

Business Name: _____ **Date:** _____

- ▶ Complete this section for all organizations seeking to license the Regenerative Organic Certified® Marks from the Regenerative Organic Alliance (ROA). The Business Name (“Organization”) above must be a legal entity. Each legal entity throughout a supply chain (producers, brand owners, or finished goods manufacturers, etc. making a Regenerative Organic Certified® claim) must complete its own license agreement to use the Regenerative Organic Certified® 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 Organization must submit an Agreement on an annual basis during the ROA license renewal period. Regenerative Organic Certified® 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 Regenerative Organic Certified® marks are submitted for review and approval.

A. Organization information

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

B. Contact Information

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

Name: _____	Title: _____
Phone: _____	Email: _____

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 Regenerative Organic Certified® seal use, the Regenerative Organic Certified® Framework, the Regenerative Organic Certified® Labeling Guidelines, and have the authority to act on behalf of the Organization.

Name: _____	Title: _____
Phone: _____	Email: _____

3) **Accounting Contact:** List the primary contact that should be invoiced for the organization’s License Fees.

Name/Title: _____ Phone: _____ Email: _____

Address: _____

4) **Additional Contacts:** List all people at your organization who are authorized to make decisions about 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: _____

Name/Title: _____ Phone: _____ Email: _____

Name/Title: _____ Phone: _____ Email: _____

C. General Terms and Conditions

1) Terms of Use

1.1 The Regenerative Organic Certified® Marks are the Regenerative Organic Certified® mark and seals and all other trademarks, certification seals, logos, or any other proprietary designations owned by the Regenerative Organic Alliance and used to indicate that a product is certified per ROA’s guidelines found in the Regenerative Organic Certified® Framework. Any use by the Organization of the Regenerative Organic Certified® Marks must comply with the terms of this Agreement and the Labeling Guidelines & Terms of Use, provided to the Organization by ROA and available at <https://regenorganic.org/resources/>.

1.2 The Organization is permitted to use the Regenerative Organic Certified® Marks on labeling and marketing material solely for certified products subject to the terms of this Agreement and the documents incorporated into this Agreement by reference.

1.3 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 define the Regenerative Organic Certified® program. These Governing Documents cover the various elements of working with the ROA, including registration, licensing, audits and certification, traceability, as well as labeling and selling or representing product as Regenerative Organic Certified®.

2.2 The Organization agrees to comply with the Governing Documents that are applicable to the Organization’s role including the Program Manual, Supply Chain Guidelines, ROA Terms and Definitions, Labeling Guidelines & Terms of Use and Cost & Fee Structure. The Organization understands that its license and/or right to use the Regenerative Organic Certified® Marks may be suspended, terminated, or cancelled in accordance with this Agreement and/or these Governing Documents. Upon cancellation or termination of the Organization’s license or

rights to use the Regenerative Organic Certified® Marks, the provisions of Section 4 of this Agreement shall automatically apply.

2.3 The Organization is subject to meeting Section 12 Buyer's Criteria of the Regenerative Organic Certified® Framework.

2.4 The Governing Documents, including the Labeling Guidelines & Terms of Use, are subject to change. The ROA will provide 180 days' notice of such changes to the Organization. Minor changes to the Governing Documents to correct grammatic errors 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.

2.5 Organization agrees to be legally bound by Sections 4, 5, 6 and 7 of the Regenerative Organic Certified® 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 Regenerative Organic Certified® status and level of Regenerative Organic Certified® (Bronze, Silver, or Gold) of the crops/products, with the Regenerative Organic Certified® operation(s), at the time of purchase.

4) Termination & Suspension

4.1 This Agreement may be terminated by the ROA with or without cause.

(a) In the event that 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,

(b) In the event that (i) the ROA determines that the Organization has breached or otherwise failed to comply with any of its obligations under this Agreement and/or the Governing Documents, or (ii) the certification has been suspended or revoked from the Organization's source of all or part of its product (or ingredients of its product), the ROA, may provide written notice of termination to the Organization ("Notice"). In the event the Notice is addressed to conduct of a breach of failure by the Organization itself, the Notice will provide the Organization at least thirty (30) days from the date of the notice to remedy such breach or failure to the satisfaction of the ROA. Absent a satisfactory remedy (or in the event that the Notice is based on suspension or revocation of certification of the Organization's source), the termination process outlined in Term 4.2 below will apply ("Termination Process").

4.2 Termination Process: Upon termination, the Organization's participation in the Regenerative Organic Certified® Online Directory and use of the Regenerative Organic Certified® marks if the Organization will be suspended. Within ten (10) business days, the Organization will submit for approval by the ROA, a detailed plan for the cessation, phase out and/or destruction of all claims of Regenerative Organic Certified® and the Regenerative Organic Certified® Marks associated with the Organization, including uses of Regenerative Organic Certified® Marks on all labeling, and uses of the Regenerative Organic Certified® Marks or references to ROA in marketing material. As part of the detailed plan, Organization must state the number of units of labeled product or existing packaging it has in its inventory showing the Regenerative Organic Certified® Marks. The Organization must destroy or cover over the Regenerative Organic Certified® Marks on any labeling or packaging that has not been applied to product as of the date of its submission of the detailed plan. Organization shall be under no obligation to sticker, remove, pull, or otherwise redirect or modify product bearing the Regenerative Organic Certified® marks that may already be in distribution and remain on the shelf after the termination.

4.3 In the event that the Organization terminates this Agreement by withdrawing from the ROA's certification program, the Termination Process set out above will apply.

5) Transparency and Confidentiality

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

5.2 The Organization agrees to allow authorized representatives of the ROA, an accreditation authority, government entity with jurisdiction, or other governing body access to records related to products that carry the Regenerative Organic Certified® marks. This access will be allowed under normal business hours to review and copy records solely to determine compliance with the applicable standards, regulations, or governing law.

5.3 The Organization authorizes information from this document to be made available to relevant ROA-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

1) License Fee

The ROA will assess annual license fees based on the Cost & Fee Structure (available at RegenOrganic.org/Resources). The Organization is required to report estimated revenue from product containing **Regenerative Organic Certified®** ingredients at time of initial licensing and actual revenue from previous years' sales when renewing the licensing agreement annually. The fees will be invoiced upon licensing approval by the ROA.

2) Payment Due

The ROA will invoice the Organization for fees on an annual basis at the rate set forth in the Regenerative Organic Certified® Cost & Fee Structure. Invoices must be paid within thirty (30) days.

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.

E. Use of Regenerative Organic Certified® Marks

1) Prior Review & Approval of Seal Use

All use of the Regenerative Organic Certified® Marks by certified operations, brands, or finished goods manufacturers (including the Organization) are required to undergo review and approval prior to printing packaging or promoting, offering, or selling the certified products to consumers or the trade. The Organization must submit labels and any other marketing material to the ROA, addressed to the email address label@regenorganic.org, for review and approval no less than thirty (30) days prior to printing packaging or promoting, offering, or selling products bearing the Regenerative Organic Certified® Marks. The Organization may not print, produce, promote, offer, or sell products, labeling, packaging, or other marketing material bearing the Regenerative Organic Certified® Marks without explicit written approval from the ROA. 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. Organizations are responsible for ensuring the proper review of all organic claims by an Accredited Certifying Agency to ensure compliance with all organic regulations.

Any use of the Regenerative Organic Certified® Marks or the ROA's name or identity, 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. ^(L)_(SEP)

2) Misuse of the Seal

The following guidelines regarding use of the Regenerative Organic Certified® seal are reiterated here for your convenience. The complete guidelines are set out in the Regenerative Organic Certified® Labeling Guidelines & Terms of Use, which can be found on our website at <https://regenorganic.org/resources/>. The Organization should review the current Labeling Guidelines before any use of the Regenerative Organic Certified® Marks.

The Regenerative Organic Certified® 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 Regenerative Organic Certified® seal may not be modified in any way.

The Organization agrees to use the Regenerative Organic Certified® name and seal(s) only in accordance with Regenerative Organic Certified® Labeling Guidelines & Terms of Use. For example, the Regenerative Organic Certified® seal may not be used in a misleading or deceptive fashion to mischaracterize one's products. Further, the Regenerative Organic Certified® 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 Regenerative Organic Certified® 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 Regenerative Organic Certified® seal or in any manner that violates the rights of any third parties.

3) Regenerative Organic Certified® Seal Distribution

Organizations must request the Regenerative Organic Certified® seal files from the ROA. Any marketing and/or communications use of the Regenerative Organic Certified® seal must be explicitly approved by the ROA and the Regenerative Organic Certified® seal graphic files must be directly obtained from the ROA.

4) Basic Regenerative Organic Certified® Labeling Requirements

All Organizations must have clear and distinct labeling that distinguishes between products that are: Regenerative Organic Certified®, organic, 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 Regenerative Organic Certified® seal may not be used on products from acreage, animals, or operations in "Certification Pending" status. As set out in Term E.1 above, the Organization must submit all labels and marketing materials to label@regenorganic.org for review by the ROA.

5) Traceability Requirements for Regenerative Organic Certified® Product Claims

Regenerative Organic Certified® 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. Regenerative Organic Certified® 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 Regenerative Organic Certified® coconut oil) until it reaches its final processing facility. This ensures that product carrying a Regenerative Organic Certified® claim is sourced from Regenerative Organic Certified® farms. Product of different certification levels (i.e., Regenerative Organic Certified® Bronze, Silver, and Gold) should also be segregated in order to maintain claimed status. However, if Regenerative Organic Certified® product is mixed with product of a different level, claims are only allowed at the lower certification level (i.e., mixed Regenerative Organic Certified® Gold and Regenerative Organic Certified® Bronze product would result in all Regenerative Organic Certified® 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 of the Organization, acknowledge the above General Requirements for use of the Regenerative Organic Certified® 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/Title	Date
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Signature

Please upload this executed agreement when completing the [online license application](#).