

Business Name: _____ **Date:** _____

▶ Complete this section for all organizations seeking to license the Regenerative Organic Certified™ (ROC™) trademarked seal and/or name (the “marks”) from the Regenerative Organic Alliance (ROA). The Business Name (“ORGANIZATION”) above must be a legal entity. Each legal entity throughout a supply chain (brand owners, producers, or finished goods manufacturers, etc. making a ROC™ claim) must complete its own license agreement in order to carry forth the ROC™ marks.

▶ The following must be signed by a legally authorized representative of an organization. By signing this License Agreement (“Agreement”), the signee acknowledges that it has received, has read, fully understands, and agrees to be bound by the terms of the ROC program and further agrees to comply with the ROC standards, procedures, and policies set forth in the Labeling Guidelines & Terms of Use and the ROC Governing Documents (as defined below and available at RegenOrganic.org/Resources).

▶ The following must be renewed on an annual basis. ROC Claimed Material & Product Formulation Worksheets and Supply chain Maps must be submitted on a rolling basis as new on-product claims and use of the ROC™ marks are submitted for review and approval.

▶ **Please send completed License Agreements to anna@regenorganic.org.**

Unless exempt or excluded, a brand, producer, or finished goods manufacturer, intending to sell, label, or represent agricultural products as Regenerative Organic Certified™ (ROC™) must have a signed license agreement on file with the ROA. All organizations must be operating in line with the Labeling Guidelines & Terms of Use and the Governing Documents.

A. ORGANIZATION information

1) Business Name: _____
DBA: _____
Website: _____
Phone number: _____

2) The ORGANIZATION is a (choose all that apply):

- Brand Owner
- Broker
- Farm with ROC™ status
- Finished Goods Manufacturer
- Other: _____

3) What is the anticipated annual Gross Regenerative Organic Product Value (GROPV)*? _____

**Use the Cost & Fee Worksheet available at RegenOrganic.org/Resources to calculate your GROPV.*

4) Please attach the Cost & Fee Worksheet

5) Please attach a Claimed Material & Product Formulation Worksheet and Supply Chain Map for each product you intend to carry a ROC™ mark or claim. *Use the Claimed Material & Product Formulation Worksheet available at RegenOrganic.org/Resources.*

B. Contact Information

1) **Legally Responsible Contact** (CEO, COO, Executive Director, Managing Director, or Registered Agent)

Name:	Title:
Phone:	Email(s):

3) **Primary Contact:** Designate one person in your organization to be the Regenerative Organic Alliance’s Primary Contact. This person must be knowledgeable about your company’s planned ROC seal use, the ROC Framework, the ROC Labeling Guidelines, and have the authority to act on behalf of the company.

Name:	Title:
Phone:	Email(s):

4) **Additional Contacts:** List all people at your organization who are authorized to make decisions around product packaging, are responsible for developing market & communication assets, or otherwise act on behalf of the company. Attach an additional list if necessary.

Name/Title:	Phone:	Email:
Name/Title:	Phone:	Email:
Name/Title:	Phone:	Email:

C. General Terms and Conditions

1) Terms of Use

The ROA exists to promote Regenerative Organic Certified™ as the highest standard for regenerative organic agriculture around the world. We aim to empower eaters and farmers to create a better world through regenerative organic farming. The ROC™ marks are trademarks owned by ROA and are used to indicate that a product is certified per ROA’s guidelines found in the ROC Framework. Only Regenerative Organic Certified producers and authorized licensees may use the ROC™ marks. ROC™ marks use is dependent on meeting all requirements laid out in section 2.1 Prerequisites of Labeling Use in the Labeling Guidelines, alignment with the Governing Documents, and compliance with the Labeling Guidelines & Terms of Use.

2) Governing Documents

2.1 As described in the Agreement, these General Terms and Conditions and the additional documents together comprise the Governing Documents and are binding upon all participating companies, brands, farms, farm groups, and other supply chain actors in their dealings with the ROA. These Governing Documents cover the various elements of working with the ROA, including registration, licensing, audits and certification, traceability, and labeling and selling or representing product as Regenerative Organic Certified™.

2.2 ORGANIZATION agrees to comply with all of the Governing Documents applicable to its activities related to the ROC Framework. ORGANIZATION understands that its certificate and/or right to use the ROC marks may be suspended,

terminated, or cancelled in accordance with the Governing Documents. Upon cancellation or termination of all of ORGANIZATION's certificates or rights to use the ROC marks, the Agreement shall automatically terminate.

2.3 If ORGANIZATION is certified to the ROC Framework, ORGANIZATION agrees to accurately and fairly represent the certificate scope, type, and status and the products or operations included within the certification scope.

2.4 The Governing Documents, including these licensing Terms and Conditions and the ROC Marks, are subject to change. ROA will provide notice of such changes to ORGANIZATION. Minor changes to the Governing Documents to correct typos or to clarify languages shall be effective upon publication or as otherwise provided for in the notice. ORGANIZATION must adhere to the Governing Documents published at the time of its (or the operations it sources from) audit. If the Governing Documents are amended in between audits the ORGANIZATION must make any necessary changes to align with the changes of the Governing Documents by the time of the next audit cycle. ORGANIZATION must ensure that its contact details in the ROA directory remain current at all times and is responsible for informing the ROA when such contact details change.

2.5 ORGANIZATION agrees to be legally bound by the terms of the ROC Program Manual, including but not limited to the paragraphs entitled "Consent to Electronic Submission," "Governing Law," "Consent to Jurisdiction," "Indemnification," "Dispute Resolution," and "Limit of Liability."

3) Notification of Change in Compliance Status

ORGANIZATION is responsible for immediately notifying the ROA of any change in your certified operation or portion of it that may affect its compliance with the applicable standards, regulations, or governing law. ORGANIZATION is responsible for notifying the ROA if the certification of the operation ORGANIZATION is sourcing all or part of its product from is suspended or revoked.

4) Termination & Suspension

4.1 The ROA, may, upon written notice, suspend ORGANIZATION's participation in the ROC Online Directory and/or use of the ROC marks if ORGANIZATION breaches or fails to comply with any of its obligations under the Governing Documents, provided that the ROA sends a notice of breach to ORGANIZATION and gives ORGANIZATION at least ten (10) days from the date on the notice to remedy such breach as to the satisfaction of the ROA.

4.2 ORGANIZATION will immediately cease use of all claims of ROC and the ROC marks associated with ORGANIZATION, destroying all certificates, labeling, and marketing material containing reference to the ROA in the event that ORGANIZATION withdraws from ROC, or the certification of operation ORGANIZATION is sourcing all or part of its product from is suspended or revoked. ORGANIZATION agrees to destroy all packaging and certificate(s) upon notice from the ROA.

4.3 The Agreement may be terminated by the ROA upon written notice. If the ROA terminates without cause, ORGANIZATION shall have the right to sell through any products for which labels have been previously approved and ORGANIZATION has on-hand in addition to any products on shelf.

5) Transparency and Confidentiality

5.1 ORGANIZATION authorizes the ROA to list public summary business information via the ROC Online Directory. In addition, ORGANIZATION authorizes the listing of products, certified crops, and services in the ROC Online Directory.

5.2 ORGANIZATION allows authorized representatives of the ROA, an accreditation authority, government entity with jurisdiction, or other governing body access to these records solely related to products which carry the ROC marks under normal business hours for review and copying to solely determine compliance with the applicable standards, regulations, or governing law.

5.3 ORGANIZATION authorizes information from this document to be made available to relevant ROC Approved Certifying Bodies and auditors as needed.

5.4 ORGANIZATION authorizes the ROA or its partners to use data collected or provided by or about the ORGANIZATION to prepare and publish analyses, reports, and performance or risk metrics. All data collected shall be published in the aggregate and anonymized in a way that the ORGANIZATION shall not be identified, with the exception of data such as brand name, product name, product package size, UPC, product claims, and other information related to product identification and claims.

5.5 Other than as set forth in the above section, neither party to this Agreement shall disclose or publish any information identified as confidential by the party furnishing it without the furnishing party's express written consent. These obligations shall survive for a period of three (3) years following the termination of this Agreement.

D. Payment & Fees - See ROC Cost & Fee Structure for additional information regarding fees.

1) License Fee

The ROA will estimate ORGANIZATION's annual License Fee based on the information you provide in this document. Please refer to the ROC Cost & Fee Structure (available at RegenOrganic.org/Resources) for distinct fee brackets and categories.

2) Payment Due

The ROA will invoice ORGANIZATION for fees on an annual basis at the rate set forth in the ROC Cost & Fee Structure.

3) Late Fees

Payments not received within sixty (60) days from the date of invoice may be charged a late fee of 3.0% per month until the payment is received. Failure to deliver payment in a timely manner shall also be grounds for suspension or termination set forth in Section C. 4 (Termination & Suspension).

4) Currency

All payments or fees paid to the ROA must be paid by ORGANIZATION in U.S. Dollars.

5) Bank Charges

ORGANIZATION is responsible for any cost associated with remitting payment to the ROA. The ROA will not accept any deductions in fees or invoices to cover the cost of bank charges.

E. Use of ROC Marks

1) Prior Review & Approval of Seal Use

All use of the ROC™ marks by ROC™ operations, brands, or finished goods manufacturers are required to undergo review and approval prior to printing packaging or sales as "Regenerative Organic Certified™." Certified producers will submit labels to the approved ROC Certifying Body (CB). Authorized licensees will submit labels to the ROA. Review of labels prior to printing will save your organization considerable expense and avoid issues arising with non-compliance. Review and approval time will depend on the workload of the ROA and CB staff. Contact and work closely with the ROA staff and relevant CB to coordinate timelines for label development purposes. Organizations should plan for a minimum of four weeks for the review and approval of any packaging making a ROC™ claim. Clients with any questions about product labeling should contact ROA staff for additional guidance. Any marketing and/or communications use of the ROC™ seal must be explicitly approved by the ROA and the ROC™ seal graphic files must be directly obtained from the ROA.

2) Misuse of the Seal

The ROC™ seal can be used in Bronze, Silver, or Gold (to indicate the certification level) or in Black or White on a transparent background. No other color variations are allowed and the ROC™ seal may not be modified in any way. Avoid placing the seal on brightly colored, patterned, or otherwise busy backgrounds.

The ROC™ seal may not be used in a misleading or deceptive fashion to mischaracterize one's products. Further, the ROC™ seal may not be used as a primary brand or indicator of source or origin for any goods, but only as a certification mark. The ROC™ seal shall not be used in any manner that is likely to reduce, diminish, jeopardize, or damage the goodwill, value, or reputation associated with ROA or the ROC™ seal or in any manner that violates the rights of any third parties.

ORGANIZATION agrees to use the ROC™ name and seal(s) only in accordance with ROC standards and ceasing all use of ROC's name and seal upon notice by the ROA. Any use of ROC's names or marks, without the express consent of the ROA, is strictly prohibited and constitutes an infringement of the ROA's rights. The ROA shall be entitled to its reasonable attorney's fees and costs incurred in bringing any civil action, arbitration, or mediation to enforce its rights to its names or marks.

3) ROC™ Seal Distribution

Certified producers may request the ROC™ seal files from the relevant ROC Approved Certifying Body. Authorized licensees must request the ROC™ seal files from the ROA. Use of the Regenerative Organic Certified™ seal must follow the requirements set forth in the Labeling Guidelines and the Governing Documents. Any marketing and/or communications use of the ROC™ seal must be explicitly approved by the ROA and the ROC™ seal graphic files must be directly obtained from the ROA.

4) Basic ROC™ Labeling Requirements

All organizations must have clear and distinct labeling that distinguishes between products that are: Regenerative Organic Certified™, organic but may be exempt by state or Federal law, certified transitional, and nonorganic product. The clear and distinct labeling requirement does not apply in situations where regenerative organic product is being marketed as conventional. Certified producers must submit all labels with any ROC™ claim to the relevant ROC Approved Certifying Body to verify compliance with the Guidelines, ROC Supply Chain Guidelines, and all Governing Documents. The ROC™ seal may not be used on products from acreage/animals/facilities in "Certification Pending" status. Authorized licensees must submit labels to the ROA.

5) Traceability Requirements for ROC™ Product Claims

ROC™ product intended for processing must maintain and demonstrate current certification to USDA/NOP Organic (or an approved international equivalent) and further, must appear as a unique and distinct product on a current NOP organic certificate. ROC™ product includes both single-ingredients and multi-ingredient product, in raw or processed form, that has maintained appropriate chain of custody throughout the supply chain subject to inspection/verification.

Certified product must maintain appropriate separation from non-certified product throughout the supply chain and must comply with USDA/NOP Organic chain of custody requirements and policies.

Certified product from a single origin must be maintained separate from other product throughout transport and storage. Certified product must not be physically mixed with non-certified product or with certified product from another source (i.e. organic coconut oil must be separated from ROC coconut oil) until it reaches its final processing facility. This ensures that product carrying a ROC claim is sourced from ROC certified farms. Exemptions may be allowed for unique circumstances but must comply with USDA/NOP organic regulations. Exemptions are granted by ROC Approved Certifying Bodies (see ROC Supply Chain Guidelines available at RegenOrganic.org/Resources for further details.)

The failure of either party to enforce any of the provisions of the Governing Documents shall in no way be considered a waiver of such provisions or in any way affect the validity of the Governing Documents.

I, the owner or legally authorized corporate representative, acknowledge the above General Requirements for use of the Regenerative Organic Alliance marks, including but not limited to the Regenerative Organic Certified™ seal and name, and understand that any willful misrepresentation may be cause for legal action and sanctioning of product certification. I authorize the person(s) listed above to act on behalf of my company in establishing or maintaining compliance with the Agreement. I attest that all information in this application is true and accurate to the best of my knowledge:

Name/Title	Date
Signature	

F. Definitions

- Agreement:** Shall mean the ROC Licensing Agreement between the ROA and ORGANIZATION.
- Authorized licensee:** An authorized licensee includes, but is not limited to, any brand, broker, finished goods manufacturer, or wholesaler who is making a ROC claim and has a valid License Agreement with the ROA.
- Brand owner:** A brand is a name, term, design, symbol, or any other distinctive feature that identifies a product as distinct from other products. The brand owner is a person or company who sells any commodity under a registered brand label. Brand owners will be referred to as brands throughout this document.
- Certification level:** The ROC™ level to which a product is certified, i.e. Bronze, Silver, or Gold.
- Certified product:** Raw material and/or packaged or processed goods that are certified under the Regenerative Organic Certified (ROC) program that is eligible for and intended to carry labeling claims
- Certified producers:** An operation that has achieved ROC certification status and is making a ROC claim. Certified producers must have a valid License Agreement with the ROA.
- Chain of custody:** The set of practices and documentation required to ensure that certified product (i.e. ROC plant or animal products) is segregated, identifiable, and traceable throughout the supply chain. Post-farm processors and handlers must maintain the proper chain of custody standards in order for a final consumer product to carry ROC claims.
- Claimed material:** The portion of a product that is intended to be used and eligible for ROC™ claims; see certified product.
- Governing Documents:** The Governing Documents consist of the ROA Marketing Guidelines for Brands and Farms, the ROC Framework, the Program Manual, the Operator Contract, the Supply Chain Guidelines, the Cost & Fee Structure, the License Agreement, and the Labeling Guidelines & Terms of Use. The Governing Documents are subject to change. Any expansion of or updates to the Governing Documents will be available at RegenOrganic.org/Resources.
- Handler:** Any person engaged in the business of selling, processing, or packaging agricultural products except for final retailers that do not process agricultural products
- Information panel:** The labeled panel immediately to the right of the principal display panel, as displayed to the consumer. If the panel is not usable, due to package design and construction, then the information panel is the next label panel immediately to the right.
- ORGANIZATION:** Shall mean the Farm, Producer, Operation, Brand, Finished Goods Manufacturer, Supply Chain Actor, or other entity that executed the Agreement.
- Principal display panel:** The portion of a product packaging or label that is most likely to be displayed, presented, shown, or examined under customary conditions of display for sale.
- Producer:** The farm or ranch that grows or raises crops and/or animals to be used for a food or textile product. The first stage in the raw material supply chain.
- Regenerative organic ingredient(s):** Agricultural material from a ROC™ Bronze, Silver, or Gold certified operation or portion of an operation.
- ROC mark:** Refers to the Regenerative Organic Certified™ name and all other trademarks, certification seals, logos, or any other proprietary designations owned by the Regenerative Organic Alliance.