

Partnership for Food Safety Education

Be Food Safe™ RETAIL PLATFORM AGREEMENT

be food safe.

The Partnership for Food Safety Education (LICENSOR) makes the *Be Food Safe* quad logo (Brand logo) and modular logos available to Private Sector LICENSEE, a member in good standing of the Food Marketing Institute, for the purposes of promoting safe food handling practices by all Americans. Under this Trademark License Agreement (Agreement), organizations agreeing to comply with the terms and conditions set forth herein may be certified to use the Quad and module logos.

(Name of Company and city, state)

herein referred to as LICENSEE, has expressed interest in licensing the Brand logo as further set forth herein.

Effective on the data as subscribed below, the Brand logo and related materials LICENSEE agrees to the following terms and conditions:

1. Use of *Be Food Safe* - Clean, Separate, Cook, Chill Brand logo and modular logos

LICENSOR grants LICENSEE, its agents, and employees a non-exclusive, non-transferable, royalty-free license, without the right to sublicense, to use in the United States, the Brand logo by applying the Brand logo to promotional materials including, but not limited to advertising, point-of-sale materials, educational literature, web sites, products, posters, in accordance with, and in the form and manner prescribed in, the Platform Guidelines. The Platform Guidelines may be revised from time to time at the sole discretion of LICENSOR and can be found at www.befoodsafe.org/

2. Quality Maintenance Standards

LICENSEE shall comply at all times with the terms and conditions set forth in the Platform Guidelines. Images of the Brand logo provided by LICENSOR to LICENSEE may not be altered by LICENSEE in any way. Prior to distributing material bearing the Brand logo, LICENSEE may submit prototypes or samples to LICENSOR for approval and comment. LICENSEE understands and agrees that goodwill is attached to the logo and that LICENSEE will use logo only in the manner permitted in Platform Guidelines.

3. Restrictions

- A. No promotional activity may be undertaken by LICENSEE that could give the appearance of an endorsement by the Partnership for Food Safety Education of a specific product, service, or company. The use of PFSE's name on a specific product, service or company without prior approval is prohibited.
- B. Use of the Brand logo by anyone other than an authorized LICENSEE is strictly prohibited. A licensed participant can loan the Brand logo to a supplier/printer/vendor to apply to materials produced for sole use by the LICENSEE consistent with Platform guidelines. The supplier/printer/vendor, however, cannot then make the same materials available to others, unless that other company has a valid license/contract/agreement from LICENSOR.
- C. LICENSEE may not sell collateral materials with the Brand logo without prior written permission from LICENSOR.

4. Terms and Termination

- A. Term. This agreement shall commence on the date on which the last party to sign executes this Agreement and shall continue until the earlier of: (i) LICENSEE's ceasing to be a member in good standing of the Food Marketing Institute or, (ii) termination as provided herein. Either party may terminate this Agreement at any time without cause upon sixty (60) days' written notice to the other. Either party may terminate this Agreement after thirty (30) days from the delivery to the other party of written notice of material breach of a provision of any Section herein, or in the event of any developments that negatively impact the image of the LICENSOR, the Brand and Brand logo.
- B. Events Upon Termination. Upon termination or expiration of this Agreement for any or no reason, all rights and privileges granted to LICENSEE hereunder shall automatically terminate, without the need for further action on the part of LICENSOR, and LICENSEE shall promptly discontinue all use of the Brand log and remove the Brand logo from all future promotions. Notwithstanding the foregoing, and except in the case that this Agreement is terminated as the result of an uncured material breach by LICENSEE, LICENSEE may continue to sue the Brand logo until its existing inventory of materials on which the Brand logo is used is depleted.

5. Miscellaneous

- A. This Agreement shall be governed in accordance with the laws of the State of Delaware and the state and federal courts of the State of Delaware shall have exclusive jurisdiction over any dispute arising hereunder. Each of the parties further agrees that venue will be proper if, and only if, a suit or other proceeding arising out of this Agreement is commenced in either the State of Federal District Court located in the State of Delaware. The prevailing party in any legal action brought to enforce the terms of this Agreement shall be entitled to an award of its reasonable costs and attorney's fees expended in pursuing such action.
- B. This Agreement sets forth the entire agreement between the parties hereto and fully terminates and supersedes any and all prior agreements or understandings between the parties hereto and pertaining to the subject matter, no change in, modification of or addition, amendment or supplement to this Agreement will be valid unless set forth in writing and signed by authorized representatives of each of the parties. There are no representations, warranties, conditions, covenants or agreements between the parties other than as set forth herein.
- C. Any provision of this Agreement which may be prohibited by law or otherwise held invalid will be ineffective only to the extent of such prohibition or invalidity and will not invalidate or otherwise render ineffective any of the remaining provisions of this Agreement. The failure of either party to promptly enforce or seek remedy for the breach of any provision of this Agreement will not constitute a waiver of such provision or any part thereof. No term or provision will be deemed waived, and no breach hereof will be deemed consented to, unless such waiver or consent is in writing and signed by authorized representatives of each party which has given such waiver or consent. Any such waiver or consent will not constitute a waiver of, or consent to, any other provision.

By LICENSEE

Company Name _____

Authorized Signature _____ Date _____

Name & Title, primary contact person (please print) _____

Street Address _____

City, state, zip _____

Phone: _____ Fax: _____ Email _____