

STOP THE BLEED[®] SUBLICENSING AGREEMENT

This Agreement is between the STB, Inc d/b/a the Stop the Bleed Coalition (the “Coalition”) and you, the applicant (hereinafter referred to as the “Instructor”).

WHEREAS, the DEPARTMENT OF DEFENSE (DoD), an agency of the United States government, by and through the Defense Health Agency’s Combat Casualty Research Program, owns and controls the trademark on the words, STOP THE BLEED[®] and its distinctive logo (the “Marks”) and has established requirements and quality control guidelines for the STOP THE BLEED[®] (STB) Program; and,

WHEREAS, Instructor desires to offer and promote STB branded bleeding control courses to the public; and,

WHEREAS, the Coalition’s contract with DoD authorizes the Coalition to create slides, videos and other related educational materials in support of DoD’s STB training and outreach efforts; and,

WHEREAS, the Coalition is further authorized by DoD to sublicense the use of the Marks and training materials to trainers that meet the qualification standards set by DoD and the Coalition and agree to be bound by the terms of this Agreement.

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

1. **PURPOSE AND BENEFITS OF LICENSE:** The Coalition, under its contract with DoD, is authorized to provide training and marketing materials to qualified individuals desiring to provide DoD approved bleeding control training to the public. By agreeing to this sublicensing agreement, the Instructor, will be given access to the Coalition’s secure portal of STB training and promotional materials and be granted the right to offer and promote STB branded bleeding control classes.

2. **GRANT OF SUBLICENSE:** Subject to the terms of this Agreement, the Coalition grants the Instructor a limited, non-exclusive, non-transferrable and non-sublicensable license to use the Marks and the Coalition STB Course Materials for the sole purpose of providing STB training classes

3. RESTRICTIONS AND LIMITATIONS ON LICENSE

3.1 The Instructor recognizes that the Coalition’s STB Course is the copyrighted property of the Coalition, and that Coalition will retain exclusive ownership of all audio and visual training aids, and all other program-related materials provided to Instructor under this license. Instructor will not make any revisions or changes to the Coalition’s STB Course without the Coalition’s prior written consent and understands that the training materials may not be used by or transferred to any other individual or organization without the written consent of the Coalition.

3.2 The Instructor acknowledges that STOP THE BLEED[®] is a registered trademark of DoD and agrees that it will do nothing inconsistent with such ownership, that its use of the Marks shall inure to the benefit of and be on behalf of DoD and agrees that it will not attack the title of DoD to the Marks or this license. Instructor agrees that the Marks will be reproduced in a manner that is substantially identical to the appearance of the Marks in the DoD STOP THE BLEED[®] Style Guide. For a current downloadable copy of the Style Guide [CLICK HERE](#).

3.3 The DoD Marks are registered trademarks in the United States and many foreign countries. However, there may be some countries where third parties may claim rights to the slogan, Stop the Bleed, that are superior to those owned by DoD. If the Marks are to be used outside of the United States, the Instructor is solely responsible for ensuring that such use does not violate any third-party rights. The Instructor warrants and represents that the Instructor 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 trademarks, trade secrets, or other proprietary rights.

3.4 The Instructor agrees not to apply for, secure or own any domain names or Uniform Resource Locators (URL) that contains the words Stop the Bleed, Stop the Bleeding or any variation thereof without the Coalition's prior written consent. The Instructor further agrees that any such URL that is authorized pursuant to this paragraph shall be assigned to DoD upon the termination of this Agreement.

3.5 This sublicense and the rights granted under it are solely for the benefit of the Instructor. The Instructor may not share any of the Coalition's training materials with any other individual, group or organization unless approved by the Coalition in writing. Other qualified trainers working with the Instructor that desire to provide STB branded bleeding control training should apply to the Coalition for their own free license.

4. EDUCATIONAL AND OUTREACH PROGRAMS:

4.1 The Instructor will ensure that STB training is taught in compliance with the Coalition's established standards.

4.2 Instructions on how to access the Coalition's secure portal will be emailed to the Instructor once its application is approved and the Instructor has agreed to be bound by the terms of this Agreement.

4.3 The Instructor can utilize the Coalition's Narrated Course in lieu of the classroom portion of the presentation. The skills/hands-on portion of the training must be taught in person and must include teaching: (a) how to apply direct pressure; (b) how to pack a wound on the arms or legs and (c) how to determine when a tourniquet is needed and how to apply it. Tourniquets authorized for use in teaching the Coalition's STB Course are the SAM XT, the SOFT-T (wide) or the Combat Application Tourniquet (C-A-T). Both training components (classroom and skills) are required for course completion and to issue the course completion certificate. DoD approved certificates can be seen in the STB Style Guide and downloadable certificates are available at the Coalition's secure portal.

4.4 The Instructor may charge a nominal student fee for the course. However, all such fees collected must be used exclusively for providing STB training in support of the STB Program and shall not be used for the financial gain of the Instructor. The Instructor must request permission from the Coalition before collecting any fee. The request must include the cost associated with the course, an itemization of charges, and an explanation of how fees will be utilized for future training and support of the Instructor's STB Program. Requests to charge a fee should be sent to community@stopthebleedcoalition.org.

4.5 Instructors may request the Coalition to promote the Instructor's classes on the Coalition's website by notifying the Coalition at community@stopthebleedcoalition.org. The request should include the date of the class, its location, a point of contact and all other relevant information necessary to enable the public to sign up for and attend the class. The Instructor understands that it is not always possible for the Coalition to honor such requests in a timely manner. Further, it is the responsibility of the Instructor to check the Coalition's website to ensure that all information posted about the class is accurate.

5. PROMOTIONAL MATERIALS:

5.1 Any new marketing material, i.e., pamphlets, posters, or advertisements proposed by the Instructor or changes to the Coalition marketing materials must be approved in writing by Coalition before use and/or publication to ensure the Marks are appropriately used and conform with the guidelines set forth in the DoD STB Style Guide. Requests should be sent to community@stopthebleedcoalition.org

5.2 The Coalition reserves the right to require changes to any use of Marks on websites and/or social media platforms that do not comply with the style guide and/or this Agreement. In no case can the Marks be used in a manner that would indicate an endorsement by DoD or the Coalition of Instructor's programs or activities.

5.3 T-shirts and other support materials can be purchased at the STOP THE BLEED[®] Shop at <https://shopstopthebleed.com/>.

6. REPORTING:

6.1 The Instructor will report all STB training through the STB instructor portal within 30 days following the end of each calendar quarter. This information is required by DoD as part of its efforts to document the progress of the STB Program. The report form should only take about five minutes to complete.

6.2 The Instructor is requested to provide the Coalition with pictures of the Instructor's training activities and media events. These pictures will be used in DoD STB Newsletters and other publications and promotional activities. Pictures should be sent to community@stopthebleedcoalition.org. By sending pictures to the Coalition, Instructor is representing that the Instructor has the right to authorize the Coalition and DoD to reproduce the pictures and that publication of the pictures do not violate anyone's publicity or privacy rights.

7. POINT OF CONTACTS: The Instructor's contact information is listed in the Instructor's application. Instructor shall notify the Coalition of any changes to the contact information. The Coalition's point of contact is shown below:

The Stop the Bleed Coalition
Attention: Licensing Coordinator
STOP THE BLEED[®] Program.
Email: community@stopthebleedcoalition.org

8. NOTICES: Notices shall be sent to the points of contact listed in paragraph 7. Notice can be sent by any reasonable method, however, the burden of proving receipt of notice shall be on the sender.

9. NEWSLETTER AND PROGRAM INFORMATION: During the Term of this Agreement the Coalition and DoD will send the Instructor STB Newsletters, bulletins and emails that provide important information about the activities of the STB Program. If the Instructor desires others to also be on the mailing list, the Instructor should notify the Coalition at community@stopthebleedcoalition.org.

10. TERM OF LICENSE:

10.1 Except as provided below, this Agreement shall commence on the date the Coalition approves the Instructor's application and shall end three years from the date the Instructor's application was submitted to the Coalition.

10.2 Either party may terminate the agreement at any time upon 30 days' written notice to the other party.

10.3 The Coalition will send an email notice to the Instructor prior to the end of this license and provide instructions on how to apply for a new license that will continue to grant the Instructor access to the Coalition's secure portal and other rights granted under this Agreement. This email will be sent to the Instructor's email address as shown in the application unless the Coalition has been notified of a change in the Instructor's email address.

10.4 If a new license has not been issued to the Instructor prior to the termination of this Agreement, the Instructor will lose access to the Coalition's secure portal and the Instructor's right to continue teaching STOP THE BLEED® bleeding control classes and to use the Coalition's training materials will end on the termination date.

11. CONFIDENTIALITY: Each Party shall keep the Confidential Business Information of the other party confidential. For the purposes of this clause, Instructor's Confidential Information shall be limited to information that the Instructor specifically labels as being Confidential Business Information. The Instructor understands that all information it provides will be shared with DoD as part of DoD's monitoring of the STB Program.

12. APPLICABLE LAW: This Agreement will be governed by, construed, and interpreted in accordance with the laws 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, when possible, be brought in the United States District Court for the Eastern District of Virginia.

The Instructor has indicated his/her agreement to the terms and conditions set forth in this Agreement by submitting his/her application to become STOP THE BLEED® instructor under the Coalition's sublicensing agreement.