

## **ATTACHMENT J – INTELLECTUAL PROPERTY**

I. The NPS and the Partner agree that:

### **A. Specific Authorizations to Use Intellectual Property**

1. As used in this Attachment J, "Marks" means all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, phrases, composite marks, institutional images, look and feel, and identifications of each Party, whether registered or not. By this Attachment, the Parties grant to each other a license to use of their respective Marks during the term of the Philanthropic Partnership Agreement ("Agreement"), for use solely in connection with the Agreement, and only in the form described and depicted in exhibits to this Attachment. The Parties may amend this Attachment J to include additional exhibits. Any Mark that each Party elects not to include as an exhibit to this Attachment is not subject to the license that it grants to the other Party. The license to use Marks does not include the right to use or to incorporate the Marks in any manner unconnected with the Agreement, including collateral marketing, outreach or advertising, or as trade names or internet domain names, without prior written permission of the owner of the Mark.

2. The Parties acknowledge and agree that each of the Parties own, or otherwise have the exclusive right to use and to license, their respective Marks. All uses of Marks by the Parties, including all goodwill arising from the Marks, shall inure solely to the benefit of the respective owner of the Mark or Marks. A Party retains all rights with respect to its Marks that are not specifically granted to another Party by this Attachment. Each Party, in its sole discretion, may object to use of a Mark that is not made subject to this Attachment by the other Party by providing written notice to the other Party. A Party receiving a Notice objecting to the use of a Mark shall have five (5) business days to cure the alleged violation identified in the notice or to reach an agreement to resolve the alleged violation. If the alleged violation is not cured or resolved to the satisfaction of the Notice sender by the end of the cure period, the Party receiving the Notice shall immediately discontinue use of the Mark at issue.

3. Each Party retains the concurrent right to use, and to license others to use, its Marks anywhere and in connection with any purpose.

### **B. Limited License to Use of Trademarks/Trade Names/Taglines/Logos**

1. All uses by one Party of the other Party's Marks shall be in accordance with such quality control standards as the licensing Party may promulgate from time to time. Each Party agrees to inform the other Party of its quality control standards. Each Party agrees to refrain from all uses of a licensing Party's Marks to which the licensing Party objects on the basis of such quality control standards. All promotional literature and other materials prepared by a Party in connection with this Agreement that uses the other Party's content or branding shall bear appropriate copyright and trademark notices as prescribed by the other Party. Each Party agrees that it will not use, register or attempt

to register in any jurisdiction, or otherwise appropriate or adopt any name, Mark, trademark, trade name or logo that is confusingly similar to the other Party's Marks. At no time shall the Partner challenge or file any application with respect to any NPS Mark. At no time shall the NPS challenge or file any application with respect to any Partner Mark.

2. In any identification of either Party pursuant to this Agreement, one Party shall not impair the branding or other identification of the other Party, nor alter or remove any copyright, trademark or other protective notices of such other Party.

3. The Parties agree that, except as may be reasonably necessary, they shall not mask, frame, overlay or otherwise materially alter or affect the images, information, perception, service quality or security of the Marks.

4. All rights, licenses and privileges not expressly granted in this Agreement shall remain the sole and exclusive property of the respective Parties. Except as provided in this Agreement, upon the termination or expiration of this Agreement: (1) all rights conveyed shall cease and revert to the respective Party; and, (2) each Party shall discontinue all use of the other Party's Marks.

5. Notwithstanding any provision in this Attachment, the NPS must review and approve in writing each proposed use of the NPS Arrowhead symbol.

### **C. License to Use Background Intellectual Property**

For purposes of this Agreement, "Background Intellectual Property" means all rights to copyright, trademark, and to other rights owned by a Party prior to the commencement of this Agreement and that may be used in the performance of any work under this Agreement. In recognition that each Party will be licensing its intellectual property in furtherance of the goals of this Agreement, the following applies to each Party as Licensor or Licensee, as the case may be:

1. Licensee acknowledges and agrees that Licensor owns all rights, title and interest in the licensed Background Intellectual Property worldwide, and that Licensee shall not acquire, and shall not claim, any rights in or title to any intellectual property adverse to the Licensor.

2. If at any time the Licensee acquires: (a) any rights in, or trademarks, applications or registration for any licensed Marks; (b) copyright ownership in any licensed works; or, (c) domain names incorporating any of the licensed Marks, upon the Licensor's request and at no expense to the Licensor, the Licensee shall assign all such rights, applications, registrations, ownership, or domain names to the Licensor.

3. The Licensee's use of the licensed items shall inure to the benefit of the Licensor.

4. The Licensee may not challenge the validity of licensed Marks or assert any

claim adverse to the Licensor.

5. Unless authorized in writing, in this Attachment, or through the execution of an appropriate intellectual property agreement, neither Party will use any copyrighted materials, service mark, trademark, or trade dress owned by the other Party, including without limitation insignia, symbol, logo, logotype, design, graphic image, or any combination of the foregoing in the creation of new materials in furtherance of the goals of the Agreement. NPS intellectual property that is not authorized for use in this Attachment includes, without limitation, the NPS Arrowhead, the official NPS uniform and component thereof (whether represented graphically or through photographs), NPS taglines (including the phrase *Experience Your America*), and NPS graphic identity treatments identified in NPS policy documents.

#### **D. Website Links/Social Media Sites**

1. For the term of this Agreement, the Parties grant each other permission to provide a hypertext link from their respective websites/social media sites to the other's website/social media sites for the limited purpose of achieving the goals of this Agreement. The NPS will review all destination webpages/social media sites/posts of the Partner section of their website/social media sites/posts for consistency with applicable laws, policies, and with all terms and provisions of this Agreement. The Parties anticipate using the Annual Work Plan to identify anticipated modifications to the Partner and NPS websites/social media sites.

2. Either Party may terminate permission to link to a website/social media site at any time, with or without cause, by giving written notice to the other Party. If this permission is terminated, the Party receiving the notice must remove the hypertext link within five (5) business days of receipt of notice.

3. When linking from an NPS webpage/social media site to a webpage/social media site belonging to the Partner, the NPS may require the display of a disclaimer of government endorsement. The NPS typically requires a disclaimer where a website/social media site contains references to commercially available brands, goods, or services, or where a website is used for advocacy. When display of a disclaimer is required by the NPS, the disclaimers must be satisfactory to the NPS and may either be continuously displayed or viewed through a pop-up window.

#### **E. Rights to Materials Created in Furtherance of this Agreement**

1. The NPS and the Partner will use the Annual Work Plan process to identify any intellectual property to be created by the Partner that includes copyrighted material, service marks, or trademarks to be created in furtherance of this Agreement, including promoting any NPS-related fundraising activity, NPS resource, or any other NPS or NPS Partnership-related projects, programs, or activities.

2. The NPS and the Partner may enter into individual intellectual property agreements to confirm ownership and use rights. In the absence of an IP agreement, the

Partner will not create the proposed intellectual property.

3. The Partner hereby acknowledges that absent execution of an intellectual property agreement expressly stating otherwise, the NPS shall own all right, title, and interest in any such materials created by or for the Partner that includes copyrighted material, service marks, or trademarks created in furtherance of this Agreement, including such materials used in promoting any NPS-related fundraising activity, NPS resource, or any other NPS or NPS-related Partnership-related projects, programs, or activities.

#### **F. Donations to the NPS**

With respect to any donation provided by the Partner to the NPS –

1. The NPS shall own all right, title, and interest, including copyrights and rights to artwork, photographs, b-roll, rough and fine cuts, final products, and derivative works, shall become the sole property of the NPS.
2. With respect to any intellectual property donated to the NPS by a third party on behalf of the Partner, the Partner will provide the NPS with signed releases or license agreements permitting the NPS full use of the intellectual property, include all stock footage, performers, still photographs, music, and other works secured used in the creation of donated materials, at the time the donation is made. The NPS shall not be responsible for any costs associated with donated intellectual property.
3. The NPS and the Partner may negotiate license agreements permitting the Partner to use donated intellectual property on a case-by-case basis for the term of this Agreement and for purposes consistent with the terms and intent of this Agreement. If such a license is executed, the Partner must obtain the NPS's written permission before sublicensing the right to use such intellectual property to a third-party.

National Park Service Marks



Partner Marks



## A. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this document as of the date the last signature is affixed.

National Park Service

By: Kelly Fellner  
Name: Kelly Fellner  
Title: Superintendent  
Date 04/10/2025

Partner

By: Neil Daboul  
Name:   
Title: President  
Date 04/14/2025

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