

# CANADIAN BEEF LOGO AND TRADEMARK LICENSE AGREEMENT



This agreement is between Canada Beef a division of the Canadian Beef Cattle Research, Market Development and Promotion Agency with principal offices at 146, 6715 – 8<sup>th</sup> Street NE, Calgary, Alberta, Canada T2E 7H7 and

Company (Licensee):		
Country:		
Address:		
Phone:	Email:	Website:

## The parties agree as follows:

- 1. Grant of License.** Subject to the terms and conditions of this agreement, Canada Beef grants licensee a non-exclusive, royalty-free, non-transferable license to use the Canadian Beef logo and trademark in the form set forth in the Canadian Beef logo and Trademark usage and graphic standards guidelines on or in connection with the marketing, distribution, sales and promotion of eligible products as specified in # 10). The foregoing trademark is registered as official mark number 924149 under Section 9(1)(n)(iii) of the *Trade-marks Act* (Canada).
- 2. Standards of Quality and Obligations.** Licensee certifies that all products bearing the Canadian Beef logo and trademark comply with the current content requirements in a manner consistent with all applicable laws and regulations and also those of Canada Beef. If notified that such products do not meet the content requirements, Licensee shall cease immediately to use the Canadian Beef logo and trademark in connection with such products. The status of a licensee may be shown on a publicly available listing for use by end-user clients, consumers and other interested stakeholders.
- 3. Documentation.** The Licensee agrees to maintain supporting documentation required under applicable government regulations for the use of the Canadian Beef logo and trademark and this documentation will be made available to Canada Beef for the purposes of verifying compliance if requested.
- 4. Reproduction.** The Licensee agrees to reproduce and use the Canadian Beef logo and trademark in accordance with the most current Canadian Beef logo and trademark usage and graphic standards guidelines provided to Licensee.
- 5. Pre-approval of Canadian Beef logo and Trademark Reproduction and Promotional Materials.** Licensee shall submit, to Canada Beef any/all promotional materials bearing the Canadian Beef logo and trademark for prior written approval before public distribution or release. Promotional materials include without limitation, packaging, labeling, point of purchase, advertising materials, product brochures, videos, websites and social media posts.
- 6. Ownership and Goodwill.** Licensee agrees that Canada Beef exclusively owns the Canadian Beef logo and trademark and any associated goodwill and that all use of the trademark by Licensee shall inure to the benefit of Canada Beef. Licensee agrees that nothing in this Agreement shall give Licensee any rights, title, or interest in and to the trademark other than the right to use the Canadian Beef logo and trademark in accordance with this Agreement. Licensee agrees to promptly advise Canada Beef in writing as to any possible illegal use or infringement of the trademark.
- 7. Compliance with Law and Indemnification.** Licensee shall ensure that all products that bear the Canadian Beef logo and trademark are packaged, marketed, advertised, promoted, distributed and sold in compliance with all applicable laws and regulations, and that all promotional materials that use the trademark comply with such laws and regulations. Licensee will indemnify, defend, and hold harmless Canada Beef, its affiliates and their respective officers, directors, employees and agents from and against any and all claims, losses, liabilities, damages or expenses relating to or arising out of Licensee breach or any representation, warranty, or covenant resulting from Licensee's unauthorized use of the Canadian Beef logo and trademark.
- 8. Term and Termination.** This agreement shall become effective when signed by both parties and will be valid until terminated by either party upon (60) days prior written notice. Such termination may be with or without cause and in the event thereof, neither party shall be liable to the other for any loss, expense, liability, termination compensation or payments of any kind, including but not limited to any investment, promotion or marketing expense. Upon termination or expiration of this Agreement Licensee shall immediately discontinue all use of the Canadian Beef logo and trademark.

# CANADIAN BEEF LOGO AND TRADEMARK LICENSE AGREEMENT



9. **Notices.** All notices and other communications under this Agreement shall be sent in writing to the address provided in the first paragraph herein or such other address as provided in writing by the other party and will be deemed to have been given when received.
10. **Product Eligibility for use with the Canadian Beef and Made with Canadian Beef Logo and Trademark.** The Licensee is aware and agrees that using the *Canadian Beef logo and trademark* or the *Made with Canadian Beef logo and trademark* on wholesale or retail packaging and/or promotion and advertising in Canada requires compliance with applicable regulations.
- 1) To qualify for the use of either logo and trademark all beef present in the product must be sourced from Canadian cattle as defined under current federal regulations. As of Oct 2023, animals are considered Canadian if they are born, raised and slaughtered in Canada OR, in the case of feeder cattle, if they have spent a period of at least 60 days in Canada prior to slaughter in Canada.
  - 2) To qualify for the use of the *Canadian Beef logo* the product must contain meat from Canadian cattle with no other ingredients of any type.
  - 3) The *Made With Canadian Beef logo* can be used when Canadian beef is present along with other ingredients, in any proportion, although all the beef in the product must be from Canadian cattle.
  - 4) The licensee is aware and responsible to demonstrate the use of the Canadian Beef logo and trademark satisfies the applicable regulatory requirements by maintaining documentation as required by the Canadian Food Inspection Agency. If the Canadian Beef logo and trademark are used in a manner not consistent with Product of Canada Guidelines, the Canadian Food Inspection Agency may take enforcement action in addition to those taken by Canada Beef as described in this license agreement.
11. **General.** This Agreement is not assignable or transferable by Licensee without the prior written consent of Canada Beef. This Agreement sets forth the entire understanding for the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties.

By signing below, the authorized representatives of the parties indicate the understanding and agreement to the terms and conditions foregoing and their intention to form a binding agreement.

**AGREED:**

LICENSOR	LICENSEE
By: Canada Beef	By:
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date: