

CANADIAN BEEF LOGO 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, 6715-8th Street NE, Calgary, Alberta, Canada, T2E 7H7 and:

Authorized Company Representative:		
Company (Licensee):		
Brands:		
Country:		
Address:		
Phone:	Email:	Website:

The applicable trademark(s) are:



This mark is registered as official mark number 928076 under section 9(1)(n)(iii) of the Trademarks Act (Canada).



This mark is registered as official mark number 924149 under section 9(1)(n)(iii) of the Trademarks Act (Canada).

The parties agree as follows:

- 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 mark(s) set forth above together with any other marks authorized in writing by Canada Beef for the purpose of this Agreement (collectively, the "brand mark(s)") on or in connection with the marketing, distribution, sales and promotion of eligible products as specified in Section 10 below.
- Standards of Quality and Obligations** Licensee agrees that with respect to its use of the brand mark(s), licensee shall comply with (i) all applicable laws and regulations (including requirements of the Canadian Food Inspection Agency with respect to food product labelling and advertising) and (ii) the guidelines and other standards for use of the brand mark(s) provided by Canada Beef to Licensee. If notified that any use of the brand mark(s) does not comply with the foregoing, Licensee shall immediately rectify the improper use. The status of a licensee may be shown on a publicly available listing for use by end-user clients, consumers, and other interested stakeholders.
- Documentation** The Licensee agrees to maintain supporting documentation to demonstrate compliance with its obligations under Section 2 above, and this documentation will be made available to Canada Beef for the purposes of verifying compliance if requested.
- Reproduction** The Licensee agrees to reproduce and use the brand mark(s) in accordance with the most current Canadian Beef/Made with Canadian Beef Logo and Trademark Usage and Graphic Standards Guidelines provided to the Licensee.
- Pre-Approval of Promotional Materials** Licensee shall submit to Canada Beef any/all promotional materials bearing the brand mark(s) 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. If more than one instance occurs within any one calendar month where the required pre-approval is not obtained, permission to use the mark(s) may be withdrawn with written notice.

6. **Ownership and Goodwill** Licensee agrees that Canada Beef exclusively owns the brand mark(s) and any associated goodwill and that all use of the brand mark(s) by Licensee shall inure solely 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 brand mark(s) other than the right to use the brand mark(s) in accordance with this Agreement. Licensee agrees to promptly advise Canada Beef in writing as to any possible illegal use or infringement of the brand mark(s) of which it becomes aware.
7. **Compliance with Law and Indemnification** 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 arising out of Licensee's breach of this Agreement.
8. **Term and Termination** This Agreement shall become effective when signed by both parties and will be valid until the earlier of (i) two (2) years after the date of the last signature set forth below (unless extended by written agreement of the parties), and (ii) the date on which either party gives at least sixty (60) days' prior written notice of termination, provided termination with such notice may be with or without cause and a party who gives notice shall not be liable to the other for any loss, expense, liability, termination compensation or payments of any kind arising from termination, 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 brand mark(s).
9. **Notices** All notices and other communications under this Agreement shall be sent in writing to the address (including email 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. **Project Eligibility** Licensee agrees that it shall use the brand mark(s) on wholesale or retail packaging and/or promotion and advertising in Canada in compliance with applicable laws and regulations (including requirements of the Canadian Food Inspection Agency with respect to food product labelling and advertising).
- 1) With respect to all brand mark(s), all beef present in the food product must be sourced from Canadian cattle, as defined under applicable laws and regulations. As of October 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. Licensee shall not use the brand mark(s) in a manner that is misleading to the public (for example, placing a brand mark that contains the phrase "Canadian Beef" on trucks where products sold by Licensee contain beef from sources other than Canadian beef).
 - 2) With respect to the brand mark that contains the phrase "*Canadian Beef*", the food product must contain meat from Canadian cattle with no other ingredients of any type.
 - 3) With respect to the brand mark that contains the phrase "*Made with Canadian Beef*", the food product must contain meat from Canadian cattle 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 that the use of brand mark(s) satisfies the applicable regulatory requirements by maintaining documentation as required by the Canadian Food Inspection Agency. If the brand mark(s) are used in a manner not consistent with the requirements, the Canadian Food Inspection Agency may take enforcement action in addition to those that may be taken by Canada Beef as under this license Agreement.
11. **General** This Agreement is not assignable, sublicensable or transferable by Licensee without the prior written consent of Canada Beef. Canada Beef may place Licensee's logo on its materials (including its website and its online posts) to promote Licensee's relationship with Canada Beef, and the provisions of this Agreement shall apply as if Canada Beef is a licensee (which the necessary changes being made to reflect the change in context). This Agreement sets forth the entire understanding for the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties.
12. By signing below, the parties agree to the provisions of this Agreement.

AGREED:

LICENSOR

LICENSEE (Authorized Company Representative)

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