



# U.S. ARMY

## Trademark Licensing Qualification Standards

The U.S. Army Trademark Licensing Office has created this sheet to provide applicant qualification information to companies interested in having the U.S. Army consider their unsolicited proposals for the licensing of U.S. Army trademarks. Before filling out our license application please read these terms in order to make a self determination of your company's likelihood of being approved for a possible U.S. ARMY license agreement. If your company decides to apply for a license agreement it should review the Terms and Conditions described below, and submit the completed application form and required information to the Trademark Licensing Office by e-mail or mail. The U.S. Army Trademark Licensing office (ATLO) will review the information you submit and make a determination as to whether your unsolicited proposal qualifies for the U.S Army Licensing Program. No decision can be made by the Trademark & Licensing Office until all of your application information has been received and verified. An overview of the pre-qualification process is set forth below.

- 1. How It Works.** The Army Trademark Licensing Office represents the United States Army for the licensing of U.S. ARMY owned trademarks and insignias (the "U.S. ARMY Marks"). U.S. ARMY Marks include, among others, the Emblem, Symbol, Logo, the words ARMY, U.S. ARMY, and United States Army.

The pre-qualification process requires that you submit certain information about your company for review by the U.S. ARMY licensing office. Reviewing these terms and conditions is the first stage of a licensing process that involves several stages. If the information you submit on your company matches the criteria for the U.S. ARMY licensing program established by U.S. ARMY (which criteria may change from time to time), we will contact you about the possibility of your company licensing Army Marks; however any such license would be the subject of a separate written agreement between your company and U.S. ARMY. *Neither our request for information nor your reply to the request for information constitutes an offer to contract or a solicitation by U.S. ARMY to offer a contract to your company.*

- 2. Minimum Requirements.** In order for your unsolicited proposal to be considered for the U.S. ARMY licensing program, your company **MUST**:
  - a. Have a minimum of three years' experience** in manufacturing and distribution;

- b. Be a products owner, meaning you are seeking an agreement for products under your control.
  - c. **Have the ability to pay an Advance Payment. This payment ranges from \$1,000 to \$100,000** (due upon signing the License Agreement) and be able to generate sales sufficient to meet the **minimum royalty guarantee** (typically around \$5,000 annually).
  - d. Provide a **comprehensive D&B Report**.
  - e. State issued **Certificate of Good Standing** (Letter of Existence/Status)
  - f. Provide your **Tax ID Number** (TIN/EIN)
  - g. **Maintain product liability insurance** from a licensed insurance carrier with an Individual limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) Aggregate limit and;
  - h. Be in compliance with all federal, state, and local laws and, where applicable, international rules and regulations, including all applicable labor laws.
3. **Information Required for the License Application.** You will be required to submit the following information on your license agreement application:
- a. A completed trademark license application, which includes detailed information about your company and its officers, financial information, and experience, as well as a detailed business plan and other information about your proposed use of the U.S. ARMY Marks;
  - b. Meet minimum requirements stated in paragraph 2.
4. **Prohibited Content.** Your pre-qualification information should **NOT** include any confidential or proprietary creative ideas or products. Accordingly, when you send us information about your company, **do NOT include confidential or proprietary information**, such as product concepts, designs, ideas, original artwork, or other original creative materials or suggestions. This is necessary to prevent possible future misunderstandings when products developed by our own employees or licensees might seem to others to be similar to their own creative work. You acknowledge and agree that U.S. ARMY at all times has many products and projects in various stages of development, and that the results of these endeavors may be similar or identical to your own products or projects.

Unsolicited Submissions of every kind and nature, throughout the world, shall be entitled to unrestricted use of the Unsolicited Submissions for any purpose whatsoever, commercial or otherwise, without compensation of any kind to the provider of the Unsolicited Submissions.

5. **Categories of Products Not Licensed by U.S. ARMY.** We do **NOT** license U.S. ARMY Marks in the following product categories and distribution channels:

Weapons

Tobacco or Alcohol products

Products with sexual references

Products promoting extreme violence

Products which contain political activism

Products containing harsh language

Products which promote criminal activity

Products which discredit the United States or Army

Products sold outside the U.S. or Canada

6. **Submission of Information.** It is important that you follow the procedures outlined above. **Once the Trademark Application form is completed, please e-mail it and all other requested information to; [usarmy.trademark.licensing.mil@mail.mil](mailto:usarmy.trademark.licensing.mil@mail.mil)**
7. Please note that we do not accept any fax submissions; all applications must be submitted by e-mail or mail. You will receive by e-mail an acknowledgement that your license application has been received. This is not an acknowledgement that the information is being considered. If the information you submit on your company matches the criteria for the U.S. ARMY licensing program established by U.S. ARMY, you will hear from U.S. ARMY within 90 days. If you do not hear from us within 90 days, please be advised that your company has not met the criteria for the U.S. ARMY licensing program established by U.S. ARMY.
8. **Risk of E-mail Communications.** You acknowledge and agree that e-mail is inherently not a secure method of communication, that third parties may access information sent by you to the U.S. ARMY by e-mail, that U.S. ARMY makes no representations about the security of information sent by you to U.S. ARMY, and that U.S. ARMY will not be liable for any disclosure to or subsequent use by third parties of confidential or other information sent by you to U.S. ARMY.
9. **Limitations and Restrictions.** All information in the application form must be filled in as directed. You understand that a failure to comply with this requirement is grounds for disqualification. Nothing contained in these Terms and Conditions is intended to limit U.S. ARMY's sole and complete discretion to accept or reject any licensing proposal. ***Providing the information requested by U.S. ARMY in no way implies or guarantees that your company will be granted a license to any Army Marks.***