logos for marketing campaigns, branding, sponsorship, and commercial/retail purposes.

Care must be taken not to overuse NMSS marks and logos, or to use them in ways that would compromise the reputation and integrity of the NMSS or devalue the NMSS brand. NMSS logos

cannot be used in conjunction with images, language, or behaviors that promote stereotypes or negatively portray individuals or groups based on age; gender or sexual orientation; race or color; disability; or ethnicity or national origin.

To ensure the correct and consistent display of the mark, sponsors and licensees must use the digital files provided by the NMSS. The mark should be used in positive, not reverse, and outline versions must not be used. The mark must not be distorted and any scaling of image files must be performed equally on the entire image. There should always be sufficient contrast between the mark, and the background and the trademark (TM) symbol must always be included.

In addition to the requirements of this section, approval to use NMSS marks and logos is subject to DAO 201-1.

5. Use of Donations, Support from Sponsors, and Contributions Received through Licensing Agreements

The NMSS may use donations, including donations from sponsors, and contributions received through licensing agreements to fund or otherwise support any activity relating to designation and management of national marine sanctuaries for which annually appropriated funds could be used, subject to the following:

- Such funds may not be used to pay the salaries of federal employees, except as authorized by appropriate language in each year's appropriation act; in FY18 this language is "fees and donations received by the National Ocean Service for the management of national marine sanctuaries may be retained and used for the salaries and expenses associated with those activities, notwithstanding section 3302 of title 31, United States Code;"
- Such funds may not be used to pay for the travel of federal employees, unless such funds are unsolicited;
- Products developed from such funds (including research papers; books; maps/charts; exhibits and other interpretive products; and films) must undergo the same reviews and meet the same standards and approvals as those produced with annual appropriations; and
- No project, particularly capital improvements or construction, may be started without all funds needed for completion in hand (except for planning phases and feasibility studies for large projects).

6. Accountability and Recordkeeping

The deposit and management of funds received from licensing agreement contributions and monetary donations must be consistent with all Government, Department, and Finance policies, such as the Treasury Financial Manual, DOC Financial Management Handbooks and policies, NOAA Finance handbooks and policies, and the requirements for acceptance and use of

donations under DAO 203-9 and 203-10. Contributions from licensing and sponsorships must be kept in a Treasury account and processed with appropriate associated processes. All monetary donations must be kept in a gift account and processed with appropriate associated processes. All non-monetary donations accepted by a site or program must be accounted for under the same standards and procedures used to account for other similar government property, such as use of a CD-210 form and maintaining an inventory of capitalized and accountable donated property. The donor is responsible for establishing the value of the item for purposes of federal and state tax laws; the NMSS does not give valuation or tax advice.

7. Procedures Specific to Sponsorships

A successful sponsorship program can benefit the NMSS, its partners, and the sponsor. Sponsorship can take a number of forms, including financial support, media support, and in-kind support, and can pertain to numerous projects including events, volunteer activities, documentaries and short films, exhibits, educational and outreach programs, and research missions.

Sponsorship opportunities with the NMSS offer public recognition of the sponsor's connection with a worthy cause, which may help it attract new customers or clients or bolster its reputation through the "halo effect" (impressions of the organization's goodwill). The NMSS receives financial support, in-kind services, or product donations, and may experience increased media and public attention.

An entity or individual may only be recognized as an official sponsor of a site, program, or the sanctuary system as a whole if a sponsorship agreement is in place. A sponsorship should not state or imply NMSS endorsement of the sponsor, or of any product or service of the sponsor.

The sponsor and the NMSS must have an approved sponsorship agreement (Appendix) that establishes a formal relationship and defines each entity's roles and responsibilities. The agreement may also act as a licensing agreement by authorizing the partner to use the whale tail logo in exchange for the remission of contributions resulting from the sale of licensed products and/or in-kind support to the NMSS. The agreement will clearly outline the goals and objectives of the relationship, and the expectations and responsibilities of all parties in areas such as communications, risk mitigation, sharing of intellectual property, co-branding efforts, accountability, accessibility, and recordkeeping.

Sponsorship recognition categories are generally described in Table 1, but these are general guidance and may be negotiated as appropriate with prospective sponsors.

Table 1

Sponsorship Category	Funding Amount	Acknowledgements
Blue Whale	\$35k and above (requires Secretarial approval)	- Tickets to national/system level events, as appropriate - Acknowledgements in national/system level outreach products and events, as appropriate - Certificate of Gratitude
Right Whale	\$20k to \$34,999	- Acknowledgements in regional or national/system level outreach products and events, as appropriate - Tickets to regional or national/system level events, as appropriate - Certificate of Gratitude
Humpback Whale	\$10k to \$19,999	- Acknowledgements in local or regional level outreach products and events, as appropriate - Tickets to local or regional events, as appropriate - Certificate of Gratitude
Gray Whale	\$1k to \$9,999	- Certificate of Gratitude
Minke Whale	Up to \$999	- Thank you letter

Sponsors may be approached in the following manners:

- A general public call may be made seeking sponsors for a specific project or set of projects through appropriate channels, including sanctuary websites, publications (e- and hard copy formats), or other sanctuary outlets;
- A general call may also be made to media outlets that are generic to a specific sector as appropriate to the project(s).
- A general public call may also be made seeking sponsors for a specific project or set of projects through the formal request for proposals process; and/or
- Specific potential sponsors may be approached as long as they are part of a group of such possible sponsors identified by specific criteria (to be developed for each project). They may be approached via individual outreach, as desired and appropriate.

The approaches described above are not mutually exclusive and sponsors can be pursued however is best suited to the project(s) and the best way(s) to approach potential sponsors, as long as the applicable parts of these guidelines are observed.

If the NMSS is independently approached by a potential sponsor who meets the applicable conditions and requirements of this guidance, a sponsorship agreement may be entered without outreach to other comparable potential sponsors.

Solicitation may not be coercive. No preference may be given to sponsors over non-sponsors regarding agency programs.

7.1 Roles and Responsibilities

General Employee Roles and Responsibilities

Employees **may**:

- Provide general information about the NMSS's sponsorship program; and
- Respond to public inquiries about possible sponsorship opportunities.

Employees **may not**:

- Solicit sponsors, except as except as designated in the below Special Roles and Responsibilities section

Special Roles and Responsibilities

The Program Director:

- May solicit sponsors; and
- Must approve any sponsorship agreements, regardless of value. Agreements valued at \$35,000 or over require Secretarial approval.

The Communications Director:

- May solicit sponsors; and
- Must approve any sponsorship agreement of any value.

Regional Directors:

- May solicit sponsors.

Site Superintendents and HQ Unit Chiefs:

- May solicit sponsors.

Other senior NMSS personnel may be approved to solicit sponsors by the Program Director on a case-by-case basis.

8. Procedures Specific to Licensing

A licensee is an entity that is authorized by formal agreement to use the whale tail or other NMSS marks. Such an agreement (Appendix) is a revocable and nonexclusive license to use

NMSS marks for the development and marketing of products, such as mugs, t-shirts, key rings, etc., to promote the NMSS with the NMSS receiving a percentage of the proceeds. Licensing agreements must clearly specify the logos and marks subject to the scope of the license and any limitations on use. No sub-licensing or selling of the license to another entity may occur.

Licensees may be approached in the following manners:

- A general public call may be made seeking licensees through appropriate channels, including sanctuary websites, publications (e- and hard copy formats), or other sanctuary outlets;
- A general call may also be made to media outlets that are generic to a specific sector as appropriate to the project(s).
- A general public call may also be made seeking licensees for a specific project or set of projects through the formal request for proposals process; and/or
- Specific potential licensees may be approached as long as they are part of a group of such possible licensees identified by specific criteria (to be developed for each project). They may be approached via individual outreach, as desired and appropriate.

The approaches described above are not mutually exclusive and licensees can be pursued however is best suited to the project(s) and the best way(s) to approach potential licensees, as long as the applicable parts of these guidelines are observed.

If the NMSS is independently approached by a potential licensee who meets the applicable conditions and requirements of this guidance, a licensing agreement may be entered without outreach to other comparable potential licensees. Existing partners may also be made licensees.

Solicitation may not be coercive. No preference may be given to licensees over non-licensees regarding agency programs.

8.1 Roles and Responsibilities

General Employee Roles and Responsibilities

Employees **may**:

- Provide general information about the NMSS's licensing program; and
- Respond to public inquiries about possible licensing opportunities.

Employees **may not**:

- Solicit licensees, except as designated in the below Special Roles and Responsibilities section

Special Roles and Responsibilities

The Program Director:

- May solicit licensees;
- Must approve licensing agreements national in scope, or at any scale with a potential value in excess of \$35,000. Agreements valued at \$35,000 or over require Secretarial approval.

The Communications Director:

- May solicit licensees; and
- Must approve any licensing agreement of any value.

Regional Directors:

- May solicit licensees.

Site Superintendents and HQ Unit Chiefs:

- May solicit licensees.

Other senior NMSS personnel may be approved to solicit licensees by the Program Director on a case-by-case basis.

9. Procedures for Donations

9.1 General Requirements

Donations must be accepted using the CD-210 form and according to procedures outlined in DAO 203-9 and 203-10. Any donation in excess of \$35,000 requires Secretarial approval. Donations made in the absence of a sponsorship and/or licensing agreement do not require an agreement. Gifts of real property also require the approval of the Assistant Secretary and Chief Financial Officer.

9.2 Generating Support

9.2.1 Corporate and Business Relationships

Cause Marketing

Cause marketing is a promotional collaboration between a business and a non-profit organization for mutual benefits. The NMSS may engage in cause marketing in partnership with nonprofit and for-profit corporations to generate awareness and funds. One goal of cause marketing is for the NMSS and a partner to co-brand campaign promotional materials for mutual benefit, such as

public and employee engagement that achieves a purpose and creates business value. Cause marketing includes point-of-sale, purchase or action-triggered donation, licensing, message promotion, employee engagement, and digital programs.

The NMSS should only agree to a cause marketing campaign when the relationship strengthens its assets and brand, although the NMSS will allow associated public relations campaigns that talk about the relationship and the resulting benefits. The NMSS will not allow any promotion that advertises a corporate brand, service, product, or enterprise using any elements of NMSS intellectual property, such as the NMSS whale tail (unless designated as an official sponsor) or NMSS logo wear.

Corporate Social Responsibility and Pro Bono Support

A growing number of companies have made corporate social responsibility a core business practice, promoting social, environmental, and economic sustainability. Corporate relationships could lead to employee volunteer service days, donations to NMSS programs or projects through financial contributions, employee donation matching programs, and in-kind donations such as providing pro bono expertise. The NMSS is a potential partner for companies with a commitment to corporate social responsibility who are willing to provide financial and in-kind support for NMSS projects, programs, and other activities. By engaging with corporations through their social responsibility programs, the NMSS can educate corporate leaders and employees about the sanctuary system, its sites and programs, and establish long-term, sustainable relationships.

9.2.2 Online Fundraising

The National Marine Sanctuary Foundation is the primary non-profit partner of the NMSS and supports their efforts to protect and manage national marine sanctuaries and their natural and cultural resources. Individual national marine sanctuaries also have local nonprofit friends groups that are their primary foundation partner.

The NMSS may place a pop-up box, text, or link on its webpages and/or social media to direct readers to the National Marine Sanctuary Foundation if they care to make a donation. Such a box, text, or link will have the following language: “The National Marine Sanctuary Foundation is the primary nongovernmental partner of the National Marine Sanctuary System. Click here to learn more about them and how you can help your national marine sanctuaries.”

Crowdfunding is the social media and web-based collection of small amounts of funds through large networks of people. Authorized sponsors may consider the use of crowdfunding in a

fundraising effort and provide the funds to NMSS as a donation. At this time, crowdfunding is not available to the NMSS or its employees as a way of funding projects or programs.

9.2.3 In-Site Fundraising

As people become aware of the work of the NMSS, they often express an interest in supporting its activities. The NMSS can offer information about ways to donate to a sanctuary or program and/or direct potential donors to the National Marine Sanctuary Foundation or donation boxes located in visitor centers.

Foundations authorized under the NMSA may conduct fundraising activities and donor cultivation events in sanctuary visitor centers and other sanctuary facilities (subject to lease stipulations):

- Offering visitors opportunities to support stewardship of a site or program;
- Communicating to the public that fundraising activities directly benefit a site or program;
- Demonstrating the relationship between the NMSS and the partner; and
- Enhancing the public's awareness and understanding of the partner's role.

Donation boxes may be installed on sanctuary property, such as visitor centers, docks and piers, and other locations, to collect donations for the sanctuaries. The boxes must be owned and managed by an authorized partner. The cash collected in the box may be deposited and then transferred by check or other equivalent financial instrument to ONMS following donation procedures, or used by the authorized foundation in a way beneficial to the sanctuary and mutually agreed upon. Funds from on-site collections boxes are intended to stay at and benefit the sanctuary. ONMS cannot accept cash donations.

Point of sale donations are opportunities to make a donation associated with a retail action, such as checkout counters at gift shops, checking out of hotels, or purchasing a tour online, during which the buyer can add a donation to their purchase. Providers and partners may offer checkout opportunities for visitors to make donations to support NMSS projects or programs. Providers wishing to participate in the program must enter into a sponsorship agreement (Appendix 1). Collected funds must be dispersed to the site or its authorized partner, and be accounted for in the organization's financial reports to the NMSS. Financial records and reports must be consistent with Section 10 and Appendix A of [DAO 203-9](#) and the [NOAA supplement](#) to the DAO.

9.3 Donor Recognition Plan

It is important for the NMSS and its authorized partners to acknowledge and recognize donor contributions. Ways to acknowledge donors can include:

- Acknowledgement in NMSS outreach and PR products and at special events;
- Joint events of a service or volunteer nature, such as clean-ups; and
- Guided tours of sanctuary visitor centers and other facilities.

Before the NMSS accepts a donation, the NMSS and the donor(s) should agree, in writing, to the form of recognition and any associated expenses. All decisions about donor recognition must follow NOAA legal authorities and ethical guidelines.

Some donors wish to avoid public attention. The NMSS, to the extent allowed by law, will respect the wishes of donors who do not want public acknowledgment or attention.

Donor acknowledgment will not be used to state or imply:

- Recognition of the donor or any product or service of the donor as an official sponsor, or any similar form of recognition, of the NMSS or NOAA (except as authorized under the NMSA);
- NMSS endorsement of the donor or any product or service of the donor;
- Naming rights to any site of the NMSS or a NMSS facility, including a visitor center, or vessel;
- An advertising or marketing slogan;
- A tagline; or
- A statement or credit promoting or opposing a political candidate or issue.

Appendix: Sponsorship and/or Licensing Agreement

SPONSORSHIP AND/OR LICENSING AGREEMENT

**PURSUANT TO THE
NATIONAL MARINE SANCTUARIES ACT**

**BETWEEN THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
OFFICE OF NATIONAL MARINE SANCTUARIES**

AND THE

[NAME OF PARTNER]

NOS Agreement Code: MOA-201X-XXX

I. PARTIES AND PURPOSE

A. This Agreement is between the U.S. Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), the Office of National Marine Sanctuaries (ONMS), and the [name of partner].

B. The purpose of the Agreement is to authorize [name of partner] as an official [type of relationship (sponsor and/or licensee)] of the National Marine Sanctuary System. [more as needed]

II. BACKGROUND

A. The ONMS is managed by NOAA. The system of thirteen national marine sanctuaries and two marine national monuments promotes long-term conservation while allowing for commercial and recreational activities compatible with resource protection. The ONMS also conducts scientific and educational activities and works with the public to manage and protect these ocean treasures. [or similar background information about ONMS]

B. [background info about partner as needed]

III. AUTHORITIES

A. The legal and programmatic authority for the ONMS to enter into this Agreement is the National Marine Sanctuaries Act (NMSA), 16 U.S.C. § 1442(a), which authorizes the Secretary to enter into agreements with States, local governments, regional agencies, interstate agencies, or other persons to carry out the purposes and policies of the NMSA, and 16 U.S.C. § 1445b, which authorizes the Secretary to designate persons as official sponsors of the National Marine Sanctuary System or of individual sanctuaries and to enter into agreements authorizing entities (“licensees”) to create, market or sell products promoting the NMSS

B. [authority for partner]

IV. TERMS AND CONDITIONS

(INSERT GUIDANCE LANGUAGE HERE: “For sponsorship-only agreements without licensing, include only Section A, Sponsors. For licensing-only agreements without a sponsorship relationship, include only Section B, Licensees. For agreements that involve both sponsorship and licensing, select both Section A and Section B, and use the term “partner” or “party” in place of “sponsor” and “licensee.”),

A. Sponsors

1. Grant of Sponsorship: NOAA hereby grants to the Sponsor a nonexclusive sponsorship of the NMSS. The Sponsor has the right to call themselves an official sponsor of the NMSS.

2. Contributions: The Sponsor agrees to provide [insert what sponsor will provide – be specific]

3. Acknowledgements: NOAA agrees to acknowledge the Sponsor in the following manner: [insert what NOAA will provide – be specific]

4. Duration and Termination: This Agreement shall terminate [insert # up to five years] years from the date of its signature by both parties. The Sponsor, however, may request a renewal of this Agreement for an additional term of [#] years, renewable for subsequent [#]-year terms, subject to the express written consent of NOAA. Such consent shall be in the form of a properly executed Renewal Agreement signed by authorized signatories of the Parties.

5. Assignments: This Sponsorship is not assignable, and any attempt by the Sponsor to assign any portion of the Sponsorship shall be deemed a breach of this Agreement and shall be cause for termination.

6. Insolvency or Bankruptcy: NOAA shall have the right to immediately terminate the sponsorship if the Sponsor discontinues business, or becomes insolvent, or if any action relating to the bankruptcy or insolvency of the Sponsor is instituted.

7. 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.

8. Indemnification: The Sponsor agrees to indemnify and hold NOAA harmless from any and all claims, damages, and attorneys' fees arising from the use of the name and/or logo by the Sponsor 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, NOAA, or any subdivision thereof.

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

B. Licensees

1. Grant of License: The Licensor hereby grants to the Licensee a nonexclusive, royalty-free [remove royalty-free if contributions are part of the agreement] right to use the name and logo for the purposes described herein.
 2. Contributions: The Licensee agrees to provide [#] percent of gross revenue generated by sales of products bearing the name and logo. The contributions will be made on a quarterly basis by check or equivalent instrument. [leave this section out if use of logo is royalty free and re-number as necessary]
 3. Quality Control: The Licensor shall have the right, at all reasonable times, to inspect the Licensee's goods, services and promotional activities employing the name and/or logo to ensure that such use is of proper quality and otherwise consistent with this Agreement.
 4. Duration and Termination: This Agreement shall terminate [insert # up to five] years from the date of its signature by both parties. The Licensee, however, may request a renewal of this Agreement for an additional term of [#] years, renewable for subsequent [#]-year terms, subject to the express written consent of Licensor. Such consent shall be in the form of a properly executed Renewal Agreement signed by authorized signatories of the Parties.
- Upon termination of this Agreement, all rights of the Licensee to use the name and logo shall immediately terminate. 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.
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.
 6. 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 terminate the License at will.
 7. Validity and Ownership of Mark: The Licensee is prohibited from challenging or contesting in any way the Licensor's registration of the name and/or logo with the U.S. Patent & Trademark Office, or with any other trademark office, or the Licensor's exclusive worldwide ownership of the name and logo.
 8. Use of Mark:

Before the Licensee uses the logo, it shall send a sample of each product to show the proposed use to, and obtain written approval from, the National Marine Sanctuary System's Communication Chief. In addition, after approval is obtained, Licensee shall abide by the following guidelines:

(A) Approval of logo use will follow the procedures outlined in this agreement between Licensor and Licensee, and meet all the requirements and conditions of the National Marine Sanctuary System Corporate Sponsorship, Licensing and Donation Guidance.

(B) The Licensor considers the name and logo to be its trademarks and service marks, and holds them out to the public as such.

The Licensee in using the logo shall clearly indicate that it is Federally registered with the U.S. Patent & Trademark Office and that it is the property of the National Oceanic and Atmospheric Administration, U.S. Department of Commerce. Such indication of registration shall be in the form of the "®" designation, including, where possible, the words "the National Marine Sanctuaries® logo is a Federally registered trademark of the National Oceanic and Atmospheric Administration, U.S. Department of Commerce."

(C) The Licensee further agrees that the use of the name and/or logo shall be done in such a way so that there does not exist any appearance of exclusive Government endorsement, authorization or affiliation of the Licensor with the Licensee. The Licensee further agrees to only use the name and/or logo in the manner of and on the products submitted as samples and approved in writing, as contemplated above.

9. Infringement: The Licensee is required to notify the Licensor of any potential infringement of the name or logo 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.

The Licensee shall also notify the Licensor of any claims of which the Licensee is aware that the licensed name or logo is infringing the name, logo, or trademark of another.

10. Insolvency or Bankruptcy: Licensor shall have the right to immediately terminate the license if the Licensee discontinues business, or becomes insolvent, or if any action relating to the bankruptcy or insolvency of the Licensee is instituted.

11. 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.

12. Foreign Trademarks and Service Marks: Licensee agrees to provide all lawful assistance, as reasonable, to Licensor should Licensor decide to register the name and/or logo in foreign countries. Licensee shall comply with all applicable legal requirements governing trademark and service mark use, including but not limited to, registered user requirements. Licensee agrees that all use of the name and/or logo by Licensee shall inure to the benefit of the Licensor.

13. 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 name and/or logo 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, NOAA, or any subdivision thereof.

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

V. OTHER ARRANGEMENTS AND IMPLEMENTATION

A. Except as noted in Section IV, expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and technical expertise will be provided by each Party to the extent that their participation is required and resources are available.

B. This Agreement does not restrict the Parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.

C. Except as agreed in Section IV, this Agreement does not obligate the Parties to expend funds or to enter into any other agreements, contracts or other obligations.

VI. CONTACTS

A. The points of contact for coordinating activities under this Agreement are:

NOAA/ONMS
Matt Stout
Communications Director
1305 East West Highway, N/NMS
Silver Spring, MD 20910
240-533-0706 (office)

[PARTNER]

[name]

[title]

[address]

[address]

[phone number]

B. The Parties agree that if there is any change regarding the information in this section, the Party making the change will notify the other Party in writing of such change. Changes to this section will not require an amendment.

VII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

A. This Agreement will become effective when signed by all Parties, and will expire on [expiration date no later than # years after signature].

B. This Agreement may be amended within its scope or renewed prior to the expiration through the written mutual consent of the Parties.

C. The Agreement may be terminated by (1) written mutual consent; (2) one Party's written notice 30 days in advance; or (3) completion of the terms and conditions of this Agreement.

VIII. OTHER PROVISIONS

If the Parties disagree over how to interpret this Agreement, they shall present their differences to each other in writing, and they shall discuss them. If the Parties fail to resolve their differences within thirty (30) days, they may refer the matter to higher level of authority within their respective organization.

IX. APPROVALS

ACCEPTED AND APPROVED FOR THE
US DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC
ADMINISTRATION
NATIONAL OCEAN SERVICE

ACCEPTED AND APPROVED FOR
[PARTNER]

BY:

BY:

John Armor

[name]

Director
Office of National Marine Sanctuaries

[title]

DATE

DATE