

**Business Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

- ▶ Complete this section for the organization seeking to license the Regenerative Organic Certified® Marks from the Regenerative Organic Alliance (ROA). The Business Name (“Organization”) above must be a legal entity.
- ▶ This License Agreement (“Agreement”) must be signed by a legally authorized representative of the 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 this Agreement on an annual basis during the ROA license renewal period. The terms of this Agreement may not be amended, modified, altered, or supplemented, unless agreed by both parties. 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: \_\_\_\_\_

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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 engaged in operations, certification, product packaging, or 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) License Grant; Terms of Use**

1.1 ROA hereby grants to the Organization a non-exclusive, non-transferable, non-sublicensable, royalty-free revocable license to publicly display and use or have its franchisees and third parties authorized by the Organization to publicly display and use, the Regenerative Organic Certified® Marks, worldwide. The Regenerative Organic Certified® Marks are the Regenerative Organic Certified® name, certification 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, and as listed in sections 9.3 and 9.4 of the [Labeling Guidelines & Terms of Use](#) Standard document.

1.2 ROA represents and warrants that it has all rights to all intellectual property associated with the Regenerative Organic Certified® Marks and thus has the ability to grant the rights set forth herein. ROA further represents and warrants that the rights granted herein will not infringe or violate any copyright, trademark, trade dress, patent, trade secret, right of publicity, right of privacy and/or other proprietary rights of any United States or Foreign person or entity or violate any applicable laws.

1.3 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/>. In the event of any conflict or inconsistency between the terms of this Agreement and any other document in the Regenerative Organic Certified® Framework, including the Labeling Guidelines & Terms of Use, this Agreement shall take precedence to the extent of such conflict or inconsistency.

1.4 The Organization is permitted to use or have used by its franchisees and third parties authorized by the Organization, 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. In addition, the Organization agrees to use the Regenerative Organic Certified® Marks with all appropriate legends and notices as may be prescribed by ROA, provided that such legends and notices are uniform

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across all markets in which the Organization intends to sell, and such legends and notices are detailed in ROA’s Labeling Guidelines & Terms of Use. In the event the legends and notices are not consistent in all markets, the Organization will not be required to include any legends or notices in its use of the Regenerative Organic Certified® Marks.

1.5 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, unless the alleged non-compliant representation(s) are provided by or approved by ROA and are negligently false, misleading, or exaggerated.

1.6 To the extent that the Organization provides product(s) certified per ROA’s guidelines to a retailer under a “private label” or comparable agreement or arrangement, the Organization agrees to use its best efforts to ensure that its retail partner (a) informs ROA of its role in the commercialization of the certified product; and (b) engages with the ROA to execute a Private Label Retailer Agreement, either by providing the retail partner contact name and email address or directing them to the ROA at [label@regenorganic.org](mailto:label@regenorganic.org).

**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 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 or terminated in accordance with this Agreement. Upon suspension 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 if applicable.

2.4 Excluding this Agreement, 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.

**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 written notice to the Organization by the ROA with or without cause.

(a) In the event that the ROA terminates without cause, the Organization shall have the right to market and sell through any products for which labels have been previously approved and the Organization has on-hand in its inventory or in-production in addition to any products on shelf. After the aforementioned products are sold through, the Organization will cease use of the Regenerative Organic Certified® Marks associated with the Organization, except the Organization may retain historical references to the

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Regenerative Organic Certified® Marks or references to ROA in marketing material on digital assets with no active promotion of those materials.

(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 or failure to comply 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 will be suspended. Within ten (10) business days, the Organization will submit to 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 products for which labels have been previously approved and the Organization has on-hand in its inventory or in-production in addition to any products on shelf, showing the Regenerative Organic Certified® Marks. After the units set out in the detailed plan are marketed and sold through, the Organization will cease use of all Regenerative Organic Certified® Marks associated with the Organization, except the Organization may retain historical references to the Regenerative Organic Certified® Marks or references to ROA in marketing material on digital assets with no active promotion of those materials. The Organization must destroy or cover over the Regenerative Organic Certified® Marks on any labeling or packaging that has not been reported to the ROA 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 are set out in the detailed plan.

4.3 The Organization may terminate this Agreement at any time by written notice to ROA. In the event that the Organization terminates this Agreement by written notice, the Termination Process set out in clause 4.2 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, excluding trade secret, confidential, privileged, commercially sensitive, financially sensitive, or personal information, as determined by the Organization in its sole discretion. 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. Any data collected by the ROA in connection with this Agreement shall be subject to the terms set out in Exhibit B.

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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

Effective January 2026, ROA will assess annual license fees based on the consumption of ROC™ fiber. The Organization will report fiber use (see Fiber Use Form) on a \_\_\_6-month or \_\_\_12-month cycle. The fees will be invoiced upon receipt of the fiber use report.

Fee Type	Amount
<b>Brands</b>	
Annual ROA Membership	\$1,000 flat fee  Assessed annually on the anniversary date of initial membership. Fees are assessed and collected at the time of submission.
<b>ROC™ Fiber &amp; Materials Annual Consumption</b>	<b>Annual License Fee</b> <b>Fees are assessed and collected at the time of submission.</b>
< 1,000T	\$1,500
1,000 – 3,000T	\$2,500
3,000 –5,000T	\$7,500
5,000 – 10,000T	\$12,500
10,000 – 20,000T	\$ 20,000
20,000 – 30,000T	\$ 40,000
30,000 – 40,000T	\$ 55,000
40,000 – 50,000T	\$ 70,000
50,000 – 60,000T	\$ 85,000
60,000T <	\$100,000
Expedited Review of Initial License Application	\$500 optional fee added to Initial License fee.  From the date that all initial license application requirements are satisfied, ROA guarantees processing and issuance of initial license within five business days provided all requirements are complete and accurate.
Claim / Label Review	\$100 per claim or label, with three included in each year's license
Claim / Label Review Revision	\$50 per claim revision  This involves changing the wording / marketing language from a previously completed Claim Review without changing the licensed product or license

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	scope.
License Revision	<p>\$150 per license revision</p> <p>This involves modification of an existing approved license to change what is covered by the license itself. This includes but is not limited to product or SKU name changes, label text or packaging updates, and corrections or updates submitted by the licensee.</p> <p>The \$150 license revision fee may include the addition of up to three (3) new products; requests exceeding this scope will require a separate license application.</p> <p>*Note*: When revisions are initiated by ROA for compliance alignment, fees do not apply.</p>
<b>Supply Chain Actors</b>	<b>Includes Gin, Merchants, Brokers, Mills and Manufacturers</b>
Annual Registration Fee	<p>\$500 Annual Registration Fee with submission of Chain of Custody Documents; Option to increase to \$1,000 Annual Fee to include ROA Membership Benefits. Fees are assessed and collected at the time of submission.</p>

## 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 sixty (60) days.

## 3) Late Fees

Undisputed payments not received within sixty (60) days from the date of invoice may be charged a late fee of 1.0% 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](mailto: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.

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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. 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.

**2) Misuse of the Seal**

The complete guidelines regarding use of the Regenerative Organic Certified® seal 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.

**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](mailto: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).

**6) Indemnification**

ROA shall indemnify, defend and hold harmless the Organization and its officers, directors, agents, employees, subsidiaries, affiliates and licensees from and against any and all claims, demands, suits, actions, proceedings, damages, expenses and losses of any kind, including reasonable attorney’s fees and costs, resulting from or in any manner incident, relating or attributable to (i) any claim of infringement or a similar cause of action by any third party against the Organization arising from the Organization’s authorized use of the Regenerative Organic Certified® Marks, (ii) any claim by any third party in connection with Organization’s use of legends or notices as directed by ROA, or (iii) any claim by any third party in connection with any claims made by ROA in the Regenerative Organic Certified® Marks.

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The indemnifying party, at its own expense, will promptly defend any such claim, demand, suit, action or proceeding. If the indemnifying party fails to retain legal counsel or to undertake and continue such defense, the indemnified party will have the right to make such defense as it deems appropriate, and the expenses and costs thereof, including without limitation, attorneys’ fees, out-of-pocket costs and the costs of an appeal and bond, together with the amount of any judgment rendered against the indemnified party, will be paid by the indemnifying party upon demand. Nothing in this Agreement will prevent the indemnified party from defending any such claim, demand, suit, action or proceeding at its own expense through its own counsel, notwithstanding that the defense thereof may have been undertaken by the indemnifying party. The indemnifying party shall promptly notify the indemnified party of the commencement or anticipated commencement of any such claim, demand, suit, action or proceeding.

**7) Dispute Resolution; Governing Law; Venue**

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California. The parties agree and consent to the jurisdiction of the state and federal courts located in San Francisco, California and acknowledge that these courts are proper and convenient forums for the resolution of any actions between the parties and agree that these courts will be the sole and exclusive forums for the resolution of any actions between the parties.

*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
Signature	

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

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.**

<b>Organization Representative</b>	<b>REGENERATIVE ORGANIC ALLIANCE</b>
<b>By:</b>	<b>By:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

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Document Revisions

Version Number	Date Approved	Description of Changes
1.0	April 10, 2026	Document created

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