

**Attachment to
INTERPRETATION AND EDUCATION SERVICES AGREEMENT
BETWEEN NATIONAL PARK SERVICE AND [Insert Partner's Name]
Regarding
Use and Creation of
Intellectual Property**

1. Definitions:

- a. "Agreement" means the Interpretation and Education Services Agreement to which this Intellectual Property Attachment is attached.
- b. "Intellectual Property" means, with respect to any party, all rights protecting tangible or intangible contributions, products, marks, works of authorship, or other creations of the human mind; this includes copyrights, Marks, patents, trade secrets, rights of publicity or privacy, and similar protections.
- c. "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.
- d. "Subject Work" means a work that is prepared, produced, originated, developed, generated, or acquired in furtherance of the purposes of the Agreement, including documents, artwork, video, audio, promotional or branding materials, drafts, b-roll, rough & fine cuts, and final products.
- e. "Separate Intellectual Property" means all Intellectual Property that (1) is owned by a party prior to the commencement of the Agreement or (2) derives from the work of a party that is not produced in furtherance of the purposes of the Agreement.

2. Use and Ownership of Intellectual Property:

- a. Unless otherwise agreed to in the Agreement or, by express and project-specific reference, in an annual operation plan or annual work plan approved by both parties, the NPS shall own all rights, title, and interest in any Subject Work and its associated Intellectual Property. The NPS grants the [Partner] a revocable, royalty-free, non-exclusive, non-assignable, world-wide license to use, reproduce, distribute, transmit and publicly display any Subject Work solely in furtherance of the purposes of the Agreement and for internal reporting. In any case where the parties agree otherwise as described in this paragraph, any rights retained by the [Partner] will be considered the [Partner]'s Separate Intellectual Property.
- b. The NPS and the [Partner] acknowledge and agree that each party owns all rights, title, and interest in its own Separate Intellectual Property, and that neither party will acquire and will not claim rights in or title to any of the other party's Separate Intellectual Property. No license to use any Separate Intellectual Property may be granted without express written permission from the owner. To use any Separate Intellectual Property in furtherance of the purposes of the Agreement or in the creation of Subject Works, the [Partner] must obtain the NPS's prior written approval.
- c. The [Partner] represents and warrants that Subject Works it creates will not infringe or misappropriate the rights of the NPS or any third party. The [Partner] will provide the NPS with signed releases or license agreements for full use of all stock footage, performers, still photographs, photo subjects, music, Separate Intellectual Property, and other works used in the creation of Subject Works. All performance, release, or copyright fees must be paid by the [Partner].

- d. The [Partner] will cooperate with the NPS in the protection and enforcement of rights deriving from Subject Works both during and after the term of this Agreement.

3. Use and Ownership of Marks:

- a. The [Partner] will not use any NPS Marks for any purpose (including, without limitation, for collateral marketing, outreach, advertising, or as trade names or internet domain names) without the prior written consent of the NPS, which consent may be withheld in the NPS's sole discretion. If the [Partner] requests use of the NPS Arrowhead symbol, that proposed use must be reviewed by the NPS Arrowhead Committee, or its NPS-designated successor in WASO, for approval. All uses by the [Partner] of NPS Marks will be in accordance with any requirements or quality control standards on which the NPS may condition such consent or may promulgate from time to time by notice to the [Partner]. The [Partner] will not, by any act or omission, use NPS Marks in any manner that disparages or adversely impacts the NPS or its reputation.
- b. The NPS and the [Partner] retain all rights with respect to each party's own Marks and each acknowledge and agree that each party owns or otherwise has the exclusive right to use and to license its respective Marks. All uses of Marks by the parties, including all goodwill arising therefrom, shall inure solely to the benefit of the respective owner of the Marks.
- c. The NPS and the [Partner] agree that each will not (1) acquire or claim rights in or title to any Marks of the other party; (2) use, register or attempt to register in any jurisdiction, or otherwise appropriate or adopt, any name, Mark or logo that is confusingly similar to the other party's Marks, or (3) impair the branding or other identification of the other party, or alter or remove any copyright, trademark or other protective notices of the other party.

4. Additional Requirements:

- a. The [Partner] may not attack, challenge, or file any application with respect to the NPS's Marks, Separate Intellectual Property, or Subject Works both during and after the term of this Agreement.
- b. If at any time the [Partner] acquires (1) any rights in, registration applications for, or registrations of NPS Separate Intellectual Property or NPS Marks, (2) copyright ownership in any Subject Works or NPS Separate Intellectual Property, or (3) domain names incorporating any NPS Separate Intellectual Property, NPS Mark, or Subject Works, then the [Partner] must notify the NPS immediately. Upon the NPS's request, and at no expense to the NPS, the [Partner] will assign all such rights, applications, registrations, ownership, or domain names to the NPS.
- c. The [Partner] will promptly give the NPS written notice of any action, claim, or demand brought or threatened by a third party against the [Partner] arising out of its use of any Intellectual Property in furtherance of the purposes of the Agreement.
- d. Upon the termination or expiration of this Agreement, the [Partner] will license to the NPS all [Partner] Marks and assign to the NPS all rights, title, and interest to any of the [Partner]'s other Separate Intellectual Property that has been utilized in furtherance of the purposes of the Agreement.