

LOGO USE AGREEMENT
BETWEEN THE UNITED STATES COMPOSTING COUNCIL
AND PROGRAM PARTICIPANT

AGREEMENT made this _____th day of _____, 20____, by and between the United States Composting Council (the "USCC") and _____, a (corporation/partnership/_____) organized under the laws of the State of _____ and with its principal place of business at _____ ("Participant").

WHEREAS:

- The USCC has developed a "Seal of Testing Assurance" program (the "Program") to certify that compost products have been sampled and tested, and the results of such testing are available upon request to interested parties, all in accordance with prescribed Program standards;
- The Program standards are set forth in the document entitled "The United States Composting Council -- Certification Program for Seal of Testing Assurance -- Program Rules", dated November 29, 2000, rev. September 29, 2001, rev. March 2, 2007 (copy attached as **Schedule A**) and as such document may be further amended by the USCC from time to time ("Program Rules");
- The Program standards include sampling and testing in accordance with certain methods taken from or currently under development for the Test Methods for the Examination of Compost and Composting Manual (©2002 publishing as a part of the USDA National Resource Conservation Technical Bulletin Series);
- The USCC has developed a logo as set forth in **Schedule B** (the "Logo") to identify compost products that have been certified as meeting the Program Rules;
- Participant is a manufacturer and/or distributor of the compost product(s) listed in **Schedule C** (the "Product" or "Products", as applicable), or goods made from a blend of the Product and other materials; and
- Participant has demonstrated to the USCC that the Product complies with the Program Rules, desires to have the Product certified by the USCC, and has paid all necessary fees to the USCC as such fees are set forth in the Program Rules;

NOW THEREFORE, in consideration of the promises and mutual covenants set forth in this Agreement, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Ownership of the Logo

The USCC is the owner of the Logo.

B. Authority to Use the Logo

1. Grant of Authority. The USCC hereby grants to the Participant for the duration of this Agreement the non-exclusive right to use the Logo and/or associated terms related to the Program (including but not limited to “Seal of Testing Assurance,” “United States Composting Council,” “Compost Technical Data Sheet,” and acronyms of any such terms, as currently defined or as may be defined in the future (hereinafter referred to, individually or collectively, as “Associated Terms”)) on and in relation to the Product throughout the United States of America and in accordance with the Program Rules and the terms of this Agreement.
2. Logo to be Used on Licensed Products. Subject to Paragraph B.1 above, Participant will use the Logo on or in relation to the Product whenever it claims that the Product meets the Program Rules.
3. No Transfer of Authority. The authority to use the Logo and Associated Terms is specific to Participant, who shall not sublicense the use of, or transfer any right to, the Logo or Associated Terms to a third party.

C. Manner of Use

1. General. Participant shall not use the Logo or Associated Terms in any manner which is deceptive or which would bring the Logo or Associated Terms into disrepute. Participant’s use of the Logo and Associated Terms shall be in accordance with the labeling requirements in the Program Rules.
2. Representation of the Logo. The USCC, at its sole discretion, shall determine the way in which the Logo may be represented, as provided further in Paragraph E.2.a below. In the event that the USCC determines that any representation of the Logo does not meet the terms of Paragraph E.2, or is otherwise unsuitable, Participant agrees to immediately terminate such use.
3. Unrelated Characteristics. Whenever Participant refers to any characteristic of the Product other than the sampling, testing, and test result availability requirements prescribed by the USCC in the Program Rules, any such reference shall not suggest in any way that the characteristic is certified by the Logo, or approved or controlled by the USCC in any manner.

D. Fees

1. Participant shall pay to the USCC the License fees set forth in Appendix E to the Program Rules.

2. In the event any fees are based on sales of Products, Participant shall maintain accurate records of all sales and make such records available to the USCC for review during normal business hours. The USCC shall keep such information strictly confidential, and shall follow the “Conflict of Interest” provisions of the Program Rules (Section IX.B) with respect to access to such information by persons affiliated with the USCC or the Program.

E. Control and Inspection

1. By Participant

Participant shall ensure that the Product upon or in relation to which it uses the Logo shall at all times conform to the Program Rules, including, without limitation and as applicable, sampling and testing in accordance with the Sampling and Testing Procedures at the specified frequency, and submission of an annual certification of compliance.

2. By the USCC

- a. Prior Approval of Use of Logo. Prior to beginning any new production, marketing, or distribution of any Product bearing the Logo or Associated Terms, Participant shall submit to the USCC all proposed artwork, graphic material, sales material and product blueprints depicting the Logo or Associated Terms, and obtain the USCC’s advance written approval (with such approval to be given or withheld within ten (10) business days of receipt by the USCC, and not to be withheld unreasonably) that the placement, reproduction and other features of such use of the Logo and Associated Terms is appropriate and consistent with this Agreement and the Program Rules.
- b. Right of Inspection. Participant shall permit representatives of the USCC during normal business hours to inspect: (i) the places where it manufacturers and/or stores the Product to ensure conformity with the Program Rules; (ii) the records of tests conducted by the Participant with respect to the Product; and (iii) any additional documents relevant to Participant’s compliance with the Program Rules and this Logo Use Agreement (including but not limited to those records maintained by Participant in accordance with Paragraph F.1 below).
- c. Right to Obtain Samples. Upon request by the USCC, Participant shall furnish to the USCC, for purposes of reviewing Participant’s compliance with this Logo Use Agreement and the Program Rules, such reasonable number of samples of the Product, packaging or sales material as may be required by the USCC and as provided in the Program Rules. Participant shall also permit representatives of the USCC during normal business hours to select and take away

from the places where the Product is stored a reasonable number of samples for compliance verification review as provided in the Program Rules.

- d. Least Necessary Inconvenience. In exercising its rights of control and inspection under this Paragraph E.2, the USCC shall make all reasonable efforts to cause Participant no more inconvenience than is necessary to assure itself that all conditions are met for preserving the reputation of the Logo and the validity of its trademark registration.

F. Records

1. Records to be Kept. Participant shall keep (a) records of the quantity of the Product sold and/or distributed, where the Logo is used on or in relation to such Product; and (b) the results of any tests of the Product conducted in accordance with the sampling and testing methods specified in the Program Rules.
2. Statements to be Made Upon Request. The USCC reserves the right to request quarterly statements from Participant regarding the information addressed in Paragraph F.1 above. Such statements shall be current through the end of the recent quarter ending before the date of the USCC's request. The USCC shall keep all sales or distribution information strictly confidential, and shall follow the "Conflict of Interest" provisions of the Program Rules (Section IX.B) with respect to access to such information by persons affiliated with the USCC or the Program.

G. Acknowledgment of the USCC's Rights to the Logo

1. Logo is the Sole Property of the USCC. Participant acknowledges that any and all rights created by the introduction, registration and use of the Logo are the sole property of the USCC.
2. No Registration, Unauthorized Use or Challenge. Participant shall refrain, in all countries, from:
 - a. Registering a mark, symbol, or logo that is identical or confusingly similar to the Logo, for any goods or services whatsoever;
 - b. Using for any purpose any mark, symbol or logo that is identical or similar to the Logo except as set forth in this Agreement;
 - c. Opposing the use and/or the registration of a mark, symbol or logo that is identical or similar to the Logo, or contesting the validity of such registration; or
 - d. Causing or assisting any person or entity to do any of the above.

3. Assurances to Continue After Termination. The provisions set forth in Paragraphs G.1 and G.2 shall remain binding upon Participant after any termination of this Agreement, regardless of the cause of such termination.

H. Responsibility

1. Participant shall be responsible for any consequences of any breach of this Agreement by Participant (including but not limited to any wrongful use of the Logo), and shall be solely and fully liable for any damages that may result from any such breach.
2. Participant shall indemnify and hold the USCC, any of its parent and affiliated entities, partners, agents, contractors, attorneys-in-fact, commercial sponsors, and advertising agencies, and the officers, directors and employees of all of the foregoing, harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or related to Participant's breach of this Agreement, including but not limited to any non-compliance of any of Participant's Products with any aspect of the Program Rules. With respect to the foregoing indemnity, Participant agrees to defend and hold the USCC harmless at no cost or expense to the USCC whatsoever including, but not limited to, attorneys' fees and court costs. The USCC shall have the right to defend any such action or proceeding with attorneys of its own selection.
3. The provisions of this Paragraph H shall survive the expiration or any termination of this Agreement.

I. Duration and Termination

1. Duration. This Agreement shall be in effect for one (1) year, from the date first stated above until the first anniversary of such date, and shall remain in force during such period unless terminated by operation of law or as specified below. This Agreement may be renewed as provided by the Program Rules.
2. Termination by Participant. Participant may terminate this Agreement by giving at least three (3) months' written notice to the USCC.
3. Termination by the USCC.
 - a. If the USCC determines after investigation that Participant has violated any term of this Agreement or the Program Rules, Participant must take immediate steps to cure such breach. In the event Participant is unable or unwilling to take the steps the USCC considers necessary within a period of thirty (30) days from the date on which the USCC provided notice of such violation to Participant, the USCC may terminate the Agreement immediately.

- b. The USCC may terminate this Agreement immediately by giving written notice to Participant when (i) Participant has been declared insolvent; (ii) Participant ceases to carry on the manufacture or sale of the Product; or (iii) the Certificate associated with the Products has been terminated in accordance with the Program Rules.
- c. Termination of this Agreement by the USCC shall automatically and immediately terminate the Certificate previously issued for the Product.

J. Rights and Restrictions Upon Termination

1. Right to Sell Off Previously Packaged Products Bearing the Logo. Upon termination, the USCC shall enable Participant to disperse its remaining stock of the Product without removing the Logo, provided that (a) at the point of termination, such Product had already been placed in packaging bearing the Logo; (b) such Product and the use of the Logo with respect to such Product comply with this Agreement; (c) Participant shall permit the USCC, at its sole discretion, to inspect such Product for compliance with this Agreement; and (d) such dispersal is carried out in accordance with all the terms of this Agreement within a period of six (6) months following the date of termination.
2. No further use of Logo. Except as provided in Paragraph J.1 above, upon termination of this Agreement for any reason Participant shall no longer use the Logo or any mark, symbol or logo similar to the Logo, or Associated Terms, and shall remove the Logo and any Associated Terms from all Product before sale.
3. Inspection by the USCC. Subject to Paragraph J.1 above, Participant shall at any time after termination of this Agreement enable authorized representatives of the USCC during normal business hours to enter any premises of the Participant where any of the Product may be located to determine whether the use of the Logo and Associated Terms has ceased and whether it has been removed from the Product.
4. Labels and Packaging. Upon termination of this Agreement, and except as otherwise provided by Paragraph J.1 above, Participant shall destroy all labels, literature, packaging and other matter bearing the Logo or Associated Terms.

K. Miscellaneous

1. This Agreement does not constitute and will not be construed to constitute an agency, joint venture or partnership between the parties. The USCC and Participant will be deemed independent contractors in all respects.
2. Participant recognizes and agrees that the USCC's certification of Participant's Product pursuant to the Program, and authorization to Participant to use the Logo and Associated Terms pursuant to this

Agreement, do not constitute and shall not be construed to constitute a warranty or guarantee of any kind with respect to the Product.

3. Participant shall remain solely responsible for compliance with any and all applicable federal, state or local legal requirements regarding advertising, packaging, labeling, content, use, etc. with respect to the Product. Nothing in this Agreement shall be construed to make the USCC responsible or otherwise liable for any such compliance or lack of compliance.
4. All notices and communications permitted or required under this Agreement will be sent by independently confirmed telecopy, or by registered or certified first-class mail, postage pre-paid, return receipt requested, and addressed as follows:

If to the USCC:

US Composting Council
1 Comac Loop, Suite 14B1
Ronkonkoma, NY 11779
Attention: STA Program Manager

If to Participant: (company name and address)

[Redacted]

Attention: [Redacted]

Fax: [Redacted]

Either party may change its address by sending a notice to the other party that meets the above requirements.

5. If any provision of the Program Rules is deemed to be inconsistent with any provision of this Logo Use Agreement, the provision with the more stringent effect as to the Participant and more protective of the USCC's interests shall prevail.
6. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.
7. This Agreement sets forth the entire agreement between the parties with respect to its subject matter, and all negotiations and understandings are merged into this Agreement. This Agreement cannot be amended except by a written document signed by both parties.

8. Failure or delay of the USCC to exercise any right, power or remedy provided in this Agreement or to insist upon strict adherence to any provision of this Agreement will not operate as a waiver. All rights and remedies under this Agreement or by operation of law are cumulative.
9. This Agreement shall be governed by and construed under the internal laws (not the conflict laws) of the State of New York.
10. This Agreement shall not be assigned or transferred, in whole or in part, by Participant to any other party without the prior written consent of the USCC. This Agreement shall be binding on any successor in interest, assignee or other legal representative of either party.

AGREED, as evidenced by the following signatures:

UNITED STATES COMPOSTING COUNCIL [PARTICIPANT]

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

List of Attached Schedules

Schedule A: "The United States Composting Council -- Certification Program Seal of Testing Assurance – Program Rules", dated November 29, 2000, rev. September 29, 2001, rev. March 2, 2007

Schedule B: Seal of Testing Assurance Logo

Schedule C: Program-Certified Product(s) of Participant



**US COMPOSTING
COUNCIL**

*Seal of Testing
Assurance*

-Application for Participation-

For a Compost Product That Has Not Been Previously Certified

Applicant Information:

Company Name: _____
Contact Name: _____
Address: _____

Telephone/Fax: _____
E-mail: _____

Facility Information:
(facility producing the compost product applied for)

Facility Name (if applicable): _____
Facility Address (if different from above): _____

Telephone/Fax: _____
E-mail: _____

Compost Product Information

(Note: If the facility produces more than one compost product, include information only on the compost product for which certification is sought)

Compost Product Name (if any): _____
Feedstock Description: _____
Volume Produced Annually*: _____
(*most recent full calendar year's production or estimated current year's production, whichever is greater)

Include with Application:

1. Representative sample of the Compost Product.
2. Completed "Compost Technical Data Sheet" (with copies of associated laboratory results from the Approved Laboratory conducting the analyses).
3. Application Fee (as per Program Rules, **Appendix E**).

Commitment by Applicant

On behalf of the Applicant, I certify that:

- 1) I am a duly authorized representative of the Applicant.
- 2) The Compost Product:
 - a. Meets (and if certified, will continue to meet) the standards set forth in the Code of Federal Regulations (C.F.R.), Title 40, Section 503.13 (Table 3 – Pollutant Concentrations) and Title 40, Part 503, Appendix B, Section B (Processes to Further Reduce Pathogens (PFRP)), whether or not the Compost Product is subject to these regulations;
 - b. Complies (and if certified, will continue to comply) with any federal, state or local regulations to which the Compost Product is subject, or to which the Applicant is subject with respect to the Compost Product.
- 3) The Applicant:
 - a. Has reviewed and is familiar with the Specified Sampling Procedures as defined in the Program Rules, and that the sample for which test results are included in this application was sampled in accordance with such Specified Sampling Procedures;
 - b. Has had an Approved Laboratory test its Compost Product in accordance with the Specified Test Methods, the results of which are attached to this application;
 - c. If its Compost Product is certified, will further sample and test the Compost Product at the applicable frequency provided by the Program Rules, and provide the results to the USCC on the applicable schedule provided by the Program Rules;
 - d. If its Compost Product is certified, will label its Compost Product as provided by the Program Rules, and will otherwise to comply with the Program Rules.
- 4) The information submitted on this application is accurate and correct to my best knowledge.

Signed

Date

Name

Title

Submit complete application and attachments to:
US Composting Council, Attn: STA Program Manager
1 Comac Loop, Suite 14B1, Ronkonoma NY 11779
Questions? Call the STA Program Manager at 215-258-5259, or the
USCC at 631-737-4931

Directions for Product Use:

[Note: The USCC will not assess whether or not, or to what extent, these directions are appropriate. It is the Participant's responsibility alone to ensure that they are.]

Compost Ingredients:

This compost product has been sampled and tested as required by the Seal of Testing Assurance Program of the United States Composting Council (USCC). Test results are available upon request by calling _____ **[LICENSEE NAME]** at 1-_____ **[LICENSEE PHONE #]**. The USCC makes no warranties regarding this product or its contents, quality, or suitability for any particular use.

For additional information pertaining to compost use, the specific compost parameters tested for within the Seal of Testing Assurance Program, or the Program in general, log on to the US Composting Council's web-site at www.compostingcouncil.org.