



Woodsy Owl License

#18-XXX

Company Information

Name	Rum Runners (aka Sven & Angus)
Address	1552 Old Meadow Court Rockton, IL 61072
Telephone number	815.218.2851
Facsimile	N/App
E-mail	svenskupien@hotmail.com
Products	t-shirts, sweatshirts, hoodies, popsockets
Royalty Percentage	Ten percent (10.0%)
Advance	\$Zero due on signing
Guarantee	\$500 per year
Effective Dates of License- Renewal	
From	October 1, 2018
To	September 30, 2023



Woodsy Owl License Agreement Table of Contents

Section	Content	Page
1	Licensing Agreement	3
2	Code of Federal Regulations, Title 36: Parks, forests, and public property Chapter II - Forest Service, Department of Agriculture Part 272: Use of Woodsy Owl symbol	15
3	Pantone Color Specifications	18
4	Key contact Information <ul style="list-style-type: none">o Quarterly revenue check mailing addresso USDA client mailing addresso The Metis Group (Licensing Agency) contact information	19
5	Quarterly Revenue Report Template	20



1. Woodsy Owl License Agreement

THIS LICENSE AGREEMENT entered into **this 24th day of September 2018, by** and between the Forest Service, United States Department of Agriculture, (hereinafter: "Forest Service"), having an address of 201 14th Street, SW, Conservation Education Staff, 1 Central, Stop Code 1147, Washington, DC 20250, **and Rum Runner (aka Sven & Angus)** (hereinafter: "Licensee"), having an address of:

**1552 Old Meadow Court
Rockton, IL 61072**

and phone number of : **815.218.2851**

Whereas, in accordance with 16 U.S.C. 580p, p-1, p-3, and p-4, 18 U.S.C. 711a, and 36 CFR Part 272: the name and character of Woodsy Owl are the property of the United States; and, the Forest Service may authorize the commercial manufacture, use, or reproduction of the name or character of Woodsy Owl when: such manufacture, use, or reproduction contributes to public knowledge about wise use of the environment and to programs which foster maintenance and improvement of environmental quality; is consistent with the status of Woodsy Owl as a national symbol for a public service campaign to promote wise use of the environment and programs which foster maintenance and improvement of environmental quality; does not in any way detract from such status; and a reasonable royalty charge is established; and,

Whereas, Licensee desires to manufacture, use, or reproduce the name or character of Woodsy Owl on, as a part of, or in connection with certain products: Various promotional products, apparel, key chains, belt buckles, engraved items.

The parties hereby agree as follows:

1. **Definitions**

- a) "Licensed Products," means the following products of Licensee on which, as a part of, or in connections with which, appears the name or character of Woodsy Owl, the Woodsy Owl Licensee Logo (pictured in Paragraph 6), or the messages "GIVE A HOOT. DON'T POLLUTE!" or "LEND A HAND - CARE FOR THE LAND" or other environmental message approved by the Forest Service.
- b) "Licensed Marketing Materials" means Licensee's packaging (including containers, tags, labels, instructions, and wrapping), advertising, promotional, and display materials for the Licensed Products on which, as a part of, or in connection with which, appears the name or character of Woodsy Owl, the Woodsy Owl Licensee Logo (pictured in Paragraph 6), or the messages "GIVE A HOOT. DON'T POLLUTE!" or "LEND A HAND—CARE FOR THE LAND" or other environmental message approved by the Forest Service.
- c) "Manager" means National Symbols Program Manager if not otherwise indicated.



2. License Grant

- a) The Forest Service grants to the Licensee the term of this License Agreement, subject to all the terms and conditions of the regulations relating to Woodsy Owl, 36 CFR Part 272 (attached), and to the terms and conditions of this License Agreement, the non-exclusive, non-transferable license to manufacture, distribute, promote, and sell the Licensed Products in the United States, its territories and possessions, and to manufacture and use the Licensed Marketing Materials in connection therewith.
- b) The Forest Service retains all rights in regard to the name and character of Woodsy Owl, the Woodsy Owl Licensee Logo, and the messages "GIVE A HOOT. DON'T POLLUTE!" and "LEND A HAND—CARE FOR THE LAND" or other environmental message approved by the Forest Service not expressly granted to the Licensee herein. The Licensee shall not make any use of these properties other than as permitted under this License Agreement.

3. Quality Control, Samples, Approvals

- a) Licensee shall submit to the Manager for approval, at no cost to the Forest Service, with respect to each proposed Licensed Product and each proposed Licensed Marketing Material:
 - (1) Prior to commencing the development of the proposed Licensed Product or proposed Licensed Marketing Material, a description of the concept of the same, including complete information on the nature and function of the proposed Licensed Product or proposed Licensed Marketing Material, which may include design sketches thereof;
 - (2) Prior to the fabrication of pre-production models or prototype samples, final art drawings with specifications and colors;
 - (3) Prior to commencing manufacture, two (2) pre-production models or prototype samples; and,
 - (4) Prior to commencing distribution, sale, or other use, two (2) production samples.
- b) The Licensee shall not proceed beyond any stage at which approval is required without express written approval from the Manager. An approval form, supplied by the Forest Service shall accompany each submission for approval. The Manager shall notify the Licensee of the Forest Service's approval or rejection within fifteen (15) working days from the date on which the Manager receives the submission for approval. Approval must be expressed in writing; failure to respond shall not be deemed approval.
- c) The Forest Service shall have the right to withhold approval for any proposed Licensed Products or any proposed Licensed Marketing Material that, in the sole discretion of the Forest Service, at any time does not contribute to public



knowledge about wise use of the environment and programs which foster maintenance and improvement of environmental quality, is inconsistent with the status of Woodsy Owl as a national symbol for a public service campaign to promote wise use of the environment and programs which foster maintenance and improvement of environmental quality, in any way detracts from such status, or is not of a high quality that is at least equal to comparable products and marketing materials manufactured, distributed, promoted, sold, or used by, whether by reason of substandard quality or for any other reason whatsoever.

- d) The Licensee agrees that the Licensed Products shall meet all and violate none of the following guidelines:
- (1) The Licensed Products shall meet Woodsy Owl Program needs to keep the message of wise use of the environment and programs that foster maintenance and improvement of environmental quality.
 - (2) The Licensed Products shall carry a pre-approved environmental message.
 - (3) The Licensed Products shall support and neither contradict nor conflict with any national public service advertising campaigns developed by the Forest Service/Conservation Educational/National Symbols Program.
 - (4) The Licensed Products shall be high quality and support the image of Woodsy Owl as the United States' symbol for wise use of the environment and programs that foster maintenance and improvement of environmental quality.
 - (5) The Licensed Products shall produce royalties that, in part, are returned to the Conservation Education/National Symbols Program for use in furthering the wise use of the environment and programs that foster maintenance and improvement of environmental quality.
- e) The Licensee shall, as far as possible, use recycled materials in the production of the Licensed Products in accordance with the Comprehensive Procurement Guideline Program set forth by the United States Environmental Protection Agency incorporated by reference herein. Additionally, the finished Licensed Products shall meet any and all standards that may be set by the US Forest Service as well.
- f) Licensed Products and Licensed Marketing Materials shall conform to the samples that have been approved by the Forest Service. The Licensee shall not materially depart from the quality and nature of the approved samples without prior express written consent from the Manager.
- g) The Licensee shall at any time, upon written request from the Manager, submit to the Manager for approval, at no cost to the Forest Service, selected samples of the Licensed Products or Licensed Marketing Materials being manufactured, distributed, promoted, sold, or used by the Licensee at that time.
- h) If any Licensed Products or Licensed Marketing Materials at any time shall fall below the standards previously approved by the Forest Service, upon



notification from the Manager, the Licensee shall promptly bring the deficient Licensed Products or deficient Licensed Marketing Materials into compliance. All costs of compliance shall be entirely and solely the responsibility of the Licensee.

- i) In the event that the Licensee does not restore Licensed Products or Licensed Marketing Materials to the approved standards within thirty (30) calendar days after notification from the Manager, or the approved standards are not maintained throughout the term of this License Agreement, the Forest Service has the right to require the Licensee to stop manufacturing, distributing, promoting, and selling the deficient Licensed Products and to stop manufacturing and using the deficient Licensed Marketing Materials, or to terminate the License Agreement in its entirety, as provided in Paragraph 12.

4. Woodsy Owl Artwork

- a) The Manager shall provide to the Licensee artwork incorporating the name or character of Woodsy Owl and an environmental message (hereinafter collectively referred to as “Woodsy Owl artwork”) that the Forest Service deems to be available for use by the Licensee under this License Agreement. This Woodsy Owl artwork shall be in the form of original objects, film positives, printed samples, or reproduction transparencies, any of which shall be suitable for use by the Licensee under the terms and conditions of this License Agreement.
- b) The Licensee shall notify the Manager in writing of the specific artwork that the Licensee is using.
- c) If new or modified Woodsy Owl artwork is required by the Licensee, and such Woodsy Owl artwork is not available from the Forest Service, the Licensee may create such Woodsy Owl artwork or have such artwork created, at the Licensee’s own expense, upon prior express written consent to such creation from the Manager, and under the following additional terms and conditions:
 - (1) Such Woodsy Owl artwork shall require express written approval from the Manager prior to being used or reproduced, approval being solely within the discretion of the Forest Service;
 - (2) The terms and conditions of Paragraph 3 shall apply to the manufacture, reproduction or use of such Woodsy Owl artwork on, as a part of, or in connection with the Licensee’s products and marketing materials;
 - (3) Where the Licensee is to create such Woodsy Owl artwork or to have such artwork created in a work made-for-hire relationship such that the Licensee is the author, prior to the creation of such artwork the Licensee shall furnish to the Manager a fully executed and acknowledged document that assigns to the United States, or waives, all rights in such artwork, assigns to the United States ownership of the material objects in which the artwork is embodied, and waives any and all moral rights in the artwork, such document to be in form and substance acceptable to the Forest Service;



(4) Where the Licensee is to have a third party create or contribute to the creation of such Woodsy Owl artwork such that said party qualifies as an author of such artwork, the Licensee shall obtain from such author, or the employer thereof in the case of a work made-for-hire, and furnish to the Manager, a fully executed and acknowledged document as specified in the preceding subparagraph (3);

(5) No artist’s signature or copyright notice, other than that designated by the Forest Service shall be applied to such Woodsy Owl artwork.

5. Woodsy Owl Color Standards

Woodsy Owl shall be represented using the following Pantone Matching system (PMS) colors (Woodsy Owl color specification attached in hardcopy on page 17):

Hat:	Pantone 340 U	(green)
Feather:	Pantone 485 U	(red)
Face:	Pantone 1345 U	
Beak:	Pantone 129 U	(yellow-orange)
Back Pack:	Pantone 414 U	
Recycle Symbol		
On Back Pack:	Pantone 108 U	
Arms/Wings:	Pantone 1385 U	(orange)
Belt Buckle:	Pantone 873 C	(yellow-gold)
Belt:	Pantone 160 U	(brown)
Pants:	Pantone 340 U	(green)
Shoes:	Pantone Cool Gray 11 U	(cool gray)

6. Environmental Message; Notices of Intellectual Property Ownership.

a) The Licensee shall place on all Licensed Products, or on the packaging therefore, and on the Licensed Marketing Materials the following Woodsy Owl Licensee Logo:





- b) The Licensee also shall place on all Licensed Products, or on the packaging therefore, an environmental message that is subject to approval from the Manager prior to the commencement of manufacturing.
- c) The Licensee shall place on all Licensed Products, or on the packaging therefore, and on the Licensed Marketing Materials, the statement: “The name and character of Woodsy Owl are the property of the United States, as provided by 16 U.S.C. 580p-1 and 18 U.S.C. 711a, and are used with the permission of the Forest Service, US Department of Agriculture;” or, in close association with the Woodsy Owl artwork, the notice: “16 U.S.C. 580p-4”; or, such alternative notice that the Manager may designate in light of the nature of each Licensed Product, its packaging and the other Licensed Marketing Materials.
- d) The methods of affixation and locations of the items required by this Paragraph shall be subject to the sampling and approval provisions of Paragraph 3.
- e) The Licensee shall not place on, or in association with, Woodsy Owl artwork any artist’s signature or notice of copyright other than the items required by Paragraph 6(a).

7. Ownership of Material Objects in which Woodsy Owl Artwork is embodied

- a) The Licensee acknowledges that all Woodsy Owl original objects, film positives, printed samples, and reproduction transparencies that are supplied by the Forest Service, remain the exclusive property of the Forest Service. Upon request, all such materials shall be returned to the Forest Service.
- b) The Licensee also acknowledges that all material objects embodying new or modified Woodsy Owl artwork created under Paragraph 4, upon request, shall be delivered to the Forest Service.

8. Ownership of Intellectual Property

- a) The Licensee acknowledges that each of the following is the property of the United States, as represented by the Secretary of Agriculture, and that all rights therein and goodwill pertaining thereto belong exclusively to the United States: the name and character of Woodsy Owl, as provided in 16 U.S.C. 580p, p-1, p-3, and p4 and 18 U.S.C. 711a; any copyrights in Woodsy Owl artwork, including new or modified Woodsy Owl artwork prepared under this License Agreement; the Woodsy Owl Licensee Logo; and the messages “GIVE A HOOT. DON’T POLLUTE!” and “LEND A HAND—CARE FOR THE LAND” or other environmental message approved by the Forest Service.
- b) Licensee further acknowledges that its every use of these properties insures exclusively to the benefit of the United States, as represented by the Secretary of Agriculture and that the Licensee shall not at any time acquire any rights therein by virtue of any use thereof.



- c) The Licensee shall not during the term of this License Agreement, or thereafter, attack the title or any rights of the United States, as represented by the Secretary of Agriculture, in and to these properties or attack the validity of this License Agreement, or assist others to do so, nor shall the Licensee apply for or obtain any federal or state trademark registration, or any copyright registration, for any of these properties. The Licensee shall not oppose or seek to cancel any trademark application or registration of the US Department of Agriculture or assist others to do so.

9. **Best Efforts to Market and to Sell**

- a) The Licensee shall manufacture Licensed Products at the Licensee's own expense in sufficient quantity to meet the reasonably anticipated demand. The Licensee shall exercise reasonable efforts to advertise and promote the Licensed Products at the Licensee's own expense and to use its best efforts to sell the same.
- b) If the Licensee does not commence in good faith to manufacture, distribute, and sell a Licensed Product on or **before October 1, 2019 then** the Forest Service, in addition to any other remedy available to it, may terminate this License Agreement with respect to such individual Licensed Product, as provided in Paragraph 12.
- c) The Licensee shall sell the Licensed Products to the public only in the manner in which other similar products are customarily merchandised. However, in no event shall the Licensed Products be sold by the Licensee as premiums or giveaways or used for advertising or joint merchandising purposes. If the Licensee uses any of the Licensed Products as a no-charge item to any of its customers, the Licensee shall nevertheless pay royalties to the Forest Service based upon the Licensee's list prices on such Licensed Products at the agreed rate.

10. **Royalties**

In consideration for the rights granted hereunder, the Licensee agrees to pay the Forest Service royalties as follows:

- a) An earned royalty in the amount **equal to ten percent (10.0 %) of** the "net sales price" of all Licensed Products manufactured and sold hereunder by the Licensee. The term "net sales price" shall mean the Licensee's billing price to customers, less (i) only actual and lawful returns, discounts and allowances and (ii) any receipts for charges other than the price of the Licensed Products, including the cost of other products sold in conjunction with the Licensed Products. Licensed Products shall be deemed sold when invoiced or, if not invoiced, when it is delivered, shipped, or paid for, whichever occurs first.
- b) On or before the thirtieth (30th) day of the month following each calendar-quarter, the Licensee shall render a royalty report on a form to be provided by the Forest Service (attached), which shall include a copy of the Licensee's current price list for Licensed Products and shall set forth the total billing or



Rum Runners (aka Sven & Angus)
License Number: 18-XXX

receipts and itemized deductions from its royalty-bearing sales made during the preceding calendar-quarter. The Licensee further agrees to keep accurate records in sufficient detail to enable the royalties payable hereunder to be determined, and further that it will permit such records to be examined by an auditor or accountant, authorized by the Forest Service, at all reasonable times during business hours to the extent necessary to verify the records and payments.

Each quarter shall end in accordance with the following:

- The last day of March
- The last day of June
- The last day of September
- The last day of December

Licensee agrees that it will render with each royalty report set forth in Subparagraph 10(b), all royalty payments provided for by this License Agreement. Said royalty payments shall be due and payable quarterly, and the Licensee agrees to pay to the Forest Service, on or before the thirtieth (30th) day of the month following each calendar-quarter, the total amount of royalties due and payable on account of its sales under this License Agreement, during the preceding calendar-quarter.

The original quarterly report and royalty check must be mailed directly to:

Albuquerque Service Center (ASC)
ATTN: R&C - OTC
101B Sun Avenue NE
Albuquerque, New Mexico 87109

- c) Licensee must also submit one copy of each royalty report to the following parties:

USDA Forest Service
ATTN: Conservation Education, National Symbols Program Manager
Stop Code: 1147
1400 Independence Avenue, SW
Washington, D.C. 20250-1147

and

The Metis Group LLC
1900 M Street NW, Suite 400
Washington DC 20036

or, email to woodyowl@themetisgroup.com

- d) Pursuant to 31 U.S.C. 3717 and 7 CFR Part 3, Subpart B, interest shall be charged on any payment or fee amount not paid within thirty (30) days from the date the payment or fee specified in this License Agreement was due. Interest shall be assessed using the most current rate prescribed by the United States



Rum Runners (aka Sven & Angus)
License Number: 18-XXX

Department of the Treasury Fiscal Requirements Manual (TERM-6-8020.20).
Interest shall accrue from the date the payment or fee was due.

- e) The Licensee agrees to pay to the Forest Service **Zero dollars (\$0.00)** as a guarantee under this agreement. Payment of the guarantee is as follows:
- **\$N/App on or before N/App**
 - **\$N/App on or before N/App**
 - **\$N/App on or before N/App**
- f) The Forest Service, the Government Accountability Office, or their nominees, until expiration of **three years and zero months (36 months)** after final payment under this License Agreement, shall have access to and the right to examine and audit all books, documents, papers, and financial records of the License involving transactions related to this License Agreement.
- g) Licensee shall keep, maintain, and preserve (in the principal place of business) for at least three (3+) years following termination or expiration of this License Agreement complete and accurate records and accounts pertaining or relating to the Licensed Products and Licensed Marketing Materials, including, without limitation, invoices, correspondence, banking and financial and any other records pertaining to the various items required to be submitted by the Licensee. Such records and accounts shall be available for inspection, audit, and taking extracts there from, at any time or times during or after the term of this License Agreement, during reasonable business hours and upon reasonable notice by the Forest Service, the Government Accountability Office, or their nominees. The Licensee agrees not to cause or permit any interference with the Forest Service, the Government Accountability Office, or their nominees in the performance of their duties of inspection and audit.
- h) Licensee agrees to pay the Forest Service **Zero dollars (\$0.00)** upon execution of this License Agreement as a nonrefundable advance.

All checks are to be made payable to the Forest Service, USDA, and mailed to the following:

Albuquerque Service Center (ASC)
ATTN: R&C - OTC
101B Sun Avenue NE
Albuquerque, New Mexico 87109

Copies of the royalty reports and quarterly payments must also be sent to :

USDA Forest Service
ATTN: Conservation Education, National Symbols Program Manager
Stop Code: 1147
1400 Independence Avenue, SW
Washington, D.C. 20250-1147

and



The Metis Group LLC

email to woodyowl@themetisgroup.com or fax to 202.822.5082

11. **Warranties**

Licensee warrants that all Licensed Products shall be of good quality in material and workmanship and shall conform to all applicable safety and health standards, and agrees to defend, indemnify, and hold the United States harmless from any and all claims arising by reason of or in connection with the manufacture, distribution, promotion, sale, or use of the Licensed Products. The Licensee further agrees that it has, or will obtain at its own expense, product liability insurance from a recognized insurance company providing protection in the amount of at least \$1,000,000. Such policy shall be secured and maintained at the Licensee's own expense, shall name the United States as an additional insured, and shall provide coverage against any claims, suits, loss or damage arising out of any alleged defects of the Licensed Products. Such policy also shall provide that said insurance cannot be terminated or cancelled except on a twenty (20) working days notice to the Manager. Within ten (10) working days from the date of the execution of this License Agreement, the Licensee shall furnish to the Manager an insurance certificate attesting to the issuance of such policy.

12. **Termination**

- a) The term for this License Agreement shall be **X years and X months (# months)** commencing **on Month #, 2017** and ending on **Month #, 201X**.
 - i. At the sole discretion of Forest Service, and with acceptance by licensee, the license shall renew for **(spell out- same term as above) years and zero months**, commencing **Month #, Year** and ending on **Month #, Year**. This renewal shall be formalized in a Renewal Agreement provided by Forest Service and signed by both parties.
 - ii. If a renewal is not agreed upon, the license shall expire as set forth in paragraph (d) below.
 - iii. All other terms and conditions of this license shall remain in full effect for any and all renewals, unless specifically documented and agreed upon by both parties.
- b) Unless sooner terminated in accordance with any of the provisions hereof, and subject to the terms of Subparagraph 12(e), this License Agreement and the rights and license herein granted to the Licensee shall terminate upon the expiration of the term of this License Agreement.
- c) In the event the Licensee fails to account for or pay to the Forest Service any of the royalties becoming due and payable to the Forest Service hereunder or otherwise defaults or breaches any of the provisions of this License Agreement, the Forest Service has the right to terminate this License Agreement, in its



entirety or in part, upon a thirty (30) calendar day period, cures the said default or breach, this License Agreement shall continue in force and effect.

- d) Upon termination or expiration of this License Agreement in its entirety, or in part, but subject to the terms of Subparagraph 12(e), the Licensee agrees immediately and permanently to discontinue the manufacture, distribution, promotion, sale, and use, for any purpose, of all Licensed Products and all Licensed Marketing Materials, or of the Licensed Products and Licensed Marketing Materials specified by the Forest Service. Also the Licensee shall provide the Manager with a detailed inventory of all Licensed Products and all Licensed Marketing Materials in the Licensee's possession as of the date of a termination or expiration of the License Agreement in its entirety, or of the Licensed Products and Licensed Marketing Materials specified by the Forest Service in the Licensee's possession as of the date of a termination or expiration of the License Agreement in part.
- e) Notwithstanding the terms of Subparagraphs 12(b) and 12(d), upon termination or expiration of this License Agreement, in its entirety or in part, other than pursuant to Subparagraph 12(c), the Licensee shall have the right within the period of six (6) months immediately following such termination or expiration to distribute, market, sell, and use Licensed Products and Licensed Marketing Materials that exist as of the date of termination or expiration, subject to the payment of royalties as provided in this License Agreement.
- f) All costs and financial loss in regard to Licensed Products and Licensed Marketing Materials in the Licensee's possession as of the date of the entire or partial termination or expiration of this License Agreement, or as of the end of any six (6) month period provided by Subparagraph 12(e), shall be entirely and solely the responsibility of the Licensee regardless of whether Licensed Products or Licensed Marketing Materials have been found deficient and regardless of the size of the inventory in the Licensee's possession.

13. Notices

Unless specified otherwise, any notice, report, other communication, or submission to be sent to the Forest Service by the Licensee under this License Agreement shall be sent certified or registered mail to the address of the Conservation Education, National Symbols Program Manager (address on Page 18) or to such other address as the Manager shall designate.



14. Restrictions on Transfers

The Licensee shall not directly or indirectly assign, transfer, sublicense, or encumber any of its rights under this License Agreement. It is understood and agreed that nothing herein contained shall be construed so as to make the parties hereto partners or joint venturers or to permit the Licensee to bind the United States to any agreement or purport to act on behalf of the United States in any respect.

15. Entire Understanding

This License Agreement comprises the entire understanding between the parties with respect to the subject matter hereof, and shall be amended or modified only by a written agreement, executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the day and year first above written.

	Licensee COMPANY	USDA Forest Service
Signature:	_____	_____
Printed Name:		Iris Lizzette Velez
Title:		Program Manager National Symbols Programs
Date:	_____ _____	_____



2. Code of Federal Regulations, Title 36: Parks, Forests, and Public property

CHAPTER II Forest Service, Department Of Agriculture PART 272: Use of Woodsy Owl Symbol

272.1 - Definitions.

- (a) The term **Woodsy Owl** means the name and representation of a fanciful owl, who wears slacks (forest green when colored), a belt (brown when colored), and a Robin Hood style hat (forest green when colored) with a feather (red when colored), and who furthers the slogans, **Give a Hoot, Don't Pollute**, and **Lend a Hand - Care for the Land**, originated by the Forest Service of the United States Department of Agriculture, or a facsimile or simulation thereof, in such a manner as suggests **Woodsy Owl**.
- (b) The term **Chief** means the Chief of the Forest Service, U.S. Department of Agriculture, or person designated to act for him.

272.2 - Use of official campaign materials.

Official materials produced for the **Woodsy Owl** campaign may be used without express approval from the Chief where such use is solely for the purpose of increasing public knowledge about wise use of the environment and programs that foster maintenance and improvement of environmental quality.

272.3 -- Public service use.

The Chief may authorize the use of **Woodsy Owl** for noncommercial educational purposes, without charge, when such use is essentially as a public service and will, in his judgment, contribute to public information and education concerning wise use of the environment and programs which foster maintenance and improvement of environmental quality.

272.4 -- Commercial use.

- (a) **General.** The Chief may authorize the Commercial manufacture, importation, reproduction, or use of **Woodsy Owl** upon the following findings:
 - (1) The proposed use of **Woodsy Owl** will contribute to public knowledge about wise use of the environment and programs, which foster maintenance and improvement of environmental quality.
 - (2) The proposed use is consistent with the status of **Woodsy Owl** as a national symbol for a public service campaign to promote wise use of the environment and programs, which foster maintenance and improvement of environmental quality.
 - (3) A use charge, royalty charge, or payment in kind, which is reasonably related to the commercial value have been established.



- (4) The applicant is well qualified to further the goals and purposes of the **Woodsy Owl** campaign.
 - (5) When an exclusive license is requested, no other qualified applicant can be found who will provide comparable campaign support under a nonexclusive license.
 - (6) Such other conditions as the Chief may deem necessary in each case have been established.
- (b) **Requirements for exclusive licenses.** Exclusive licenses, when granted, shall conform to the following:
- (1) A definite expiration date shall be specified based on the minimum time determined by the Chief to be needed by the licensee to introduce or popularize the item licensed and to recover the costs and expenses incurred in so doing.
 - (2) The Chief shall retain the independent right to use **Woodsy Owl** in any concurrent, noncommercial program, and to allow for the manufacture and sale of **Woodsy Owl** merchandise that, in his judgment, would not be in conflict with the licensed item.
 - (3) The Licensee shall be required to have the licensed item available for sale, and promotion within a specified period, or show cause why this could not be done.
 - (4) The Licensee shall be required to invest a specified minimum amount of money in the development, production, and promotion of the licensed item, as determined by the Chief to be necessary to ensure that the licensee's use of **Woodsy Owl** will result in a substantial contribution to public information concerning pollution abatement and environmental enhancement.
 - (5) The Chief shall retain the right to revoke any license for failure of the licensee to comply with all the terms and conditions of the license.
 - (6) The Licensee shall be required to submit periodic progress reports to apprise the Forest Service of its activities and progress in achieving stated objectives.
 - (7) The Licensee shall not be subject to transfer an assignment, except as approved in writing by the Chief.
 - (8) The Licensee shall not be authorized to grant sublicenses in connection with the manufacture and sale of the item, except as approved in writing by the Chief.

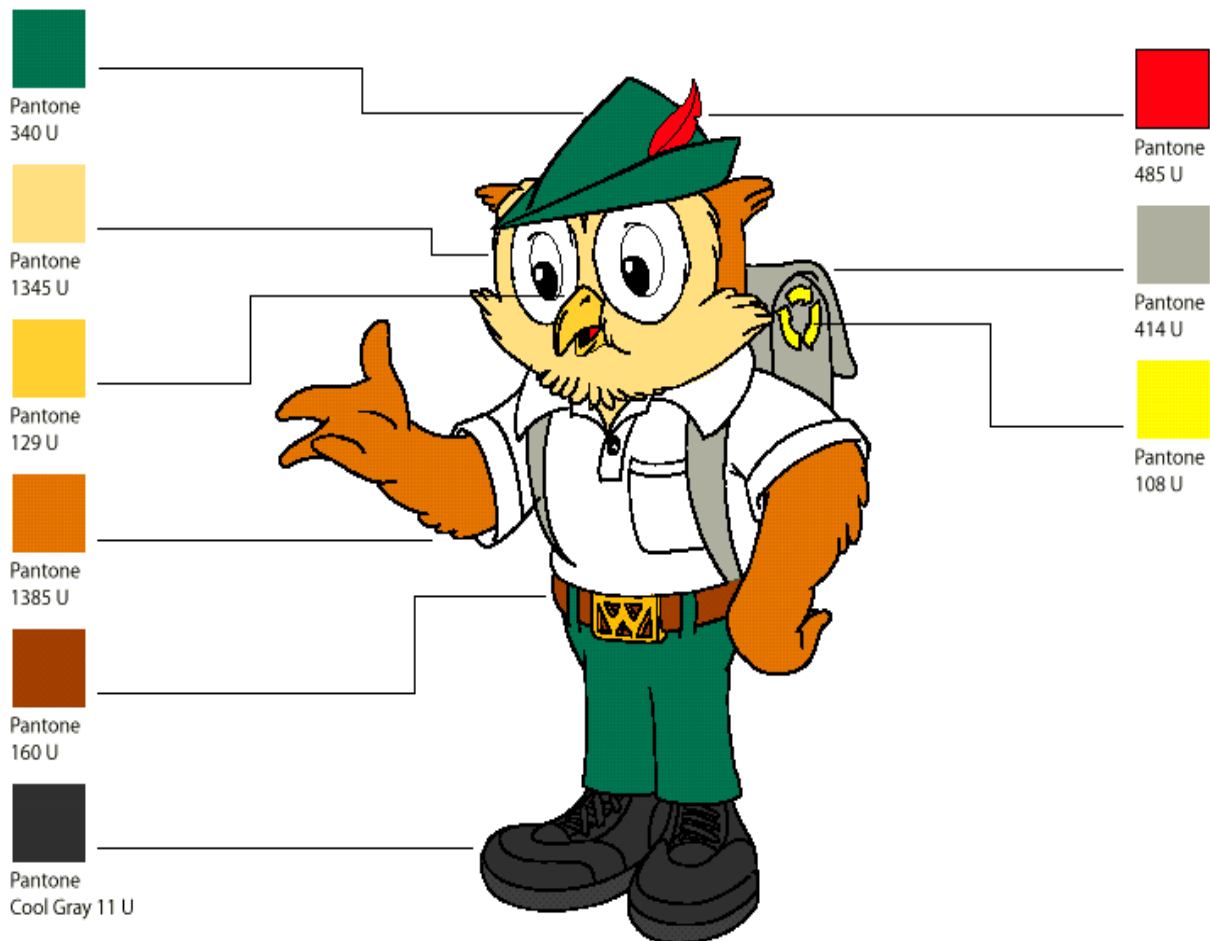
272.5 -- [Reserved]

272.6 -- Power to revoke.



It is the intention of these regulations that the Chief, in exercising the authorities delegated hereunder, will at all times consider the primary purpose of carrying on a public service campaign to promote wise use of the environment and programs which foster maintenance and improvement of environmental quality. All authorities and licenses granted under these regulations shall be subject to abrogation by the Chief at any time he finds that the use involved is injurious to the purpose of the **Woodsy Owl** campaign, is offensive to decency or good taste, or for similar reasons, in addition to any other limitations and terms contained in the licenses and other authorities.

3. Pantone Color Specifications





4. Key Information

- **All checks and quarterly reports must be sent to this address:**
Albuquerque Service Center (ASC)
ATTN: R&C - OTC
101B Sun Avenue NE
Albuquerque, New Mexico 87109

- **Copies of all checks and quarterly reports must be sent to this address:**
The Metis Group LLC
ATTN: Woodsy Owl Licensing Program
1900 M Street NW
Suite 400
Washington DC 20036
OR emailed to woodsyoul@themetisgroup.com or fax to 202.822.5082

- **Mailing address for USDA Client (Conservation Education)**
USDA FOREST SERVICE
ATTN: Conservation Education, National Symbols Program Manager
Stop Code: 1147
1400 Independence Avenue, SW
Washington, D.C. 20250-1147

- **The Metis Group (Licensing Agency) Contact Name and Information**
Libby Kavoulakis – Managing Member, The Metis Group LLC
lkavoulakis@themetisgroup.com

Or: Info@themetisgroup.com

Telephone 202.822.5080
Facsimile 202.822.5082 or 1.855.201.9437 (efax)

5. Quarterly Revenue Report Template

Note: The government operates on a fiscal year, from October 1 to September 30. Following is a summary of each of the four fiscal year quarters, with due dates for the quarterly royalty reports.

Fiscal Quarter	Begin	End	Royalties & Reports Due By
1Q (first quarter)	October 1 st	December 31 st	January 30 th
2Q (second quarter)	January 1 st	March 31 st	April 30 th
3Q (third quarter)	April 1 st	June 30 th	July 31 st
4Q (fourth quarter)	July 1 st	September 30 th	October 31 st

Following is the royalty report to complete, sign and transmit, as indicated in Section 10 of this agreement



5. Quarterly Revenue Report Template

Company Name		License No.	
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Select the Months Being Reported	January February March	April May June	July August September	October November December
Year Reported				

Item Description or Name	Gross Units Sold	Unit Selling Price	Total Gross Sales	Deductions	Net Sales	Royalties Reported
Total Royalties this Period						
(Less Remaining Advance Payment, if any)						
Total Due						

I hereby certify that the above statement is true and correct

Signature

Title

Date

Send to the following:

MAIL ORIGINALS <ul style="list-style-type: none"> • Check (put License Number in Memo line) • Signed royalty report • Price list 	TO: USDA Albuquerque Service Center (ASC) ATTN: R&C – OTC 101B Sun Avenue NE Albuquerque, New Mexico 87109
EMAIL Copies <ul style="list-style-type: none"> • Check (with License No. in Memo Line) • Royalty report • Price list 	TO: dbruyere@fs.fed.us AND WoodsyOwl@TheMetisGroup.com