

LICENSE AGREEMENT

between RAINFOREST ALLIANCE and [ORGANIZATION] (2020 Version)

This License Agreement (“Agreement”) is entered into as of this [DATE] by and between Rainforest Alliance, Inc., a New York not-for-profit corporation with headquarters located at 125 Broad Street, 9th Floor, New York, NY 10004, U.S.A. (“RA”), and [LEGAL NAME OF ORGANIZATION], a [JURISDICTION OF ORGANIZATION] [TYPE OF ENTITY] with an office at [ADDRESS] (“ORGANIZATION”).

WHEREAS, ORGANIZATION desires to participate in RA programs and use the RA name, the UTZ name or one or more trademarks, certification marks, logos or other proprietary designations owned by the Rainforest Alliance and listed on the RA Trademarks Schedule (the “RA Marks”), subject to the applicable terms and conditions.

WHEREAS, RA is willing to grant ORGANIZATION the right to participate in RA programs and use the RA Marks, subject to the applicable terms and conditions.

WHEREAS, This Agreement is subject to the Rainforest Alliance License General Terms and Conditions (the “License Terms and Conditions”), which form an integral part of this Agreement.

WHEREAS, RA also relies on a set of standards, policies and rules that are applicable to different actors in RA’s programs, depending on the type of activity the actor is engaged in (all such documents together with this Agreement and the License Terms and Conditions, the “Binding Documents”). RA has set forth the applicable Binding Documents on its website at <https://www.rainforest-alliance.org/business/binding-documents>. The Binding Documents may be updated from time to time in accordance with their terms or the terms set forth in the License Terms and Conditions. ORGANIZATION has reviewed and hereby accepts the terms and conditions set forth in the Binding Documents and as updated from time to time. In the event of any inconsistency among the Binding Documents, the terms of this Agreement shall apply.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 Grant of License

- 1.1 License. Subject to the terms and conditions of this Agreement and the Binding Documents, RA hereby grants ORGANIZATION a non-exclusive, non-transferable license (with right to sub-license) to (i) sell Certified Product(s) (as defined in the License Terms and Conditions) as certified, including use of the RA Marks on or in connection with the Certified Product(s), and/or (ii) otherwise use the RA Marks, in each case during the term of this Agreement.
- 1.2 Prior Review & Written Approval: Compliance. ORGANIZATION may not use the RA Marks without the prior review and written approval of RA in accordance with this Agreement and the Binding Documents. ORGANIZATION agrees that the production, sale, purchase, marketing, advertising, communication, manufacture, packaging, sale, promotion, processing, transport and distribution or other use of Certified Product and/or the RA Marks will conform at all times to the requirements set forth in the Binding Documents and all applicable laws, by-laws, regulations, industry standards and ordinances.
- 1.3 Royalties or Fees. ORGANIZATION hereby agrees to pay royalties or fees to RA as set forth in the License Terms and Conditions.

2 Term, Suspension & Termination

- 2.1 Term. This Agreement shall be effective as of the latter date executed by the parties and shall remain in effect for an initial term of five (5) years (“Initial Term”) unless earlier terminated as provided herein. Following the expiration of the Initial Term, this Agreement shall automatically renew for an additional five (5) year term (“Subsequent Term”) unless either party notifies the other, at least thirty (30) days prior to the end of the Initial Term, that it shall not be renewed.
- 2.2 Termination. This Agreement may be terminated by (a) mutual agreement of the parties hereto; (b) ORGANIZATION, with thirty (30) days’ written notice; (c) RA with three (3) months’ written notice; or (d) as otherwise provided in the License Terms and Conditions.

3 Other Provisions

- 3.1 Non-transferable. ORGANIZATION shall not sell, assign, sub-license, or otherwise transfer any of its rights under this Agreement to any third party other than its Permitted Sub-licensees, as set forth in the License Terms and Conditions. If ORGANIZATION undergoes a change of control through (i) the acquisition by any person or group, directly or indirectly, of the beneficial ownership of more than fifty percent (50%) of the total voting power of ORGANIZATION; (ii) a merger of ORGANIZATION into another person or entity; or (iii) the sale, lease or transfer of all or substantially all of the assets of ORGANIZATION to any person or entity in one or a series of related transactions), this Agreement may only be assigned with RA’s prior written consent.

- 3.2 Notice to RA. In order to increase the integrity and value of the RA Marks for all licensed users, ORGANIZATION agrees to notify RA of any activity that may come to its attention that would reasonably be construed to constitute an unauthorized use, infringement, or dilution of the RA Marks.
- 3.3 Duty to Cooperate. RA has the sole right to take, and determine whether or not to take, any action(s) it deems appropriate with respect to any unauthorized use, infringement, or dilution of the RA Marks or violation of the Binding Documents. ORGANIZATION agrees to fully cooperate with RA in connection with any such action.
- 3.4 Compliance with Trade Control Laws. ORGANIZATION agrees at all times to (i) comply with Trade Control Laws (as defined in the License Terms and Conditions); (ii) ensure that all of its sub-licensees, agents, and successors comply with Trade Control Laws; and (iii) refrain from taking any actions that would subject RA to penalties or adverse consequences under the Trade Control Laws.
- 3.5 Amendment/Waiver. No amendment or waiver of any provision of this Agreement or the other Binding Documents shall be effective unless in writing and signed by the parties hereto. Notwithstanding the foregoing, RA shall have the right to amend or otherwise clarify provisions or correct grammatical or other errors in the Binding Documents, as set forth in the License Terms and Conditions.
- 3.6 Entire Agreement. Except as otherwise set forth in the License Terms and Conditions, this Agreement and the Binding Documents constitute the entire agreement with respect to the subject thereof between the parties hereto and replaces any prior terms and conditions and agreements entered into between RA and ORGANIZATION.
- 3.7 Counterparts; Signatures. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
- 3.8 Language. This Agreement and any of the Binding Documents may be translated into other languages for the convenience of the parties. In the event of any inconsistency between the English version and any translation, the English version shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the latter date below written.

RAINFOREST ALLIANCE, INC.

[ORGANIZATION'S LEGAL NAME]

 Name:
 Job Title:
 Address: 125 Broad Street, 9th Floor
 New York, NY 10004
 USA
 Date:

SIGN HERE

 Name:
 Job Title:
 Address:
 Date:

On behalf of ORGANIZATION, I hereby acknowledge that (i) ORGANIZATION has reviewed and agrees to comply with all applicable Binding Documents; (ii) ORGANIZATION had the opportunity to discuss with RA which Binding Documents are applicable to ORGANIZATION's activities; and (iii) it the responsibility of the ORGANIZATION to contact RA if there is any uncertainty about which Binding Documents apply to ORGANIZATION:

[ORGANIZATION'S LEGAL NAME]

SIGN HERE

 Name:
 Job Title:
 Address:
 Date: