

Break the Grip of the Rip® Use Policy And License Agreement

Background: Rip currents are an extremely underrated hazard that is estimated to cause over 100 fatalities each year. Rip currents account for 80% of rescues performed by surf beach lifeguards.

Rip currents are dangerous because they are often hard to identify. Some of the strongest most dangerous rips can occur when the weather is beautiful. Those encountering them aren't familiar with what they are and how to escape them. You can't out swim a rip current. It's been likened to a natural conveyor belt swiftly moving out to sea.

Trademark: The phrase Break The Grip of The Rip!®—a registered trademark of the U.S. Department of Commerce's National Oceanic and Atmospheric Administration (NOAA)—can be used for all types of beach safety outreach. NOAA's National Weather Service (NWS) encourages use of the trademark to further its mission to help protect life and property. The trademark may be used by NWS employees working in an official capacity for any educational, safety, and/or outreach purposes. The trademark also may be used by NOAA employees in an unofficial capacity and external third-parties subject to guidelines set forth below.

Use of NOAA/NWS's trademark Break The Grip of The Rip!® by a NOAA/NWS employee working outside the scope of his/her official duties and use of the trademark by a third-party entity does not constitute favoritism or endorsement by either NOAA or the U.S. Department of Commerce.

1. Use of Break The Grip of The Rip!® for Beach Safety Signs

NOAA/NWS's Break The Grip of The Rip!® approved beach safety signs, available at: <https://www.weather.gov/safety/ripcurrent-signs-brochures>, may be created and used by third-party users but must not be altered other than to add the user's logo in the space provided at the bottom right of the sign. The logos for NOAA and United States Lifesaving Association (USLA) may not be removed from the signs but must be displayed on the signs at all times. You are welcome to have the signs printed subject to limitations set forth in the attached license (Attachment 3). See sample sign below (Attachment 1).

2. Use of Break The Grip of The Rip!® on Social Media

Anyone may use NOAA/NWS's trademark Break The Grip of The Rip!® on Social Media to help warn the public about the dangers of rip currents. NOAA/NWS also encourages use of the hashtag #RipCurrent. This limited permission to use Break the Grip of the Rip® is given on condition that the trademark use is lawful and professional in manner; use of the trademark is subject to review by NOAA/NWS. Further, Break The Grip of The Rip!® may not be used as part of profiles, profile images, handles, or other primary identifiers of a user. Any person or entity as described above using Break The Grip of The Rip!® consents to these conditions and agrees to immediately stop using the trademark should NOAA/NWS, in its sole discretion, determine for any reason that the use of the trademark is not in the best interest of the NOAA rip current safety program. If you believe that Break The Grip of The Rip!® is being used improperly, please contact NWS Marine, Tropical, and Tsunami Services Branch at 301-427-9348.

3. Use of Break The Grip of The Rip!® in Broadcasts

NOAA/NWS partners in the weather enterprise may use Break The Grip of The Rip!® in broadcasts to encourage rip current safety without special permission or license agreement from NOAA. For example, a broadcaster informing the public that high risk of rip currents is in effect may remind viewers to Break The Grip of The Rip!® while at the beach. This limited permission is given on condition that the trademark use is lawful and professional in manner; use of the trademark is subject to review by NOAA/NWS. Any person or entity as described above using Break The Grip of The Rip!® consents to these conditions and agrees to immediately stop using the trademark should NOAA/NWS, in its sole discretion, determine for any reason that the use of the phrase is not in the best interests of the NOAA rip current safety program. If you believe Break The Grip of The Rip!® is

being used improperly, please notify the NWS Marine, Tropical, and Tsunami Services Branch at 301-427-9348.

4. All Other Uses Break The Grip of The Rip!®

External third-parties, as well as NOAA employees working in an unofficial capacity, may use the trademark Break The Grip of The Rip!® in printing (e.g., pamphlet, clothing, badge, etc.), recording, or electronic storage media (e.g., video, audio, web page, etc.), subject to the following conditions:

- Break The Grip of The Rip!® will be used for the purpose of encouraging public rip current safety and/or to warn the public about the dangers of rip currents.
- Any use (excluding audio) of Break The Grip of The Rip!® must include the registered trademark symbol®.
- Anyone using the trademark on a product, must provide to NOAA/NWS a copy or mock-up of the product for review. Approval from NWS must be obtained prior to manufacturing the product.
- NWS requests, but does not require, that any educational product created as an outreach resource using Break The Grip of The Rip!® be provided to NWS to include on the Break the Grip of the Rip® webpage. Should NWS decide to include the product in the Toolbox, full credit will be granted to the author and organization/company.

If you, the user, meet all of the aforementioned conditions, you must submit a written request to use Break The Grip of The Rip!® to the Chief of the Marine, Tropical, and Tsunami Services Branch. The request must describe how Break The Grip of The Rip!® will be used and include a pre-production version of the use (e.g., on audio, video, draft hard copy, web page prototype). Submit the request to:

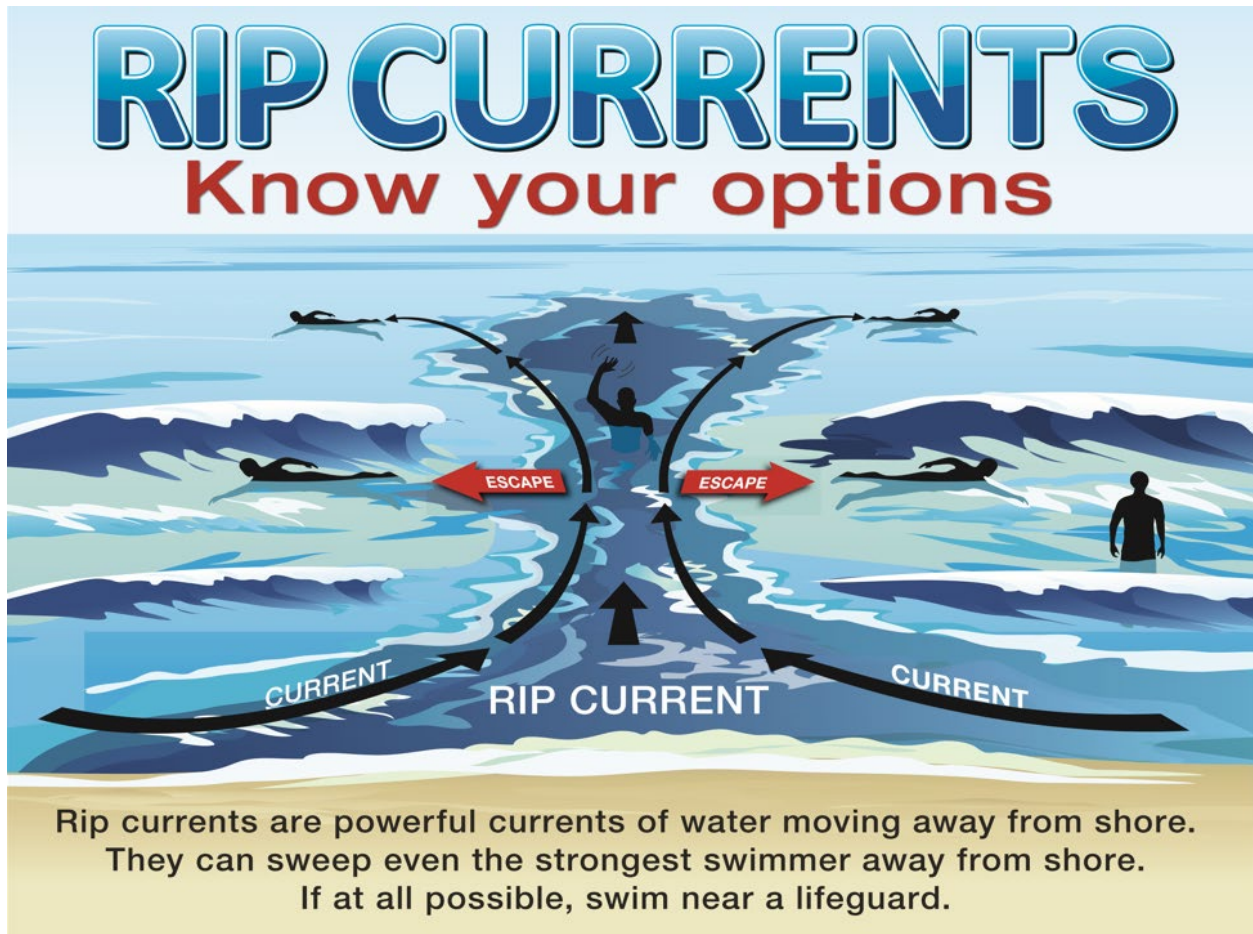
Deborah Jones

1325 East West Hwy, SSMC2 13142

Silver Spring, MD 20910

deborah.jones@noaa.gov

Permission to use the trademark Break The Grip of The Rip!® will be preserved in a license agreement between NOAA and the external party. NWS will prepare the license agreement using a standard template (see Attachment 3). The license agreement will become effective when signed by both the party seeking permission to use the phrase (“licensee”) and the Chief of the Marine, Tropical, and Tsunami Services Branch on behalf of NOAA. NWS Marine, Tropical, and Tsunami Services will notify the licensee that the license agreement is effective once it has been signed by the Chief of the Marine, Tropical, and Tsunami Services.



IF CAUGHT IN A RIP CURRENT

- ◆ Relax, rip currents don't pull you under.
- ◆ Don't swim against the current.
- ◆ Swim out of the current, then to shore.
- ◆ If you can't escape, float or tread water.
- ◆ If you need help, yell or wave for assistance.

Attachment 2

RIP CURRENTS

KNOW YOUR OPTIONS

IF CAUGHT IN A RIP CURRENT

- Relax, rip currents don't pull you under.
- Don't swim against the current.
- Swim out of the current, then to shore.
- If you can't escape, float or tread water.
- If you need help, yell or wave for assistance.

Rip currents are powerful currents of water moving away from shore. They can sweep even the strongest swimmer away from shore. If at all possible, swim near a lifeguard.

Attachment 3
BREAK THE GRIP OF THE RIP®
TRADEMARK LICENSE AGREEMENT

Whereas the National Weather Service, National Oceanic and Atmospheric Administration, U.S. Department of Commerce (hereafter "NWS" or "Licensor") has adopted and is using Break the Grip of the Rip® (hereafter "Trademark"), and has registered Break the Grip of the Rip® with the U.S. Patent and Trademark Office as a trademark; and

Whereas [*name of individual*] (the "Licensee") desires to use Break the Grip of the Rip® in association with its activities to [*describe how trademark will be used (e.g., on signs, apparel, etc.); include any exclusions (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 Trademark for the purposes described herein.

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 Trademark to ensure that such use is of proper quality and otherwise consistent with this Agreement.

3. Duration and Termination: This Agreement shall terminate on [*Replace with Termination date/May not exceed five years.*] The Licensee, however, may request an extension to this Agreement, 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. Licensor may terminate the license should it determine that Licensee's use is inconsistent with this Agreement, and it may otherwise unilaterally terminate the Agreement with 30 days written notice. Upon termination of this Agreement, all rights of the Licensee to use the Trademark shall terminate immediately.

4. Validity and Ownership of Mark: The Licensee acknowledges and agrees that the Licensor is the owner of all right, title, and interest in the Trademark, and all such right, title and interest shall remain with the Licensor. The Licensee further acknowledges that the Licensee shall not acquire any right, title, or interest in the Trademark by virtue of this Trademark License Agreement 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 Trademark, including challenging Licensor's use anywhere in the world, registration of, or application to register the licensed Trademark 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 Trademark, 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 shall be deemed a breach of this Agreement and cause for termination. Notwithstanding this provision, the Licensee may hire subcontractors to perform manufacturing and distribution activities only in connection with uses licensed above; Licensee shall provide notice of any such subcontract. Further, any manufacturing activities must occur within the United States; manufacturer must comply with all Federal and local laws regarding hiring practices, wages, and working conditions; and manufacturer shall not sell licensed articles to any person or entity except Licensee.

6. Use of Mark:

Before the Licensee uses the Trademark, it shall send a copy of a representative item showing the proposed use to, and obtain written approval from, the [insert approving official], at NWS. In addition, after approval is obtained, Licensee shall abide by the following guidelines:

(A) Approval of the Trademark use will follow the procedures outlined in this agreement and associated Break the Grip of the Rip® use policy between Licensor and Licensee.

(B) The Licensor considers the Trademark to be its trademark and service mark and holds them out to the public as such.

The Licensee, in using the Licensor’s Trademark, shall clearly indicate that the Trademark is Federally registered with the U.S. Patent & Trademark Office and that it is the property of the NWS, U.S. Department of Commerce. Such indication of registration shall be in the form of the "®" designation, including, where possible, the words "Break the Grip of the Rip® logo is a Federally registered trademark of the National Weather Service, U.S. Department of Commerce."

(C) The Licensee further agrees that the use of the Trademark 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.

7. Infringement: The Licensee is required to notify the Licensor of any potential infringement of the Trademark 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. 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.

9. 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 names and/or logos 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.

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

Name of Director (or designee)
[Title]
[Bureau Office], [Bureau],
U.S. Department of Commerce

Name of Individual
[Title, Entity- if applicable]
[Email]
[Phone]

Date

Date