

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. United Soybean Board ("USB") is the sole owner of the "Sustainable U.S. Soy" ("S.U.S.S.") service mark including without limitation U.S. Patent and Trademark Office Registration No. 5177365) (the "Mark") to which USSEC is a licensee. USSEC has established quality control standards for use of the Mark.

- II. QUALITY CONTROL 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 and a sample of the packaging for each product bearing the Mark (see Compliance/Authorization below) must be provided to and approved by USSEC, said approval not to be unreasonable withheld.
 - The Mark shall not be used by Licensee and/or with its authority in any way which would tend to allow it to become likely to be attacked on the basis of genericness, descriptiveness, or otherwise for lack of distinctiveness, and Licensee shall ensure that all uses of the Mark shall include the following notice where practical: [INSERT MARK]®, a registered trademark of United Soybean Board used under license.
 - USSEC reserves the right to audit usage of the Mark and terminate the license at any time as set forth in Section IV.
 - 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. soybeans, please visit www.ussec.org.

- III. DESCRIPTION AND USE.** USSEC shall provide artwork and brand guidelines of the 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.** USSEC has the right in its sole discretion to revoke Licensee's right to use the Mark under this License Agreement via written notice given to the Licensee at least 30 days prior to termination.
- V. INDEMNIFICATION.** Licensee shall indemnify and hold harmless USB, USSEC, their 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.** Neither USB nor 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