

Business Name: _____ **Date:** _____

Reference ROA Terms and Definitions document on regenorganic.org/resources.

► Complete this section for all organizations seeking to license the Regenerative Organic Certified™ (ROC™) 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 or finished goods manufacturers, etc. making a ROC claim) must complete its own license agreement in order to use the ROC Marks.

► This License Agreement (“Agreement”) must be signed by a legally authorized representative of each Organization. By signing this Agreement, the Organization acknowledges that it has received, has read, fully understands, and agrees to be bound by the terms of this Agreement, 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 Brand/Processor License Agreements to label@regenorganic.org.**

A brand or finished goods manufacturer, intending to sell, label, or represent agricultural products as ROC must have this signed Agreement on file with the ROA. All organizations must be operating in line with the Labeling Guidelines & Terms of Use and the relevant Governing Documents.

A. Organization information

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

2) Is the product sold under a different brand name? If yes, please list the name displayed on the products Principal Display Panel.

3) The Organization is a (choose all that apply):
Brand Owner
Broker
Finished Goods Manufacturer
Other: _____

4) 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.*

5) Please attach the Cost & Fee Worksheet.

6) 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:
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Phone:	Email(s):
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2) **Primary Contact:** Designate one person in your Organization to be the ROA's Primary Contact. This person must be knowledgeable about your Organization's planned ROC seal use, the ROC Framework, the ROC Labeling Guidelines, and have the authority to act on behalf of the Organization.

Name:	Title:
<hr/>	
Phone:	Email(s):
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3) **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 organization. Attach an additional list if necessary.

Name/Title:	Phone:	Email:
<hr/>		
Name/Title:	Phone:	Email:
<hr/>		
Name/Title:	Phone:	Email:
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4) **Accounting Contact:** List the primary contact that should be invoiced for the organization's License Fees.

Name/Title:	Phone:	Email:
<hr/>		
Address:		
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C. General Terms and Conditions

1) Terms of Use

1.1 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 ROC producers and authorized licensees may use the ROC Marks. Use of the ROC Marks is dependent on the Organization satisfying 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.

1.2 The Organization is responsible for ensuring that all packaging and claims comply with the labeling requirements of the USDA National Organic Program (or a recognized international equivalent). The Organization is responsible for ensuring compliance with any other government regulations that may be applicable to product labeling wherever product is being produced and/or sold and follow any other relevant regulatory agencies in the product's country of sale. The ROA is not liable for the Organization's failure to comply with all applicable regulations.

2) Governing Documents

2.1 The Governing Documents 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 The Organization agrees to comply with all of the Governing Documents applicable to its activities related to the ROC Framework. The 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 the Organization's certificates or rights to use the ROC marks, the Agreement shall automatically terminate.

2.3 If the 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. Brands and finished goods manufacturers are subject to meeting Section 12 criteria of the ROC Framework.

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 the 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. The Organization must adhere to the Governing Documents published at the time of its [or the operation(s) 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. The 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 Sections 3.1, 3.5, 4, 5 and 6 of the ROC Program Manual.

3) Notification of Change in Compliance Status

The ROA will provide public updates regarding the certification status of operations via an online directory hosted at RegenOrganic.org. The Organization is responsible for verifying valid ROC status and level of ROC (Bronze, Silver, or Gold) of the crops/products at the time of purchase.

4) Termination & Suspension

4.1 The ROA, may, upon written notice, suspend or revoke the Organization's participation in the ROC Online Directory and/or use of the ROC marks if the 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 the Organization and gives the 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 The Organization will immediately cease use of all claims of ROC and the ROC marks associated with the Organization, destroying or covering the ROC marks on all certificates, labeling, and marketing material containing reference to the ROA in the event that the Organization withdraws from ROC, or the certification of operation that the Organization is sourcing all or part of its product from is suspended or revoked. The Organization agrees to destroy or cover over the ROC marks on all packaging and certificate(s) in its possession upon notice from the ROA. Notwithstanding the foregoing, the Organization shall be under no obligation to sticker, remove, pull, or otherwise redirect or modify product bearing the ROC marks that may already be in distribution and remain on the shelf after the termination.

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

5) Transparency and Confidentiality

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

5.2 The 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 that carry the ROC marks under normal business hours for review and copying to solely determine compliance with the applicable Governing Documents.

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

5.4 The 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 the 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 the 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 the Organization in U.S. Dollars.

5) Bank Charges

The 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.

DI. 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™." Brands/processors will submit labels

to the ROA. Review of labels prior to printing will save your organization considerable expense and avoid issues arising with non-compliances. Contact the ROA staff with any questions about product labeling and to coordinate timelines for label development purposes. Organizations are responsible for ensuring the proper review of all organic claims by an Accredited Certifying Agency to ensure compliance with all organic regulations, Organizations should plan for a minimum of four weeks for the review and approval of any packaging making a ROC claim. Organizations should take into consideration that certification levels may change from year to year and packaging should be ordered and printed with this in mind. 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 (and indicate the certification level in writing) 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.

The 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. For Brands/Processors, 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

Organizations 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. The ROC seal may not be used on products from acreage/animals/facilities in "Certification Pending" status. Organization must submit all labels and marketing materials to label@regenorganic.org for review by 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. Product of different certification levels (i.e. Bronze, Silver, and Gold) should also be segregated in order to maintain claimed status. However, if ROC product is mixed with product of a different level, claims are only allowed at the lower certification level (i.e. mixed ROC Gold and ROC Bronze product would result in all ROC Bronze product).

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 ROC Marks, 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 Organization 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

Date

Signature

Please send completed Brand/Processor License Agreements to label@regenorganic.org.