

## **UPDATED: Instructions for completing- the SAFETY Act Mark Usage Agreement**

Congratulations on your approval for SAFETY Act liability protections. Prior to receiving your SAFETY Act Marks, you must sign, scan and return the attached user agreement.

1. Please print the document and in Section I, using the space provided, **HANDWRITE** your company's legal entity name and the name of your SAFETY Act approved Technology. An example is shown below for your reference. **DO NOT ALTER THE DOCUMENT IN ANY MANNER**. Fill-in the provided blanks as illustrated below.
2. Once you have completed step 1, the form must be signed by a company representative/officer authorized to legally bind the company to this agreement (not outside legal counsel, etc).
3. The final step requires you to scan the signed User Agreement and log onto the website to upload the file as a response to the SAFETY Act Marks RFI.

Once our office has received and accepted your signed user agreement, we will issue your SAFETY Act Mark within 30 days.

### EXAMPLE

#### **I. Authorized Use of the Mark.**

1. The Department of Homeland Security, Science and Technology Directorate, grants authorization to ( *Handwrite Name of Seller* ) (the "Seller") to use the SAFETY Act Designated™ and SAFETY Act Certified™ logos (collectively, the "Marks") in connection with any materials or discussions of the ( *Handwrite Name of Technology* ) described in the Exhibit A (the "Technology") that was Designated and/or Certified.

If you require assistance regarding the completion of this user agreement, please contact the SAFETY Act help desk at 1-866-788-9318.



## SAFETY Act Certified® Usage Agreement

### I. Authorized Use of the Mark.

1. The Department of Homeland Security, Science and Technology Directorate, grants authorization to \_\_\_\_\_ (the “Seller”) to use the SAFETY Act Designated® and SAFETY Act Certified® logos (collectively, the “Marks”) in connection with any materials or discussions of the \_\_\_\_\_ described in the Exhibit A (the “Technology”) that was Designated and Certified.
2. In the event that the Seller’s product or service described in the Designation Exhibit A differs from the Seller’s product or service described in the Certification Exhibit A, the Seller must distinguish the components of the Technology that have received Designation and Certification from those that are only Designated when using the SAFETY Act Marks in connection with any materials or discussions of the Technology.

### II. Terms and Conditions.

1. The Seller must display the Marks in connection with any materials, marketing or any other discussion of the Technology as SAFETY Act Designated and SAFETY Act Certified.
2. The Seller is not permitted to display the Marks in a manner that would inaccurately indicate or attribute SAFETY Act Designation or SAFETY Act Certification for technologies that have not been Designated or Certified.
3. The Seller shall use the Marks as provided by the Department of Homeland Security (the “Department”) and may not modify, alter, or change the Marks in any manner. However, a Seller is permitted to display a gray-scale version of the Marks.
4. When using the Marks, the Seller shall ensure that the "®" symbol is placed immediately to the right of the Marks.

### III. License and Transfer of the Marks.

1. The Seller is not authorized by the Department to license or transfer the Marks to any other company, organization, association, or agency.
2. Licensees Under the SAFETY Act. If the Seller licenses (exclusively or nonexclusively) the right to manufacture, use, or sell the Technology pursuant to

§25.6(k) of the Regulations Implementing the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 C.F.R. Part 25, 71 Fed. Reg. 33147, 33159 (June 8, 2006) (the “Final Rule”); the licensee(s) must sign a separate SAFETY Act Certified® Usage Agreement to use the Marks. Upon receipt of the required “Notice of License of Qualified Anti-terrorism Technology”, the Department will provide the Usage Agreement directly to the licensee(s). Upon receipt of the signed Usage Agreement, the Department will send the licensee(s) the Marks.

3. Transfer of SAFETY Act Designation and Certification. If the Seller transfers and assigns all right, title, and interest in and to the Technology pursuant to §25.6(j) of the Final Rule, the transferee(s) must sign a separate Usage Agreement to use the Marks. Upon receipt of the required “Application for Transfer of Designation” and the transfer of Designation and Certification, the Department will provide the Usage Agreement directly to the transferee(s). Upon receipt of the signed Usage Agreement, the Department will provide the transferee(s) the Marks.

**IV. Termination.** This Usage Agreement terminates on the “Designation Termination Date” (as such term is defined in the related Designation), or may be terminated earlier upon the written notice by the Department.

**V. Renewal.** This Usage Agreement will not be automatically renewed. If the Seller’s SAFETY Act protections are renewed, a new Usage Agreement will be included in the package renewing SAFETY Act protections for the Seller to sign and return to the Department.

**VI. Loss of SAFETY Act Coverage.**

1. In the event the Seller loses SAFETY Act coverage for the Technology and does not have a renewal application pending with the SAFETY Act program office at that time for the Technology, the Seller must immediately cease and desist using the Marks, and make a reasonable effort to immediately remove and destroy all marketing materials displaying the Marks that remain within the Seller’s control.
2. **Grace Period.** In the event the Seller loses SAFETY Act coverage for the Technology, but has a renewal application for the Technology pending with the SAFETY Act program office:
  - a. The Seller must immediately cease and desist using the Marks in marketing, selling, advertising, or any other connection with the Technology.
  - b. The Seller will not be required to immediately destroy all marketing materials displaying the Marks during the period of time which an application for the Technology is pending (the “grace period”). This grace period terminates when the Office of the SAFETY Act Implementation communicates its final decision on the pending application to the Seller.

**VII. Unauthorized Use of the Department of Homeland Security Seal.** The permission to use the Marks does not include authorization to display the Department of Homeland Security seal. Separate written authorization is required for use and display of the Department of Homeland Security seal.

**VIII. Endorsement of the Technology.** The Department cannot endorse the Seller's Technology over another. This Designation is NOT in any way an endorsement of the Technology and shall not be used in any fashion to intimate or allude to an endorsement in any marketing and sales materials.

**IX. Title and Intellectual Property Rights.** The Seller acknowledges that nothing in this Usage Agreement shall affect any transfer of copyright, trademark or any other applicable intellectual property rights or title from the Department to the Seller, and no other use of the Department's intellectual property is hereby authorized.

## Signature

\_\_\_\_\_  
Signature / Print Name

Corporate Officer of \_\_\_\_\_

\_\_\_\_\_  
Date