

LICENSING AGREEMENT

AGREEMENT effective **13 August, 2019** between the **Department of Defense, Defense Health Agency** and **Williamson county EMS**, a U.S. Government program that addresses the need to inform the public on critical actions that can be taken to control severe blood loss from victims suffering traumatic injury (hereinafter referred to as the “Program”); and

WHEREAS, DoD owns multiple United States and foreign trademark registrations on the Stop the Bleed marks shown on Exhibit A of this Agreement (hereinafter referred to as the “Marks”); and

WHEREAS, the Program has adopted the Marks as its official symbol and authorized its use by third parties for the purposes set forth in this Agreement; and

WHEREAS, Licensee desires to utilize the Marks in connection with its educational and promotional activities in support of the Program; and

WHEREAS, DoD is willing to license and allow Licensee to use the Marks under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **GRANT OF LICENSE:** Subject to the limitations set forth in this Agreement, DoD hereby grants to Licensee the non-exclusive right and license to use the Marks in conjunction with its **EDUCATIONAL AND OUTREACH EFFORTS TO SUPPORT AND PUBLICIZE THE “STOP THE BLEED” PROGRAM**. Educational efforts include all in-person and on-line classes taught by qualified medical professionals. Outreach efforts include promoting the Program and its purpose on Licensee’s website, distribution of posters and other promotional pieces dealing with how to stop or control severe bleeding. No items bearing the Marks will be sold or exchanged for anything of value unless prior written approval for such sale is received from DoD. Licensee agrees that it will not use the Marks in a manner that would indicate DoD’s endorsement of any of its products or services. Upon request from DoD, Licensee agrees to include appropriate disclaimers on its website and promotional materials.

2. **ROYALTY:** This is a royalty free license.

3. **NON-PROFIT PURPOSE:** Licensee warrants that its use of the Marks is primarily for non-profit educational purposes. No promotional products such as T-shirts, mugs, etc., bearing the Marks may be produced by the Licensee without DoD’s express written authorization. Licensee understands that a separate licensing agreement will normally be required for the production and distribution of such items. Licensee’s request for a promotional license should be sent to Ms. Tzipy Fromberg via email to: tziporah.f.fromberg.ctr@mail.mil.

4. **STUDENT FEES:** Students may be charged a fee for attending Licensee’s educational classes. However, unless otherwise authorized by DoD in writing, all such student fees collected

by Licensee must be used exclusively for Licensee's educational or outreach activities in support of the Stop the Bleed program. A separate license is required if Licensee is operating a for-profit educational program.

5. DoD EDUCATIONAL AIDS: DoD has created a number of aids to assist licensee in developing its educational program. The Stop the Bleed Educational Consortium published an article in the January 2018 edition of *The Journal of Trauma and Acute Care Surgery* entitled, "Stop the Bleed Education Consortium: Education program content and delivery recommendations." The article establishes a common framework that educators can use in designing traumatic bleeding curricula of their own. The article can be found at https://journals.lww.com/jtrauma/Fulltext/2018/01000/Stop_the_Bleed_Education_Consortium_Education.31.aspx. It is recommended that the Licensee carefully review this article prior to developing its bleeding control training program. Licensee is authorized to reproduce and distribute copies of the article on its website or in print. A short video on bleeding control created by DoD's Uniformed Services University of Health Sciences is available at: <https://stopthebleed.usuhs.edu/> DoD has also developed a STOP THE BLEED bleeding control app which is available at no costs. The apps can be found at:

iOS devices. See: <https://itunes.apple.com/us/app/stb/id1336173602?mt=8>

Google Play: See: <https://play.google.com/store/apps/details?id=edu.usuhs.stb>

6. NOT TO BE PLACED ON HEMORRHAGE CONTROL DEVICES, PRODUCTS OR FIRST AID KITS: This license does not authorize Licensee to place any of the Marks including the words, STOP THE BLEED®, on individual hemorrhage control products or other devices (e.g. tourniquets, hemostatic gauzes, elastic bandages, etc.). Licensee understands that the manufacture, distribution or sale of these items, including kits containing these products and devices, require a separate license from DoD and are not covered by this Agreement. Training kits that meet the quality and functionality specifications set by DoD are available for purchase from a number of groups. Upon request, DoD will provide Licensee with the names and contact information for these groups.

7. CHANGES IN ARTWORK OR DESIGNS: Licensee agrees that the Marks will be reproduced in a manner that is substantially identical to the appearance of the Marks in Exhibit A and the Stop the Bleed Style Guide. Upon request, DoD shall provide Licensee with a copy of its then current style guide and reproduction quality copies of the Marks. Upon request from DoD, Licensee agrees to send DoD mock-ups of the posters and other promotional materials it intends to create in support of its Stop the Bleed educational and outreach program.

8. OWNERSHIP OF MARK:

8.1. Licensee acknowledges that DoD owns the Marks shown on Exhibit A and agrees that it will do nothing inconsistent with such ownership, that all use of the Marks by Licensee shall inure to the benefit of and be on behalf of DoD, and agrees to assist DoD, at its request, in recording this Agreement with appropriate governmental authorities. Licensee agrees that

nothing in this License shall give Licensee any right, title, or interest in the Marks other than the rights outlined in this Agreement and Licensee agrees that it will not attack the title of DoD to the Marks, attack the validity of this License or any trademark, service mark, copyright or similar applications or registrations DoD may have on the Marks and their artistic elements. Licensee further agrees that it will not assist or cooperate with other parties in their efforts to attack DoD's trademarks and its right to control how the Stop the Bleed mark is used.

8.2. Unless specifically authorized by DoD in writing, Licensee agrees that it will not apply for or secure trademark or copyright registration(s) on the Marks (or any words, logos or designs that are confusingly similar to the Marks) with any governmental entity in the United States or elsewhere. To the extent Licensee secures any common law or other ownership rights to any of the Marks (or any words, logos or designs that are confusingly similar to the Marks), Licensee agrees to promptly assign those rights to DoD upon request or upon the termination of this Agreement, whichever comes first. Licensee agrees to sign any documents prepared by DoD that are necessary to execute such assignment or to exercise any other right granted DoD in this Agreement.

8.3. All reproductions of the Marks shall be in full compliance with the Stop the Bleed Style Guide. Licensee shall not use the words, STOP THE BLEED, or the Stop Sign design as separate elements apart from the Stop the Bleed logo shown in Exhibit A under Logo/Design Marks without DoD's written approval.

8.4. Licensee shall not apply for, secure or own any domain name or Uniform Resource Locator (URL) that contains the words Stop the Bleed, Stop the Bleeding or any variation thereof without DoD's prior written consent. Licensee further agrees that any such URL that is authorized by DoD pursuant to this paragraph shall be assigned to DoD upon the termination of this Agreement. DoD shall also have the right to direct that the Licensee abandon any such URL instead of assigning it to DoD.

8.5. DoD's failure to timely enforce any provisions of this Agreement shall not constitute a waiver of its right to enforce any such provision in the future.

8.6. All the provisions of Paragraph 8 of this Agreement shall survive termination of this agreement.

9. **POINT OF CONTACTS** – The parties have designated the persons listed below as their point-of-contact for all matters dealing with this license.

DOD at:

Michael R. Davis, MD FACS Colonel, USAF MC
Director
US Combat Casualty Care Research Program
722 Doughten Street, Room 3
Fort Detrick, MD 21702-5012
Phone: 301-619-7591

Copy to:

Tzipy Fromberg
Trademark Management Specialist
tziporah.f.fromberg.ctr@mail.mil

Licensee at:

Williamson county EMS
3189 SE Inner Loop, Bldg. 1
Georgetown, TX 787626
James Persons James.persons@wilco.org
512-943-3736
Secondary Contact: Mike Knipstein

10. Termination of License: This agreement shall commence as of the date written above and expire on December 31, 2022. This period shall hereinafter be referred to as the “Term”. Notwithstanding the proceeding, either party may terminate this license at any time by giving the other party 30 days written notice of its intent to terminate this Agreement. This Agreement shall then terminate at the end of the notice period. The notice shall be sent to the other party's Point of Contact as stated in paragraph 9 above. Such notice can be sent by any reasonable method, however, the burden of proving receipt of notice shall be on the sender.

11. REPRESENTATIONS AND WARRANTIES: Both Parties warrant that they have full power and authority to enter into this Agreement and that the execution of this Agreement by it does not violate any agreements, rights or obligations existing between it and any third party before and/or during the Term. DoD represents and warrants that, to the best of its knowledge, the Marks

licensed under this Agreement do not infringe upon or violate any third party's rights. No warranties or representations regarding DoD's ownership of the Marks are made by DoD other than that the information provided to Licensee by DoD is true and accurate to the best of its knowledge. Licensee warrants and represents it will only use the Marks in the manner authorized in this Agreement and that such use will not violate or infringe upon any third party intellectual property rights, trade secrets or other proprietary rights.


12. **CAPTIONS:** Captions or headings used in this Agreement are for convenience or reference only, and shall not be considered in the construction of this Agreement.

13. **APPLICABLE LAW:** This Agreement will be governed by, construed and interpreted in accordance with the laws of the State of the United States of America, without regard to conflict of law principles. Jurisdiction and venue in any suit brought to determine any dispute or controversy arising under or relating to this Agreement shall be as follows: if brought by Licensee for monetary damages against DoD, in the United States Court of Federal Claims; all other claims whether brought by DoD or Licensee shall be brought in the United States District Court for the Eastern District of Virginia.

Licensee:

DEPARTMENT OF DEFENSE
Defense Health Agency

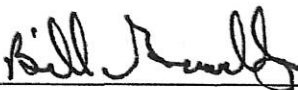
By: _____


Col Michael R. Davis, MD
Director, US Combat Casualty Care
Research Program, Ft Detrick, MD

Dated: 19 September 2019

Williamson County EMS

By: _____



Title: _____

Williamson County Judge

Dated: _____

8/27/19

licensed under this Agreement do not infringe upon or violate any third party's rights. No warranties or representations regarding DoD's ownership of the Marks are made by DoD other than that the information provided to Licensee by DoD is true and accurate to the best of its knowledge. Licensee warrants and represents it will only use the Marks in the manner authorized in this Agreement and that such use will not violate or infringe upon any third party intellectual property rights, trade secrets or other proprietary rights.

12. **CAPTIONS:** Captions or headings used in this Agreement are for convenience or reference only, and shall not be considered in the construction of this Agreement.

13. **APPLICABLE LAW:** This Agreement will be governed by, construed and interpreted in accordance with the laws of the State of the United States of America, without regard to conflict of law principles. Jurisdiction and venue in any suit brought to determine any dispute or controversy arising under or relating to this Agreement shall be as follows: if brought by Licensee for monetary damages against DoD, in the United States Court of Federal Claims; all other claims whether brought by DoD or Licensee shall be brought in the United States District Court for the Eastern District of Virginia.

Licensee:

DEPARTMENT OF DEFENSE
Defense Health Agency

Williamson County EMS

By: _____
Col Michael R. Davis, MD
Director, US Combat Casualty Care
Research Program, Ft Detrick, MD

By: Bill Howell
Title: Williamson County Judge

Dated: _____

Dated: 8/27/19

EXHIBIT A

MARKS

The term Marks as used in this Agreement shall include the Word Mark and Logo/Design Marks shown below. The Marks shall be reproduced in a form that is substantially identical to the ones shown below and in the Stop the Bleed Style Guide. The registered ® symbol shall be reproduced in the relative size and location shown. Upon request, DoD shall provide Licensee with a reproduction of the mark that is suitable for Licensee's use.

Word Mark:

STOP THE BLEED®

Logo/Design Marks:



Stop Sign Logos:



All uses of the Stop Sign logos and Word Mark shown above must be specifically approved in writing by DoD before they can be used by Licensee.

Ownership Notice: On Licensee's website, and on the bottom of all posters and other printed materials where one or more reproductions of the Marks are displayed, the ownership notice shown below shall be reproduced in small print. The notice only needs be printed once on Licensee's website and only once on any printed document regardless of the length of the document. DoD may approve shortened versions of the Ownership Notice in situations where having sufficient space for the entire notice is a problem.

STOP THE BLEED® is a registered trademark of the U.S. Department of Defense.
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