

**Forest Service Handbook  
National Headquarters - Washington Office  
Washington, DC**

**Forest Service Handbook 5109.18 – Wildfire Prevention Handbook  
Chapter 20 – Smokey Bear Program**

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**Responsible Staff:**

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**Digest:** Following is an explanation of the changes throughout the directive by section.

**5109.18:** Revises entire handbooks to better align with the recently revised FSM 5100 Zero Code, and the Forest Service mission. Provides a description developing, two levels of wildfire prevention and mitigation activities. The first level is ongoing wildfire prevention and mitigation activities; the second level is special wildfire prevention and mitigation activities to target specific problems. Expands the direction on wildfire prevention responsibilities to include positions from the Director of Fire and Aviation Management to the District Rangers.

**10:** Changes the chapter title from “Wildland Fire Prevention Planning” to “Wildfire Prevention Planning” and revises direction throughout the chapter on planning with emphasis on use of the wildfire and mitigation assessment and planning process.

**20:** Revises direction in this chapter on the Smokey Bear Program to reflect current Cooperative Forest Fire Prevention (CFFP) Program direction, and changes in the licensing and Smokey Bear Awards programs. Removes all Area references because the Area has been incorporated into Region 9.

**20.1:** Revises Smokey Bear Act, Public Law amendment number.

**22.1:** Changes caption from “Television and Radio” to “Broadcast & Vendor Fulfillment”. Adds direction for broadcasting and vendors to this section. Recodes caption and direction for “Television and Radio” to section 22.2.

**22.2:** Changes caption from “Newspapers and Magazines” to “Television and Radio, and recodes direction on Television and radio to this section. Recodes direction for “Newspapers and Magazines” to section 22.3

**22.3:** Changes caption from “Newspapers and Magazines” to “Print Media” and recodes and updates direction for “Print Media” to this section. Recodes caption and direction for “Outdoor Advertising” to section 22.4.

**22.4:** Changes caption from “Field Production of Public Service Advertisements” to “Outdoor Advertising” and recodes and updates direction for “Outdoor Advertising” to this section. Recodes caption and direction for “Field Production of Public Service Advertisements” to section 22.5.

**22.5:** Changes caption from “Smokey Bear Internet/World Wide Website” to “Field Production of Public Service Advertisements” and recodes and updates direction for “Field Production of Public Service Advertisements” to this section. Recodes and updates direction for “Smokey Bear Internet/World Wide Website” to section 22.6.

**22.6:** Establishes code and caption “Social Media Sites” and sets forth direction on Social Media sites to this section. Recodes to this section direction for “Smokey Bear Internet/World Wide Website” previously located in section 22.5.

**23.32:** Establishes code, caption, and adds direction for “The National Symbols Program Cache”.

**25.4:** Establishes code, caption, and direction for “Security and Disposal of Smokey Bear Costume”.

**30:** Changes the chapter title from “Wildland Fire Prevention and Wildland Fire Education” to “Wildfire Prevention and Wildfire Education” and expands direction in this chapter to describe how different communications programs are developed and conducted.

**40:** Changes the chapter title from “Wildland Fire Prevention Engineering” to “Wildfire Prevention Engineering” and revises direction to emphasize identification of prevention engineering needs and to list sources of assistance for technology development and applications.

**50:** Changes the chapter title from “Wildland Fire Prevention Enforcement and Fire Investigation” to “Wildfire Prevention Enforcement and Fire Investigation” and revises direction to include expanded descriptions of investigations, restrictions, and closure procedures.

**60:** Changes the chapter title from “Coordinated Wildland Fire Prevention” to “Coordinated Wildfire Prevention” and revises direction to expand upon the interagency relationship of the National Wildfire Coordinating Group (NWCG), partnerships, and wildland fire prevention cooperatives in delivering effective programs.

**70:** Changes the chapter title from “Wildland Fire Prevention and Fire Education Teams” to “Fire Prevention Education Teams” and revises chapter in its entirety to align with the recently revised FSM 5100 Zero Code and the Forest Service mission. Revises the chapter to introduce the concept of Fire Prevention Education Teams (FPETs). Adds new sections on team mobilization and organization. Describes the relationship between severity and the use of FPETs.

**71.1:** Changes caption from “Mobilization” to “Fire Prevention Education Team (FPET) Training” and adds direction for FPET training. Removes direction on “Mobilization” and revises and recodes direction to section 72.2.

**72.2:** Removes obsolete direction on mobilization and adds to this section direction previously set out in section 71.1.

**80:** Changes the chapter title from “Wildland Fire Prevention and Communications Training” to “Wildfire Prevention, Mitigation, and Communications Training” and updates direction to list essential prevention courses and related skills needed in the delivery of wildfire prevention programs and projects. Removes all Area references because the Area has been incorporated into Region 9.

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## **20.1 - Authority**

The Cooperative Forest Fire Prevention (CFFP) Program is authorized under the Smokey Bear Act of May 23, 1952 (Pub. L. 82-359, Ch. 327, 66 Stat. 92; 18 U.S.C. 711; 16 U.S.C. 580p-2), as amended by Pub. L. 93-318. Implementing regulations are issued at Title 36, Code of Federal Regulations, part 271 (36 CFR part 271). The CFFP provides public education and reinforcement of the key CFFP message of the need to prevent unwanted human-caused wildfires using Smokey Bear as the primary image.

## **20.2 - Objectives**

The objectives of the CFFP Program are to:

1. Create and maintain a public awareness through the image of Smokey Bear about the need to prevent unplanned, careless, or unwanted human-caused wildfires.
2. To ensure understanding and proper use of the Smokey Bear program and messages.

## **20.3 - Policy**

The USDA's Forest Service must manage the CFFP Program, commonly known as the Smokey Bear Program, in cooperation with The Advertising Council, Inc. (Ad Council) and the National Association of State Foresters (NASF). The CFFP Program must convey wildfire prevention messages through a variety of educational techniques, using Smokey Bear as the primary image. Provide public education and reinforcement of the key CFFP message of the need to prevent unwanted human-caused wildfires.

## **20.4 - Responsibility**

### **20.41 - Director of Fire and Aviation Management, Washington Office**

The Director of Fire and Aviation Management, Washington Office, has the responsibility to administer the CFFP Program to be responsive to the wildfire prevention needs of the National Forest System, State forestry organizations, local governments, and private fire management organizations.

### **20.42 - Regional Foresters**

The Regional Foresters have the responsibility to designate the Regional Coordinator for the CFFP activities within the Region.

### **20.43 - Regional Directors, Fire and Aviation Management**

The Regional Directors of Fire and Aviation Management have primary responsibility for the administration of the Region's CFFP Program.

## **20.44 - Forest Supervisors**

The Forest Supervisor has the responsibility to assign primary responsibility for administration of the Forest level CFFP Program to a staff member on the Forest's Fire and Aviation Management Staff.

## **20.6 - Role of the Advertising Council and Campaign Advertising Agency**

### **20.61 - The Advertising Council, Inc.**

The Advertising Council, Inc. (Ad Council) is a nonprofit organization of American business, advertising, and communications industries, which contributes skills and resources to the promotion of voluntary citizen action to solve National problems.

The Ad Council cooperates with the Forest Service and the National Association of State Foresters (NASF) to facilitate the CFFP Program's Smokey Bear campaigns, as authorized under the Smokey Bear Act (sec. 20.1). The campaigns include National public service advertisements for use in media (radio, television, social, out of home, and print) and development of educational wildfire prevention materials.

### **20.62 - Campaign Director**

The Ad Council, in cooperation with the Association of National Advertisers and the American Association of Advertising Agencies, designates a National Campaign Director and an advertising agency to work with the CFFP Program cooperators to develop advertisements and campaign materials.

### **20.63 - Campaign Advertising Agency**

The designated advertising agency works with the CFFP cooperators, the Forest Service, The Ad Council, and NASF to produce the artwork, advertising copy, scripts, and audio and video public service advertisements for the Smokey Bear campaigns. The designated advertising agency also occasionally creates and produces teaching materials that are available through the [www.smokeybear.com](http://www.smokeybear.com) website for the CFFP Program.

## **20.7 - References**

For additional sources of wildfire prevention information, see chapter 10, section 10.6 of this handbook. For sources of information on wildfire prevention technology see chapter 40, section 41 of this handbook

1. The Condensed Guide to Smokey, A Style Manual. (See sec. 23.6). This publication (order number NFES# 92062) is available on the internet at [http://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb5107994.pdf](http://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5107994.pdf).

2. The Fire Prevention High Resolution Graphics. (See sec. 23.6). These may be requested from the National Agricultural Library.
3. Junior Forest Ranger Books. See section 23.5.
4. Smokey Bear Website. (See sec. 22.5). The Ad Council, with direction from the NASF and the Forest Service, maintains the official Smokey Bear website at: <http://www.smokeybear.com/>.

## 21 - Program Components

There are six major components to the CFFP Program:

1. Public Service Advertising. The production and distribution of advertisements for use in donated media time and space on commercial radio, television, out of home, and print media.
2. Social Media. Use of existing and emerging mobile platforms such as apps.
3. Educational Activities. The development and presentation of educational wildfire prevention programs, National cache materials, and the Junior Forest Ranger program. Activities and materials are developed to target a variety of age groups to reinforce the key message of the need to prevent unwanted, human-caused wildfires.
4. Commercial Licensing. The use of the Smokey Bear image on commercial products and materials to further promote the wildfire prevention message, track unauthorized uses and distribute a library of approved images, in accordance with the enabling legislation.
5. Image and Appearance. The protection and perpetuation of the established image and use of the Smokey Bear character, including trademark, artwork, slogan, and costume, for the sole purpose of promoting wildfire prevention.
6. Awards and Recognition. Awards criteria, presentation, and availability for National, State, and local level programs (for example, Smokey Bear Awards, Certificates, and Plaques, (see sec. 26)).

## 22 - Public Service Advertising

### 22.02 - Objective

To achieve effective public service advertising about wildfire prevention messages via the media, without cost to the agency for installation, air time, printed space, or other charges normally associated with advertising.



## **22.03 - Policy**

Coordinate a combined effort by the Forest Service and State forestry organizations to make maximum use of public service media opportunities for educating the public about the need to prevent unwanted, human-caused wildfires. Use a campaign of public service advertisements professionally designed and produced through The Ad Council and the designated advertising agency.

### **22.1 - Broadcast & Vendor Fulfillment**

The Ad Council's fulfillment center will register and fulfill orders from television and radio stations for public service announcements (PSA) elements. Requests from the media are received via the Ad Council website [www.PSACentral.org](http://www.PSACentral.org). Print publishers and outdoor vendors interested in running PSAs order materials via the Ad Council website. When orders are received, the Ad Council's fulfillment vendor ships the requested materials from inventory to the media outlet.

### **22.2 - Television and Radio**

The Ad Council digitally distributes television and radio PSAs to partners nationally via email, which encourage media outlets to download the PSAs from the Ad Council proprietary platform, PSA Central. Multiple PSAs may be distributed in each category. Radio hard kit packages are also produced on a limited basis for outlets who still use that technology; these include a live announcer script and recorded copy of the radio PSAs. Both include a brief summary of the focus of the campaign and some relevant statistical information. The Ad Council PSAs are distributed to more than 40,000 media outlets across the country, including broadcast and cable networks, local TV and cable outlets, radio stations, as well as print, out of home and web hosting. The PSAs are produced in English and sometimes in Spanish and other languages. Personal contact should be made with television and radio station program managers in local areas of influence to advise them of local fire issues and situations and to encourage them to use the public service advertising. All PSA materials are available for free and can be download from PSA Central at [www.psacentral.org](http://www.psacentral.org).

### **22.3 - Print Media**

The Ad Council digitally distributes PSAs for the print media. Dailies and weeklies, specialty, consumer, and children's magazines across the country receive a compilation email of campaign newspaper and magazine assets. This email includes campaign information and relevant statistics, show thumbnail images of current print materials available, and drive recipients to visit PSA Central to download all print materials for free. Following distribution of the newspaper and magazine ads, visits should be scheduled with local editors to encourage the use of the materials and provide advice on the local fire issues and situations. Distributions occur throughout the year. During personal visits to local media offices, distribute appropriate CFFP campaign materials.

## 22.4 - Outdoor Advertising

The campaign includes several sizes of posters and billboards for use in public display areas, such as buses and trains, transit stations, airports, and outdoor advertising. Direct requests and inquiries for outdoor wildfire prevention advertising to The Advertising Council, Inc. The Ad Council handles National distribution of out of home (OOH) PSA materials to top Designated Market Areas (DMAs) around the country. Outdoor materials are printed on-demand and need to be within the Ad Council's agreement budget to print. Costs are based on the quantity and size of the units that are produced.

Before negotiations for use of these materials are completed, ensure that prospective advertisers are aware that installation of these materials must be done without charge to the Forest Service or State forestry agencies.

## 22.5 - Field Production of Public Service Advertisements

Individual Forest Service units, in cooperation with State forestry organizations, may produce PSAs for local television and radio stations to supplement the National campaign.

Ensure that locally produced PSAs:

1. Deal exclusively with wildfire prevention.
2. Reinforce the dignified and friendly image of Smokey Bear.
3. Portray Smokey Bear as a symbol for wildfire prevention only.
4. Avoid the use of all other advertising symbols unless the Director, Fire and Aviation Management, Washington Office, has provided specific written approval.

## 22.6 - Social Media Sites

The Ad Council, with direction from the National Association of State Foresters and the Forest Service, maintains several official social media sites.

Field units should promote the use of the official website and include the address, wherever it is appropriate, on in-house wildfire prevention pamphlets, posters, or similar items. If Field units "link" to The Ad Council's website from a Forest Service website, it must be made clear to the public that they are leaving a Forest Service controlled website and entering an official "cooperator's" website.

1. Official website: <http://www.smokeybear.com/>.
2. Facebook: <http://www.facebook.com/smokeybear/>.
3. Twitter: [https://twitter.com/smokey\\_bear/](https://twitter.com/smokey_bear/).

4. YouTube: <http://www.youtube.com/user/Smokeybear>.
5. Instagram: <https://instagram.com/smokeybear/>.
6. Flickr: <https://www.flickr.com/people/smokey-bear/>.

The official site for finding or becoming an official licensee of commercial Smokey Bear is on the USDA Forest Service website.

## **23 - Smokey Bear Program Educational Activities**

### **23.02 - Objective**

See section 20.2.

### **23.03 - Policy**

See section 20.3.

### **23.1 - Smokey Bear Activities**

In coordination with State and local forestry and fire protection agencies, present and execute educational activities aimed at local elementary school age children. Target areas with fire occurrence problems related to juveniles. Introduce children to Smokey Bear and the wildfire prevention message.

#### **23.11 - School Programs**

Coordinate school and youth programs with other local agencies and groups to avoid duplicating efforts. Use a systematic approach to reach as many school classrooms as possible within the local area.

Programs can be designed locally or adapted from other programs and curricula. Regional CFFP coordinators should be able to provide help when designing programs. A typical program should include messages about Smokey's rules, discussion about the effects of fires on the wildlands and their inhabitants, demonstrations of how and why wildfires are prevented, and a visit from a costumed Smokey Bear or a trip to a local National Forest or wildland area. Change the program to maintain interest and teach each grade level appropriately, considering the needs and developmental level of each age group.

To evaluate programs to determine their cost-effectiveness and impact, a test or quiz may be used along with asking for feedback from teachers, school administrators, parents, and others. Monitor wildfire occurrence statistics for any short- or long-term changes associated with children-caused fires in targeted areas.

### **23.2 - Special Activities and Events**

Certain wildfire prevention problems or issues may respond to a highly focused educational effort targeting a specific audience. Smokey Bear may be used to highlight a specific aspect of wildfire prevention or for a special activity such as a safety fair.

Special activities should be designed to meet an identified wildfire prevention need and may include the development of a custom educational product. Special activities should be discontinued once it is determined the specific wildfire prevention need has been satisfied.

Ensure special wildfire prevention activities do not detract from the established image of Smokey Bear and do not conflict with the National Smokey Bear program focus. See also Smokey Bear Guidelines on <http://www.smokeybear.com/>.

### **23.3 - Campaign Materials**

As part of the Cooperative Forest Fire Prevention Program (CFFP), The Ad Council, through the campaign advertising agency, may create cost-effective professional posters and other educational materials for the wildfire prevention campaign theme.

#### **23.31 - Materials Distribution**

1. Distribute materials in such a manner that the targeted audience receives a wildfire prevention message.
2. Distribute materials to the public without cost; the materials cannot be resold by anyone. Failure to adhere to this policy would jeopardize the public service status of the CFFP Program.

#### **23.32 - The National Symbols Program Cache**

The USDA's Forest Service operates the National Symbols Program Cache in Grand Rapids, Minnesota, which provides a variety of wildfire prevention and Smokey Bear educational and awareness products. These products are predominately sold by the cache at cost, however any profits are used to create additional educational materials. These products can be ordered by anyone, through the on-line catalog at the cache website at [www.symbols.gov](http://www.symbols.gov). Phone orders are not taken. These products may not be resold.

### **23.4 - National Association of State Foresters Store**

The National Association of State Foresters (NASF) store maintains several Smokey Bear educational materials. Any Federal agency may order their products for use in wildfire prevention programs. As with CFFP items (Symbols Cache items), they may not be resold. For more information, please visit: [www.stateforesters.org/store](http://www.stateforesters.org/store).

### **23.5 - Junior Forest Ranger Program**

The Junior Forest Ranger (JFR) program is designed to teach a wildfire prevention ethic to children by giving them a sense of responsibility for the wildlands. The JFR booklet can be ordered by:

1. Sending an email to [symbols@fs.fed.us](mailto:symbols@fs.fed.us).
2. Downloading it at <http://na.fs.fed.us/ceredirect/jfr/booklet.shtml>.
3. Completing the request for books at <http://na.fs.fed.us/ceredirect/jfr/requestbooklet.shtml>.

The JFR booklets are distributed free to teachers and parents who homeschool. Upon completion of the activities in the book, fulfillment items are sent to the individual at no cost. Requests for membership as a “Junior Ranger” must be received from the individual child who has completed the program’s activity book.

Requests are filled from all U.S. States and Canada.

### **23.6 - Field Production of Wildfire Prevention Materials**

Forest Service Field units, in coordination with State forestry agencies or other cooperators, may design, produce, and distribute their own local wildfire prevention materials using the Smokey Bear image, if the materials meet a specific wildfire prevention objective not met through the symbols cache, the NASF store, or commercial licensing sources.

1. The image of Smokey Bear is intended solely for the purpose of encouraging wildfire prevention and must not be demeaned or degraded (sec. 24). All Smokey Bear items must incorporate a wildfire prevention message and must be given away at no charge. A commercial license from the CFFP Program is required if any locally developed products are to be sold (sec. 24).
2. The production of materials may not abuse the image of Smokey Bear. Smokey Bear images should not be used in situations where wildfire prevention is not the primary message, nor for such things as:
  - a. T-shirt and jacket art for fire crews, employee associations, Ranger Districts, and special events such as fishing rodeos and fun runs.

- b. Employee association newsletters when a wildfire prevention message is not present.
  - c. Logos, letterhead, FAX cover sheets, book/folders, conference notices, computer-generated graphics, and local activity use.
- 3. The high standards and uniformity of the Smokey Bear image, which apply to the National campaign materials, must be met in any field-produced wildfire prevention product by following these guidelines:
  - a. Involve Regional CFFP coordinators at the earliest stages of development.
  - b. Use approved artwork as outlined in The Condensed Guide to Smokey, A Style Manual (NFES #92062), (out of print but available online) (sec. 20.7). Artistic details are found in section 24.6 (2).
  - c. Ensure the item does not conflict with, or detract from, the National wildfire prevention effort.
  - d. Ensure all Field-produced items carry the following credit line: "A public service message in wildfire prevention brought to you by the USDA's Forest Service, your State Forester (or specific State Forester), and supported by \_\_\_\_\_ (if a third party contributed to the production of the item). Reproduction or resale is prohibited under 16 U.S.C. 580."
- 4. Artwork may be reproduced without special approval when it is an already existing, approved graphic. Reproduction of any other art work must be approved by the Director, Fire and Aviation Management Staff, Washington Office.
- 5. New Smokey Bear artwork commissioned for field wildfire prevention items must be approved by the Director, Fire and Aviation Management Staff, Washington Office. Prior to final production, ensure that one of the following occurs:
  - a. If the artist is an independent contractor, obtain a signed and notarized "Assignment and Waiver" (sec. 27, ex. 01).
  - b. If the artwork is produced by an artist employed by a company, obtain the completed "Assignment of Work Made for Hire," including the "Certification of Employee/Artist" (sec. 27, ex. 02 and 03).
  - c. The Fire and Aviation Management Staff Director, Washington Office, maintains copies of these executed documents until such time as the rights on the particular artwork expire.

## **24 - Commercial Licensing of Smokey Bear Name and Artwork**

### **24.02 - Objectives**

The objectives of the Smokey Bear licensing program are:

1. To provide effective, professional, Smokey Bear products to communicate the wildfire prevention message.
2. To ensure all licensed products maintain the standards of high quality and good taste.
3. To generate funds to be spent furthering wildfire prevention projects nationwide.

### **24.03 - Policy**

The Forest Service must convey wildfire prevention messages through commercial licensing of the Smokey Bear name and artwork.

### **24.04 - Responsibility**

The Director, Fire and Aviation Management Staff, Washington Office, is responsible for managing the Smokey Bear licensing program and for taking legal action against licensing violators (sec. 24.1). This responsibility may not be delegated to Field unit managers.

### **24.1 - Protection and Use of Smokey Bear Image**

By illustrations or words, the Smokey Bear image must not be used to endorse any product or service other than wildfire prevention and must always be used in conjunction with an approved wildfire prevention message. No product(s) bearing the image of Smokey Bear may be produced or sold without an approved license. The use of Smokey Bear as a proprietary brand name is prohibited.

Report suspected unauthorized use of the Smokey Bear image directly to the Regional CFFP coordinator or to the Wildfire Prevention Program Manager, Fire and Aviation Management, Washington Office. Unauthorized commercial use is punishable under 16 U.S.C. 580 (p-4) and 18 U.S.C. 711. Legal action against licensing violators may be taken by the Director of Fire and Aviation Management, Washington Office (sec. 24.04).

Ensure that all approved licensees prominently display the official logo of the Smokey Bear licensing program on product packages, packaging, and advertising.

### **24.2 - Licensing Guidelines**

The Smokey Bear Act (PL 82-359, Ch.327, 18 U.S.C. 711; 16 U.S.C. 580 (p-2) and regulations of the Secretary of Agriculture (36 CFR 270) provide for the commercial use of the image and name of Smokey Bear (sec. 20.1). The USDA's Forest Service maintains a contract with a

commercial licensing agent. All proposals for licenses are forwarded through the National Director of Fire and Aviation Management for recommended changes, refusal, or final approval. The approval process for proposals may also be delegated.

### **24.3 - Licensing Process**

Licensing is authorized by law (sec. 20.1). Licensing guidelines are in section 24.2. Persons interested in submitting a License Proposal should contact the Forest Service Wildfire Prevention Program Manager at the National office in Washington, D.C., or the licensing contractor for the appropriate forms and rules. Licensing information may also be found on the USDA Forest Service website. Licensing is required for any use that generates any revenue as a result of the image and likeness of Smokey Bear. Licensing may be for a term of years or for a one-time use, depending on the product and use of the Smokey Bear image.

### **24.4 - Licensing Fees**

The Smokey Bear Act (sec. 20.1) permits the Forest Service to collect fees and royalties from licensees to be used exclusively to support the CFFP Program's National wildfire prevention activities.

Licensees are required under the terms of the license to maintain accounting records, in conformance with generally accepted accounting principles, to ensure that all sales, advertising, and promotion expenses are readily identified. Records of production, inventory, and sales of the product(s) must also be maintained.

The Forest Service performs audits during the term of the license. The U.S. Department of Agriculture or the General Accounting Office have the right to examine and audit, and must be provided access to all books, documents, papers, and financial records related to the license until three years after final payment under a license.

### **24.5 - Official Smokey Bear Logo**

Approved licensees are required to use the official Smokey Bear licensing program logo and display it prominently on all licensed products. No one other than approved licensees may use this logo.

### **24.6 - Artwork**

Prior to use, all artwork and advertising depicting the image of Smokey Bear must be approved by the Director of Fire and Aviation Management, Washington Office, and must meet the approved standards contained in The Condensed Guide to Smokey, A Style Manual (sec. 20.7).

The Smokey Bear image must not be depicted as endorsing any interest, activity, or product other than wildfire prevention (sec. 24.1), whether explicit or implied. In addition, messages portrayed with the Smokey Bear image must always address wildfire prevention.



1. Examples of acceptable messages that may be used with the Smokey Bear image are:
  - a. Remember, ONLY YOU Can Prevent Wildfires!
  - b. Prevent Wildfires.
  - c. Break Your Matches.
  - d. Drown Your Campfires.
  - e. Help Smokey Prevent Wildfires.
  - f. Smokey's Friends Don't Play With Matches.
  - g. Nearly 9 Out of 10 Wildfires nationally are Caused by People.
  - h. Careless Campers Cause Wildfires.
2. Use only the official Pantone Matching System (PMS) coloration scheme contained in The Condensed Guide to Smokey, A Style Manual (sec. 20.7). The coloration scheme is as follows:
  - a. Hat - PMS 467 (beige).
  - b. Hatband - PMS 472 (light brown).
  - c. Eyes - PMS 469 (dark brown).
  - d. Muzzle - PMS 468 (light beige and/or white).
  - e. Face - PMS 470 (medium brown).
  - g. Body - PMS 470 (medium brown).
  - h. Pants - PMS 299 (blue).
  - i. Belt - PMS 469 (dark brown).
  - j. Buckle - PMS 131 (gold).
  - k. SMOKEY - PMS 472 (light brown).

## **24.7 - Licensing Violation**

Items produced for commercial sale that contain or use the Smokey Bear image or name, without benefit of a license, violate the Smokey Bear Act (18 U.S.C. 711). The Director, Fire and

Aviation Management Staff, Washington Office, must take actions, up to and including prosecution in civil and criminal court, to stop unlicensed violators.

Report any suspected violations directly to the license Agency, the Regional CFFP coordinator, and the Wildfire Prevention Program Manager, Washington Office.

## **25 - Image and Appearance of Smokey Bear**

### **25.02 - Objective**

To portray the image of Smokey Bear as a dignified, firm, and friendly symbol of wildfire prevention (sec. 24.1).

### **25.03 - Policy**

Forest Service personnel must convey wildfire prevention messages through personal appearances of Smokey Bear, using officially sanctioned costumes in accordance with the "Smokey Bear Guidelines" which can be found at [SmokeyBear.com](http://SmokeyBear.com), or obtained from a member of the Cooperative Forest Fire Prevention committee.

### **25.1 - Artwork**

See section 24.6.

### **25.2 - Smokey Bear Costume**

1. The costume is designed for adult wear only. Official Smokey Bear costumes must be purchased from the following licensees:
  - a. Shafton, Inc., 6932 Tujunga Avenue, North Hollywood, California, 91605.
  - b. Facemakers, Inc., 140 Fifth Street, Savanna, IL 61074.
  - c. Smokey Signals, 3381 Wildwood Road, Wildwood, CA 96076.
  - d. Signs and Shapes International (inflatable walk-around mascot), 2320 Paul Street, Omaha, NE 68102.
2. The Smokey Bear image does not represent any organization, and use of the costume is limited to activities which have a wildfire prevention theme. Do not use the costume for an appearance where the wildfire prevention message is not a principal theme, or when situations would give the appearance of impropriety. Examples of inappropriate uses of the costume are: Christmas or Halloween parties; events with alcohol; retirements; political events; employee picnics; job fairs; fundraisers; and or promotions for the Combined Federal Campaign or Feds Feed Families. Do not use the costume for any situation that might compromise Smokey Bear's integrity or give the appearance of

impropriety, a “celebrity appearance”, or a photo opportunity. There needs to be an opportunity with all appearances to share a wildfire prevention message.

### **25.3 - Purchase and Policy for Use of Smokey Bear Costume**

Only the Forest Service and State forestry organizations may purchase and own a Smokey Bear costume without prior approval. Local fire departments and other non-Federal agencies that wish to acquire a Smokey Bear costume must have a letter of approval from the State Forester of the State in which they are located or from the Forest Service, with the State Forester's verbal concurrence, authorizing such purchase.

The Director, Fire and Aviation Management, Washington Office, approves costume purchase and ownership by Tribes and other Federal and international agencies on a case-by-case basis. For costume ownership outside the Forest Service or a State forestry organization, agencies must agree to adhere to the requirements for ownership and use of the costume and execution of a cooperative interagency agreement (sec. 27, ex. 04). Such agreements are in effect for a period of no more than 5 years, with the option for renewal in 5-year increments after that time, at the discretion of the issuing officer.

To protect the integrity of the Smokey Bear image, care should be taken to ensure that there is only one costumed Smokey Bear character visible to the public at any one time per event.

### **25.4 - Security and Disposal of the Smokey Bear Costume**

The Smokey Bear costume is an accountable property item under the current Forest Service accountability requirements. Integrity of the costume must be ensured by storing it in a secure location and tracking its use.

When it is determined by the owner/manager that the costume is no longer fit to wear and must be disposed of, the suit must be rendered unrecognizable as a Smokey Bear costume by cutting, tearing, and/or burning all components. Do not throw away an intact costume or components.

The Smokey Bear costume or components may only be resold or transferred to approved users.

## **26 - Smokey Bear Awards Program**

### **26.02 - Objective**

To recognize individuals and organizations for outstanding service in wildfire prevention.

### **26.02 - Policy**

The Forest Service must convey and support wildfire prevention messages through Smokey Bear Award presentations that recognize outstanding contributions to wildfire prevention.

## **26.1 - Description of Awards**

Five official awards in the program represent different types and geographic levels of achievement: the National Gold, Silver, and Bronze Smokey Bear Awards; the Smokey Bear Certificate; and the Smokey Bear Appreciation Plaque.

### **26.11 - National Awards**

The National Smokey Bear Awards, otherwise known as the Gold Smokey, the Silver Smokey, and the Bronze Smokey, consist of 9-inch, three-dimensional figures of Smokey Bear, cast in the representative metal and mounted on a wooden base. The front of the base has a metal plate for inscription. A lapel pin, cast in the corresponding representative metal, and a congratulatory letter, accompanies the award. The letter should be signed by the top official for the three agencies on the CFFP Executive Committee (Chief of the Forest Service, NASF president, Ad Council president).

### **26.12 - Other Awards**

1. The Smokey Bear Certificate is approved by the Cooperative Forest Fire Prevention committee. This is given for outstanding performance that doesn't quite reach the level of the National Awards.
2. The Smokey Bear Appreciation Plaque is a wooden, laser-engraved plaque with an appropriately engraved brass plate. This award is approved by a Deputy Chief, Regional Forester, Station Director, State Forester, Forest Supervisor, or District Ranger, and is available at [www.symbols.gov](http://www.symbols.gov).

## **26.2 - Eligibility**

1. Individuals or organizations that have made outstanding contributions in wildfire prevention may be nominated for any of these awards.
2. Recognized wildfire prevention efforts include, but are not limited to: Activities in education; law enforcement and engineering; journalism or media coverage; advertising campaign; informational programs; and individual presentations.
3. Persons with assigned wildfire prevention duties are not ineligible; the individual's work that is beyond their normal work duties is what needs to be recognized.
4. Activities relating to wildfire prevention for structures rather than wildlands or urban interface, do not qualify for the Smokey Bear awards.

## **26.3 - Selection Criteria**

### **26.31 - National Gold Smokey Bear Award**

This award is given to individuals or organizations that have provided sustained, outstanding, National-level service in wildfire prevention over a minimum of 2 years. No more than three of these awards may be given annually.

### **26.32 - National Silver Smokey Bear Award**

This award is given to individuals or organizations that have provided sustained, outstanding, Regional or multi-State service in wildfire prevention over a minimum of 2 years. No more than five of these awards may be given annually.

### **26.33 - National Bronze Smokey Bear Award**

This award is given to individuals or organizations that have provided sustained, outstanding, State-wide service in wildfire prevention over a minimum of 2 years. No more than ten of these awards may be given annually.

### **26.34 - Other Awards**

Individuals or organizations not qualifying for National Awards may be given a Certificate or a Smokey Bear Appreciation Plaque.

## **26.4 - Nomination Process**

### **26.41 - National Awards**

1. The Cooperative Forest Fire Prevention (CFFP) committee (composed of a member from the Forest Service, the three appointed State foresters from the National Association of State Foresters, and a member from The Advertising Council) evaluates nominations for the National Gold, Silver, and Bronze Smokey Bear Awards as well as the Smokey Bear Certificates.
2. Anyone having knowledge of the outstanding wildfire prevention efforts of the nominee may make nominations for National awards.
3. The Director of Fire and Aviation Management, Washington Office, issues an annual call letter covering the previous fiscal year.
4. Nominations should be completed on the form provided with the call letter, in narrative format and within word or page limitations within the rules provided. The official form and instructions are provided at [www.smokeybear.com/awards](http://www.smokeybear.com/awards).

5. Nomination packages should be submitted to the appropriate Regional Forester, Station Director, State Forester, or Regional Fire Prevention Coordinator for review.

## **26.42 - Appreciation Plaque**

Regional Foresters and State Foresters must prescribe specific procedures for submitting nominations for the Smokey Bear Appreciation Plaque. They must keep records of nominations and their disposition.

## **26.5 - Selection Process**

### **26.51 - National Awards**

The CFFP committee approves National Smokey Bear Awards and Certificates.

### **26.52 - Other Awards**

Regional Foresters and State Foresters must prescribe procedures for approving the Smokey Bear Appreciation Plaques.

## **26.6 - Presentation of Awards**

### **26.61 - National Awards**

The National awards must be presented at a ceremony, preferably one at which the recipient's peers are present. Encourage publicity and media coverage, using the opportunity to convey Smokey Bear's wildfire prevention messages. This ceremony may include the presentation of locally produced awards. Any publicity associated with the presentation of a National Smokey Bear award should be shared with the National Wildfire Prevention Program Manager.

1. National Gold Smokey Bear Award. The Director, Fire and Aviation Management Staff, Washington Office, coordinates presentations for this award. This award should be presented by the highest-level Forest Service or State Forestry official available.
2. National Silver and Bronze Smokey Bear Awards. The Regional Office or the State Forester's office coordinates the presentation ceremony for these awards. The awards should be presented by the highest-level Forest Service or State Forestry official available. The Regional Forester or the State Forester, or their respective representatives, should attend this ceremony.

### **26.62 - Other Awards**

The Regional Forester or State Forester should present these awards; however, the presentation may be handled by a Forest Supervisor or an immediate subordinate to the State Forester. Frame the Certificates or place them in a high-quality certificate holder for presentation.

## 26.7 - Source of Supply for Awards

The Director, Fire and Aviation Management Staff, Washington Office, must provide the National Gold, Silver, and Bronze Smokey Bear Awards, lapel pins, Certificates and Certificate framing. Appreciation Plaques are available from the National Symbols Program Cache.

## 27 - Exhibits

1. Exhibit 01 - Assignment and Waiver. Exhibit 01 is the suggested format used by the author of Smokey Bear artwork to assign and waive rights to that artwork.
2. Exhibit 02 - Assignment of Work Made for Hire. Exhibit 02 is the suggested format used by the author of Smokey Bear artwork when it is a work made for hire and the author is the sole and exclusive owner of the right, title, and interest in that piece of artwork.
3. Exhibit 03 - Certification by Employee/Artist. Exhibit 03 is the suggested format used by the author of Smokey Bear artwork to certify that it was created in the regular course of employment.
4. Exhibit 04 - Cooperative Agreement. Exhibit 04 is a sample of a cooperative agreement between the Forest Service and a public agency used in programs to prevent unwanted human-caused wildfires. The appendix to this agreement contains the Guidelines for use of Smokey Bear costume.

**27 - Exhibit 01**

**ASSIGNMENT AND WAIVER**

WHEREAS, \_\_\_\_\_ (artist's name)  
having an address of, \_\_\_\_\_  
(hereinafter: "Contractor"), is the author of artwork described in Schedule A;

WHEREAS, said artwork has been created in the performance of a contract with the Forest Service, United States Department of Agriculture;

WHEREAS, ownership of all Contractor's right, title, and interest in and to any copyright in said artwork and ownership of the tangible object(s) embodying said artwork are to be assigned to the United States of America, as represented by the Secretary of Agriculture, and any moral rights in said artwork are to be waived;

NOW, THEREFORE, for and in consideration of these premises and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor assigns to the United States of America, as represented by the Secretary of Agriculture, all my right, title, and interest in and to any and all copyrights in the artwork described in Schedule A, throughout the universe, now or hereafter existing, including any renewals or extension of copyrights, and the unencumbered right to exercise such rights for any purpose in all media and by any manner and means now known or hereafter devised, throughout the universe, in perpetuity;

Contractor further assigns to the United States of America, as represented by the Secretary of Agriculture, the tangible object(s) in which the artwork described in Schedule A is embodied;

Contractor expressly and forever waives, with respect to the artwork described in Schedule A and with respect to any and all uses thereof, the rights of attribution and integrity arising under 17 U.S.C. 106A as more particularly described therein, and any rights arising under U.S. federal or state law or under the laws of any other country that recognizes rights of the same nature as those recognized under 17 U.S.C. 106A, or any other type of moral right or droit moral;

Contractor covenants that Contractor is the sole author of the artwork described in Schedule A, that said artwork is wholly original with Contractor and has not been published previously in any other form, is not in the public domain, and does not infringe on any copyright or any other right of which Contractor is aware; Contractor further covenants that Contractor is the sole and exclusive owner of the right, title and interest assigned, and that Contractor has not previously assigned or licensed, or in any other way disposed of or encumbered, said artwork or any related right, title or interest; Contractor agrees to take whatever action, and to execute, acknowledge, and/or deliver any documents, that the United States from time to time may deem desirable or necessary to effectuate the provisions and purposes of this Assignment and Waiver, including, without limitation, those documents deemed desirable or necessary to obtain and secure to the



**27 - Exhibit 01--Continued**

United States copyright registration and protection, and renewals or extensions of copyrights, in any country; Contractor further agrees to cooperate fully with the United States in any controversy that may arise or litigation that may be brought concerning the right, title, and interest of the United States acquired herein;

IN WITNESS WHEREOF, Contractor has executed this Assignment and Waiver  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_.

**27 - Exhibit 02**

**ASSIGNMENT OF WORK MADE FOR HIRE**

WHEREAS, \_\_\_\_\_ having an address of \_\_\_\_\_ (hereinafter: "Contractor"), is the author of artwork described in Schedule A, attached hereto and made a part hereof;

WHEREAS, said artwork has been created in the performance of a contract with the Forest Service, United States Department of Agriculture;

WHEREAS, ownership of all Contractor's right, title and interest in and to any copyright in said artwork and ownership of the tangible object(s) embodying said artwork are to be assigned to the United States of America, as represented by the Secretary of Agriculture;

NOW, THEREFORE, for and in consideration of these premises and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor assigns to the United States of America, as represented by the Secretary of Agriculture, all my right, title and interest in and to any and all copyrights in the artwork described in Schedule A, throughout the universe, now and hereafter existing, including any renewals or extensions of copyrights, and the unencumbered right to exercise such rights for any purpose in all media and by any manner and means now known or hereafter devised, throughout the universe, in perpetuity;

Contractor further assigns to the United States of America, as represented by the Secretary of Agriculture, the tangible object(s) in which the artwork described in Schedule A is embodied;

Contractor covenants that Contractor is the sole author of the artwork described in Schedule A, that said artwork is a work made for hire in that said artwork was prepared by Contractor's employee within the scope of his or her employment, that said artwork is wholly original with Contractor and has not been published previously in any form, is not in the public domain, and does not infringe on any copyright or any other right of which Contractor is aware;

Contractor further covenants that Contractor is the sole and exclusive owner of the right, title and interest assigned, and that Contractor has not previously assigned or licensed, or in any other way disposed of or encumbered, said artwork or any related right, title or interest;

Contractor agrees to take whatever action, and to execute, acknowledge, and/or deliver any documents, that the United States from time to time may deem desirable or necessary to effectuate the provisions and purposes of this Assignment, including without limitation, those documents deemed desirable or necessary to obtain and secure to the United States copyright registration and protection, and renewals or extensions of copyrights, in any country; Contractor further agrees that Contractor will cooperate fully with the United States in any controversy that may arise or litigation that may be brought concerning the right, title, and interest of the United States acquired herein;

**27 - Exhibit 02--Continued**

IN WITNESS WHEREOF, Contractor has executed this Assignment this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Contractor's Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_.

**27 - Exhibit 03**

**CERTIFICATION BY EMPLOYEE/ARTIST**

I certify that I have created the artwork described in Schedule A as an employee of \_\_\_\_\_ in performance of the duties of my employment and in the regular course of my employment, and that I am not entitled to any copyright or any other right therein.

IN WITNESS WHEREOF, I have executed this Certification this

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Acknowledged before me this\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires\_\_\_\_\_, \_\_\_\_.

**27 - Exhibit 04**

**COOPERATIVE AGREEMENT**

Agreement No. \_\_\_\_\_.

**COOPERATIVE AGREEMENT**

between

\_\_\_\_\_ of \_\_\_\_\_

and

USDA, FOREST SERVICE

THIS AGREEMENT, made and entered into, by and between, \_\_\_\_\_ hereinafter referred to as the Cooperator, and the Forest Service, United States Department of Agriculture, acting through the \_\_\_\_\_ hereinafter referred to as the Forest Service, witnesseth that: WHEREAS, \_\_\_\_\_, is organized and maintained in \_\_\_\_\_, and WHEREAS, the Forest Service, as an agency of the Federal Government, is responsible for and conducts a Cooperative Forest Fire Prevention (CFFP) Program to stimulate active support and assistance between the Forest Service and Public agencies in working, to prevent human-caused wildfires, and WHEREAS, \_\_\_\_\_ is a major Field unit not covered under the Cooperative Forest Fire Prevention Program, and WHEREAS, \_\_\_\_\_ is responsible for wildfire prevention and suppression activities within the boundaries of \_\_\_\_\_, and WHEREAS, distinct advantages will accrue by correlating and coordinating respective programs of both parties. NOW THEREFORE, the parties hereto desire to cooperate and mutually agree as follows:

A. The Forest Service agrees to:

1. Provide Cooperator with initial CFFP campaign materials to be used as appropriate by free distribution.
2. Provide Cooperator with information, regulations, laws, and guidelines regarding the CFFP Program components and execution.
3. Provide the Cooperator with technical assistance as required.
4. Allow the Cooperator to purchase, use, and maintain the currently approved Smokey Bear costume(s) in accordance with current program policy and direction.

**27 - Exhibit 04—Continued**

B. The Cooperator agrees to:

Serve as the CFFP Program liaison for \_\_\_\_\_ which will include but not be limited to:

1. Distribution of CFFP campaign materials.
2. Spreading the "Smokey Bear" wildfire prevention message.
3. Purchasing currently approved Smokey Bear costume(s) for use in accordance with current regulations, and Forest Service policy and guidelines.
4. Making public appearances in the Smokey Bear costume at schools, parades, and other public functions in \_\_\_\_\_ where it is beneficial to the wildfire prevention program.
5. Acknowledging the USDA Forest Service and the National Association of State Foresters as the primary sponsors of the CFFP Program and Smokey Bear.

C. Both parties acknowledge:

1. That nothing herein must be construed as obligating the Forest Service to expend or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
2. That the United States must not be liable to the Cooperator for any damages incident to the performance of work under this Agreement.
3. No member of, or Delegate to, Congress, or Resident Commission, must be part of this agreement or to any benefit to arise from there, but the provision must not be construed to extend to this agreement if made with a Corporation for its general benefit.
4. This cooperative work is authorized by PL 95-313, 16 U.S.C. 2101.
5. This agreement may be terminated by either party by giving 60 days' notice to the other in writing. Unless so terminated this agreement will remain in effect until\_\_\_\_\_.

**27 - Exhibit 04—Continued**

6. That there will be no exchange of funds between the parties to this Agreement.
7. That the use of the Smokey Bear costume will be in accordance with approved Smokey Bear Guidelines, as referenced in the appendix to this agreement (attach Smokey Bear Use Guidelines found on smokeybear.com to this agreement). Failure to comply with these guidelines will be justification for immediate termination of this Agreement.
8. That the symbol Smokey Bear is the exclusive property of the USDA Forest Service, the National Association of State Foresters, and The Advertising Council, and that use thereof is in support of the goals and objectives of the Cooperative Forest Fire Prevention Program.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date above written.

USDA FOREST SERVICE \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_