PLEDGE TO BE PREPARED POSTERS CO-BRANDING AGREEMENT

FEMA

I. NATURE AND PURPOSE OF THE AGREEMENT

The Department of Homeland Security (DHS), through the Federal Emergency Management Agency (FEMA), desires to enter into a cooperative and collaborative effort with members of the retail industry to promote national preparedness by displaying informational posters about emergency supply kits. Personal disaster preparedness is and must be a national priority. Nothing will contribute more to saving and sustaining lives than a citizenry prepared and provisioned to live in a reduced-services environment in the days immediately following a catastrophic disaster. This collaborative effort enables FEMA to more effectively disseminate its disaster preparedness message to a large number of Americans by placing emergency supply kit posters in various retail stores throughout the country. In accordance with this agreement, retail store participants shall be permitted to use and display emergency supply kit posters, with the DHS/FEMA seal, to notify the general public of the participant's involvement in the collaborative effort.

II. REQUIREMENTS FOR PARTICIPATION

In order to qualify for access to the emergency supply kit posters with the DHS/FEMA seal, [Company Name] (hereafter referred to as the "Company" or "retailer") is required to agree to the following requirements:

- The Company must have available for sale at least one item listed on the emergency supply kit posters.

- The Company must use FEMA's design and layout for the posters and shall not alter the posters in any way without the express written approval of FEMA.

- The Company must agree to pay for any costs relating to its use of the emergency supply kit posters, including production and distribution costs.

III. TERMS OF USE AND DISPLAY OF THE DHS/FEMA SEAL

Once the aforementioned criteria have been agreed to, the emergency supply kit posters, with the DHS/FEMA seal, can be used by the Company. The seal is to be used in the following manner:

- The Company agrees that the DHS/FEMA seal is the property of DHS and the U.S. Government and no transfer of rights is conveyed by virtue of this permitted use of the DHS/FEMA seal.

- The Company agrees that it will not alter the design of the DHS/FEMA seal in any way.

- The Company agrees that the DHS/FEMA seal will not be used by the retailer for any other purpose than that specified in this agreement without prior written approval by DHS/FEMA.

- The Company acknowledges that the permission to use the DHS/FEMA seal does not constitute an endorsement by FEMA, DHS, or the U.S. Government of the business or any products of the retailer.

- The Company agrees that the only version of the DHS/FEMA seal displayed in association with this collaborative effort shall be the image provided by FEMA.

- The Company acknowledges that the approval to use and display the DHS/FEMA seal is conditioned on the understanding that any association arising as a result of the Company's participation will not offend the integrity or propriety of FEMA, DHS, or the U.S. Government.

- The Company acknowledges that the approval to use and display the DHS/FEMA seal may be terminated by FEMA at any time.

IV. NO GRANT OF IMMUNITY

The Company acknowledges that FEMA, DHS or the U.S. Government will not grant immunity or protection from the law relating to possible criminal and administrative violations as a result of participation in this collaborative effort.

V. COST OF PARTICIPATION

The Company acknowledges that it will bear its own costs associated with participation in the collaborative effort, including costs associated with the production and distribution of the emergency supply kit posters.

VI. TERMS OF AGREEMENT

- This agreement shall be effective the date when the appointed representatives of both parties sign the agreement.

- This agreement may be modified upon the mutual written consent of the parties.

- This agreement may be terminated at any time by either party upon written notice to the other party.

VII. OTHER PROVISIONS

- Nothing in this agreement is intended to conflict with current law or regulation. If a term of this agreement is inconsistent with such authority, then the term is to be invalid, but the remaining terms and conditions are to remain in full force and effect.

- This agreement is an internal arrangement between FEMA and the Company and does not create or confer any right or benefit on any other person or party, private or public.

- In case of disagreement or dispute over the implementation of this agreement or the interpretation of terms of this agreement, FEMA and the Company agree to negotiate in good faith to resolve such issues.

VIII. POINTS OF CONTACT

The Points of Contact for the respective parties are:

For FEMA:	For [Company Name]:
_____	_____
Name	*Name*
_____	_____
Title	*Title*
_____	_____
Telephone Number	*Telephone Number*
_____	_____
E-mail	*E-mail*

IX. SIGNATURE

I, the undersigned, agree to abide by the above terms and conditions of use on behalf of the Company.

_____	_____
Signature	*Printed Name*