

# MEMORANDUM OF UNDERSTANDING



**1. PARTIES.** The U.S. Department of Homeland Security (“DHS”), located at 2707 Martin Luther King Jr Ave S.E., Washington, D.C., the U.S. Department of Transportation (“DOT”), located at 1200 New Jersey Avenue, S.E., Washington, D.C. (collectively known as the “Government”), and National Air Carrier Association (NACA) (“Association”), located at 1735 North Lynn Street, Arlington VA 22209 enter into this Memorandum of Understanding (“MOU”) on this 1<sup>st</sup> day of December , 2019.

**2. AUTHORITY.** This MOU is authorized under the provisions of 22 U.S.C. § 7103, the Interagency Task Force to Monitor and Combat Trafficking, and Section 2113 of the FAA Extension, Safety, and Security Act of 2016, Pub. L. No. 114-190, 130 Stat. 615.

### **3. DEFINITIONS.**

**3.1** “Association Visual Identities” means the trademarks, logos, names, or other images owned or controlled by the Association used in association with this Agreement.

**3.2** “Government Visual Identities” means the DHS and the DOT names, seals, or insignia, the Blue Campaign Logos, and the Blue Lightning Initiative (hereinafter “BLI”) Logos.

**3.3** “Materials” means the DHS and DOT seals, the Blue Campaign Logos, and the BLI Logos as used and displayed on and in with the training module, pocket guide, and any other items provided by the Government in conjunction with this MOU.

### **4. PURPOSE.**

**4.1** DHS engages in public outreach efforts to combat human trafficking by raising general awareness of the issue and encouraging the public to report suspected instances of human trafficking. DHS enters into this MOU with Association and the DOT to promote the BLI, an element of the DHS Blue Campaign led by the DOT and DHS to coordinate and enhance the Departments’ anti-human trafficking efforts. The BLI focuses on prevention, protection, prosecution, and partnership efforts within the commercial aviation industry associated with combating human trafficking. To protect victims of human trafficking and encourage their cooperation with law enforcement agencies, DHS offers a number of materials informing potential victims of the availability of immigration relief or other forms of victim assistance. In addition, DHS furthers

effective prevention, investigative, and prosecutorial activities by training thousands of Federal, state, local, and international law enforcement officials annually to recognize the indicators of human trafficking and to conduct successful human trafficking investigations. Finally, DHS routinely works with international, Federal, state, and local government entities, nongovernmental organizations, and the private sector to help promote the goals of the Blue Campaign.

**4.2** The DOT is taking action across all modes of transportation and with partners throughout the Federal government to stop the flow of human trafficking, and is helping transportation industry sectors to recognize the signs of human trafficking and report suspicious activity. Under Section 2113 of the FAA Extension, Safety, and Security Act of 2016, each air carrier is required to provide flight attendants with initial and annual training regarding recognizing and responding to potential human trafficking victims. The DOT enters into this MOU with DHS and Association to combat human trafficking under the authority of the FAA Extension, Safety, and Security Act of 2016 and the auspices of the Blue Campaign. This MOU solidifies the partnership between the DOT and DHS to counter human trafficking. The DOT realizes that all modes of transportation stand at an intersecting point with human trafficking and thus, with proper awareness and training, employees in the transportation industry can be key assets in identifying and reporting suspicious behavior. This crucial partnership with Association, a key stakeholder in our nation's transportation industry, will further discourage human trafficking activity. The DOT stands with DHS and Association to counter human trafficking through employee training and awareness; this will help pave the way for our nation's transportation system to be free from the scourge of human trafficking.

**4.3** Association supports the anti-human trafficking goals of the BLI, and will participate as set forth in this MOU in efforts designed to eradicate human trafficking. DHS, the DOT, and Association believe that this MOU will support their common desire of eliminating human trafficking.

## **5. GRANT OF LICENSES.**

### **5.1 GOVERNMENT**

- A.** The Blue Campaign Logos, the BLI Logos, and the DHS Seal are DHS-owned intellectual property used in connection with the Department's efforts against human trafficking. Written permission is required to use the Blue Campaign Logo and DHS Seal. The DHS Seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws. The use of the DHS Seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 123-06. The Blue Campaign is a registered trademark of the Department of Homeland Security (RN# 4575338 and RN# 4575337).
- B.** The DOT Seal is DOT-owned intellectual property and written permission is required for the use of the DOT Seal. The DOT Seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws. The use of the DOT Seal is controlled by DOT Order 1000.14A (Official Seal and Signatures of the Department of Transportation).
- C.** DHS and the DOT hereby confer to Association a nonexclusive, nontransferable, royalty-free use of the Government Visual Identities, including the right to copy, display, and distribute, for the sole and exclusive purpose of including the Government Visual Identities on Materials that are authorized by DHS or the DOT as part of the partnership and in support of the Blue Lightning Initiative.

## **5.2 ASSOCIATION**

- A.** Association is the owner of the trademarks, names, and logos (collectively known as the “Association Visual Identities”) associated with its services.
- B.** Association hereby grants to DHS and the DOT a nonexclusive, nontransferable, royalty-free use of the Association Logo for the sole and exclusive purpose of publicizing Association’s involvement in the BLI and partnership.

## **6. ROLES AND RESPONSIBILITIES OF THE PARTIES.**

### **6.1 GOVERNMENT ROLES AND RESPONSIBILITIES**

#### **A. CONDITIONS FOR EXPERT AND TECHNICAL SUPPORT**

- i. The Government will provide the BLI training materials to the Association.
- ii. The Government will respond in a timely manner to any questions or concerns from the Association.
- iii. The Government will provide instruction and assistance as needed.
- iv. The Government will be reasonably expedient in assisting the Association.

#### **B. CONDITIONS FOR USING THE ASSOCIATION LOGO**

- i. The Government will honor any request from Association to stop publicizing Association’s involvement in the BLI.
- ii. The Government will only use the Association Visual Identities as expressly permitted in this MOU unless specifically authorized in writing by Association. The depiction of the Association Logo will be as provided by Association. No alteration or modification of the Association Logo, including but not limited to, color, shape, and any textual elements is permitted.
- iii. The Government is not authorized by Association to license or transfer use of the Association Visual Identities to any other agency or organization.

### **6.2 ASSOCIATION ROLES AND RESPONSIBILITIES.**

#### **A. CONDITIONS FOR USING THE GOVERNMENT-PROVIDED MATERIALS**

- i. Association agrees to train transportation employees with the Government-provided BLI training Materials.
- ii. Association agrees to use Government Materials “as provided,” and will not make any substantive changes to the content in the Materials, including changing any of the photos present in the Materials. Association may add some additional content before or after the Materials, such as information pertaining to Association’s reporting procedures for suspected cases of human trafficking, and may also make changes to

the Materials for the specific purposes of meeting the formatting requirements of Association's learning management systems. Association will seek the Government's permission prior to making any additional modifications to the Materials.

- iii. The Association agrees to make available BLI training Materials at least one event per year at its sponsored seminars, events, or meetings ("events"); with no limitation as to when, where or how many occasions the Materials are used.
- iv. The Association agrees to report to the Government quarterly, within thirty (30) days of Government request via email to [bluecampaign@hq.dhs.gov](mailto:bluecampaign@hq.dhs.gov) and [trafficking@dot.gov](mailto:trafficking@dot.gov), a summary description of all Association events where BLI training Materials were made available along with the number of people that viewed the training Materials and the organizations that viewers were affiliated with.
- v. The Association further agrees to report to the Government annually, within thirty (30) days of Government request via email to [bluecampaign@hq.dhs.gov](mailto:bluecampaign@hq.dhs.gov) and [trafficking@dot.gov](mailto:trafficking@dot.gov), the total number unique Association staff members that viewed the BLI training module through the Association website.
- vi. The Government encourages Association to advise its employees to expeditiously report information regarding human trafficking using the protocols described in the BLI training module and Materials.
- vii. Association agrees to protect the integrity of the BLI training, consistent with Sections 4 and 5 of this MOU.

## **B. CONDITIONS FOR USING THE GOVERNMENT VISUAL IDENTITIES**

- i. Association will depict the Government Visual Identities as provided by the Government. Association will not alter or modify the Government Visual Identities.
- ii. Association shall not use the Government Visual Identities other than as expressly permitted in this MOU unless specifically authorized in writing by the Government.
- iii. Association can use the Government Visual Identities following Government approval. Upon the termination of this MOU, the Government Visual Identities will be promptly removed from any website or online resource.
- iv. Association is not authorized by the Government to license or transfer use of the Government Visual Identities to any other organizations.
- v. Association agrees that it shall not seek to register with the United States Patent and Trademark Office ("USPTO") trademarks, names, or symbols that are confusingly similar to the Government Visual Identities.

## **C. CONDITIONS FOR CO-BRANDING PARTICIPATION**

- i. Co-Branding occurs when the Government Visual Identities are displayed with the Association Visual Identities.

- ii. Association will ensure the following notice appears in Materials featuring the Government Visual Identities and the Association Visual Identities: *“The United States Department of Homeland Security and the United States Department of Transportation are Federal agencies of the United States Government and are separate and distinct entities from this Association.”*
- iii. Association may not distribute the Materials to any other organization or entity and may not use the Materials for a direct commercial gain, such as soliciting funds or donations unless it occurs incidentally.
- iv. Association may not use the Government Visual Identities to imply an endorsement of the Association, its message, or its activities.
- v. Association agrees that upon termination of this MOU, it shall destroy all inventory and Materials related to this MOU containing the Government Visual Identities and Government-provided training materials in Association’s possession or control. The Government agrees that upon termination of this MOU, it shall destroy all inventory and materials depicting the Association Visual Identities. New Materials shall not be created after termination of this MOU without the prior written permission of the Government.
- vi. Association will ensure that all subsequently produced Materials being used for the partnership will feature the new or modified Materials. If the Government modifies the Materials, the new materials will be provided to the Association.
- vii. Association acknowledges that use of the Materials will not constitute an endorsement of Association or its products, services, or views, by DHS, the DOT, or the U.S. Government.

**7. COST OF PARTICIPATION.**

- A. Association acknowledges and agrees that it will bear the costs, if any, for reproduction and distribution of any Materials provided for Association’s reproduction and distribution in support of this partnership and the BLI.
- B. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Each Party to this MOU shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

**8. POINTS OF CONTACT.**

**FOR THE U.S. DEPARTMENT OF HOMELAND SECURITY:**

Name: Trent Frazier  
Executive Director, DHS Campaigns

Address: U.S. Department of Homeland Security  
2707 Martin Luther King Jr Ave S.E.

Mail Stop # 0385  
Washington, D.C. 20528-0385

Email: [trent.frazier@hq.dhs.gov](mailto:trent.frazier@hq.dhs.gov)

**FOR THE U.S. DEPARTMENT OF TRANSPORTATION:**

Name: Julie Abraham  
Director, Office of International Transportation and Trade

Address: U.S. Department of Transportation  
1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590

Email: [Julie.Abraham@dot.gov](mailto:Julie.Abraham@dot.gov)

**FOR National Air Carrier Association (NACA):**

Name: George Novak  
Title: President

Address: 1735 North Lynn Street, Arlington VA 22209

Email: [Gnovak@NACA.aero](mailto:Gnovak@NACA.aero)

**9. OTHER PROVISIONS.**

- A. Nothing in this MOU is intended to conflict with current U.S. law or regulation. If a term of this MOU 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.
- B. Nothing in this MOU shall be construed as providing Association employees with the authority to personally intervene in suspected cases of human trafficking.
- C. In case of disagreement or dispute over the implementation of this MOU or the interpretation of terms of this MOU, DHS, the DOT, and Association agree to negotiate in good faith to resolve such issues.
- D. DHS, the DOT, and Association acknowledge that nothing in this MOU shall result in any transfer of copyright, trademark, or any other applicable intellectual property rights or title from one party to the other.
- E. By signing this MOU, the signatories are confirming that they have the authority to enter into this MOU and to bind the respective parties.
- F. DHS and the DOT will continue to provide stakeholders, including Association, with a platform to provide feedback regarding BLI efforts and Materials.

**10. MODIFICATION.**

This MOU may be modified upon the mutual written consent of all parties.

**11. EFFECTIVE DATE.**

The terms of this MOU will become effective at the date the last party signs the MOU.

**12. TERMINATION.**

This MOU may be terminated by any Party at any time upon written notice.

**13. EXHIBITS.**





E.

**NACA**

**14. APPROVED BY.**

**FOR THE U.S. DEPARTMENT  
OF HOMELAND SECURITY**

Signature: Trent Frazier

Printed: Trent Frazier

Title: Executive Director,  
DHS Campaigns

Date: 12/11/2019

**FOR THE U.S. DEPARTMENT  
OF TRANSPORTATION**

Signature: Julie Abraham

Printed: Julie Abraham

Title: Director, Office of International  
Transportation and Trade

Date: 12/3/19

**FOR National Air Carrier Association (NACA)**

Signature: George Novak

Printed: George Novak

Title: President

Date: 20 November 2019