

Sustainable U.S. Soy Service Mark LICENSE AGREEMENT



This License Agreement is made as of this _____ day of _____, 202__ by the U.S. Soybean Export Council ("USSEC") and [Click here to enter text.](#) ("Licensee") as located at: [Click here to enter text.](#)

- I. ABOUT THE SUSTAINABLE U.S. SOY SERVICE MARK.** USSEC is the sole owner of the "Sustainable U.S. Soy" ("S.U.S.S.") service mark (U.S. Patent and Trademark Office Registration No. 5177365) (the "Mark"). USSEC has established minimum standards for use of the Mark.
- II. MINIMUM STANDARDS.** The Mark can be used on any soy-containing product as follows:
- Users of the Mark are required to maintain documentation to track actual quantities used, or the details needed to make an annual mass balance calculation to prove that the soybeans or processed products meet the Product Specific Criteria set forth below.
 - Prior to utilization of the Mark, this S.U.S.S. License Agreement must be signed by USSEC and Licensee.
 - USSEC reserves the right to audit logo usage at any time.
 - There is no licensing fee for authorized use of the Mark.

Product Specific Criteria:

- In cases where soybeans are marketed as soybeans without further processing, the Licensee must maintain documentation that at least 90% of the soybeans labelled as S.U.S.S. are sourced with the U.S. Soy Sustainability Assurance Protocol ("SSAP") certificate. Such documentation must be provided to USSEC upon request.
- In cases of processed products, such as, without limitation, tofu, animal feed, or soybean oil, users of the Mark must maintain documentation that at least 60% of the soybeans used in the manufacture of the processed products labelled as S.U.S.S. are sourced with the SSAP certificate. Such documentation must be provided to USSEC upon request.

The Mark may only be used in conjunction with the SSAP. Use of other sustainability protocols cannot be used to meet SSAP requirements for use of the Mark. To view the U.S. Soy Sustainability Assurance Protocol and to learn more about certification of the sustainability of U.S. soy, please visit www.ussec.org.

- III. DESCRIPTION AND USE.** USSEC shall provide artwork and brand guidelines of the S.U.S.S. mark upon receipt of this signed application. The Mark is to be clearly and distinctly affixed to product labels and packages to provide ready recognition that the product contains U.S. soybean oil/soybean protein that was verified in accordance with the SSAP.
- IV. TERMINATION.** The U.S. Soybean Export Council is the sole owner of the Mark and has the right in its sole discretion to revoke its use by any Licensee for any material breach of this License via written notice given to the Licensee at least 30 days prior to termination.
- V. INDEMNIFICATION.** Licensee shall indemnify and hold harmless USSEC, its officers, directors, agents and assigns from and against all claims, actions, damages, expenses (including, without limitation, reasonable attorney's fees) and liability whatsoever, arising out of or in conjunction with any use of the Mark or breach of this Agreement by Licensee.
- VI. ASSIGNMENT/SUBLICENSING RESTRICTION.** The right to use the Mark may not be assigned or sublicensed.
- VII. DISCLAIMER.** USSEC will not be responsible for any claims of the Licensee that local authorities, CSOs or NGOs find questionable in countries where the branded products are promoted.

COMPLIANCE/AUTHORIZATION. A sample of the packaging and a description of the product (by brand name and type of formulation) that is to bear the Mark must be supplied to USSEC. Licensee also agrees to provide a description of all products/printed materials on which the Mark is being applied. Exhibit A attached to this License shall provide the requested product information and the countries in which Licensee will use the Mark. Licensee agrees to promptly update Exhibit A with changes in the artwork of products/printed materials on which the Mark is being applied, and any changes to the list of countries in which the Mark will be used.

CHOICE OF LAW. This License shall be governed by the laws of the state of Missouri.

U.S. SOYBEAN EXPORT COUNCIL	LICENSEE: Click here to enter text.
Name: Click here to enter text.	Name: Click here to enter text.
Signature:	Signature:
Date: Click here to enter text.	Date: Click here to enter text.
Title: Click here to enter text.	Title: Click here to enter text.
Phone number: Click here to enter text.	Phone number: Click here to enter text.
Email: Click here to enter text.	Email: Click here to enter text.

Please digitally sign or alternatively print, sign and forward signed license agreement to:

U.S. Soybean Export Council (USSEC)
16305 Swingley Ridge Road, Suite 200
Chesterfield, Missouri 63017 U.S.A.
Fax: 1-636-449-1292
email: sustainableussoy@ussec.org

4857-1247-4655, v. 1