

**Specific Award Condition
for Sea Grant Awards
for Use of NOAA Emblem and Sea Grant logo**

The National Oceanic and Atmospheric Administration (NOAA) holds federal trademark registrations for the NOAA emblem and asserts common law trademark rights in the Sea Grant logo. Recipient is permitted to use the NOAA emblem and Sea Grant logo pursuant to the below terms and conditions for the following limited purposes and in the following manner:

- Recipient shall ensure the NOAA emblem **and** the Sea Grant logo are placed on all print and digital media produced by the recipient and subrecipients under this award, including, but not limited to, scientific posters and presentations, extension products, and administrative materials such as conference agendas and program websites. This logo placement is in addition to the acknowledgement of sponsorship statement required for publications and videos by the Department of Commerce Standard Terms and Conditions.
- Use of the NOAA emblem and the Sea Grant logo shall be in compliance with style guidance and standards specified at <https://seagrants.noaa.gov/inside-sea-grant/communications/>.
- The Sea Grant logo may be either the approved program-specific logo or the national Sea Grant logo without the program designation.

Recipient may not use the NOAA emblem or Sea Grant logo for other purposes, including lobbying or issue advocacy, endorsing a product or organization, or communications to elected officials or federal agencies. Recipient may not use the NOAA emblem or Sea Grant logo in a negative or defamatory manner. Recipient must request and obtain OAR permission prior to certain uses of the NOAA emblem or Sea Grant logo (see section 2, below).

1. Grant of License: OAR hereby grants to Recipient a non-exclusive, royalty-free right to use the NOAA emblem and Sea Grant logo for the limited purposes described above (the "License"). Recipient agrees that: (1) the NOAA emblem and Sea Grant logo will not be used in a way that would suggest that they are the property of Recipient or any other third party, and (2) Recipient will include the following notice in conjunction with its use of the NOAA emblem and Sea Grant logo, as appropriate: "The NOAA emblem and Sea Grant logo are trademarks of the National Oceanic and Atmospheric Administration (NOAA), used with permission." This License does not grant Recipient the right to use any seal, emblem, logo, or other symbol of the U.S. Department of Commerce, NOAA, or OAR that is not the NOAA emblem or Sea Grant logo.
2. Required Approvals for Certain Uses of the NOAA emblem and Sea Grant logo: Before Recipient uses the NOAA emblem or Sea Grant logo for press releases, Recipient shall send a sample of each print, product, design, or other work to show the proposed use to the OAR Public Affairs Specialist (whose contact information may be obtained from NSGO Communications or sgweb@noaa.gov). Recipient shall not use the NOAA emblem or Sea Grant logo for the above purposes until receiving written approval (including via email) from OAR of the proposed use.

3. Quality Control: OAR shall have the right, at all reasonable times, to inspect Recipient's goods, services, and promotional activities employing the NOAA emblem or Sea Grant logo to ensure that such use is of proper quality and otherwise consistent with this License.
4. Duration and Termination: The License shall terminate on the Award End Date. Recipient may request a renewal of the License for an additional term subject to the express written consent of OAR. Such consent shall be in the form of a properly executed agreement signed by authorized signatories of OAR and Recipient. Upon termination of the License, all rights of Recipient to use the NOAA emblem and Sea Grant logo shall immediately terminate. OAR may terminate the License unilaterally and without cause at any time, including if OAR determines that Recipient's use of the NOAA emblem or Sea Grant logo is inconsistent with the License.
5. Validity and Ownership of NOAA emblem and Sea Grant logo: Recipient acknowledges and agrees that NOAA is the owner of all right, title, and interest in the NOAA emblem and Sea Grant logo, and all such right, title, interest, and ownership shall remain with NOAA. Recipient further acknowledges that Recipient shall not acquire any right, title, interest, or ownership in the NOAA emblem or Sea Grant logo by virtue of the License or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. Recipient is prohibited from interfering with NOAA's rights in the NOAA emblem and Sea Grant logo, including challenging NOAA/OAR's use, registration of, or application to register the NOAA emblem or Sea Grant logo alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Recipient is further prohibited from attempting to register the NOAA emblem or Sea Grant logo, any derivatives thereof, or any confusingly similar mark, whether or not registered by NOAA or OAR, alone or in combination with other words or designs, as a U.S. or foreign trademark or as a part of a domain name.
6. Assignments and Sub-Licenses: The License is not assignable, and any attempt by Recipient to assign any portion of the License shall be deemed a breach of the License and will result in immediate termination of the License. Recipient may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing and distribution activities under the License; Recipient shall provide notice to NOAA's National Sea Grant Office (NSGO)—and must receive prior approval from NSGO Communications—of any such subcontract prior to manufacturing and distribution activities.
7. Governing Law: The License 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.
8. Indemnification: Recipient agrees to indemnify and hold NOAA and OAR harmless from any and all claims, damages, and attorneys' fees arising from the use of the NOAA emblem or Sea Grant logo by the Recipient and its operations, 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.
9. Obtaining the NOAA emblem and Sea Grant logo: For an electronic version of the NOAA emblem and Sea Grant logo, Recipient should contact NSGO Communications or sgweb@noaa.gov.