

***International Biodegradable Products Institute, Inc.***

**License Agreement & Certification Program**

**For Compostable Products**

\* \* \* \* \*

**Effective Date:** December 3, 2019

Cortec ("Licensee"), a corporation organized under the laws of Minnesota and with its principal place of business at 4119 White Bear Parkway St Paul MN 55110, through its duly authorized representative signing below, hereby acknowledges and agrees to be bound by the terms and conditions of this License Agreement, including the *Certification Scheme*<sup>1</sup> and *Logo Guidelines*<sup>2</sup> that are incorporated herein and made a part of this License Agreement, between Licensee and International Biodegradable Products Institute, Inc., a Delaware Corporation, with an address of 888 8<sup>th</sup> Ave., #141, New York City, NY 10019, (hereinafter "Licensor").

Cortec

By:   
(Authorized signatory)

Name: Boris Miksic

Title: President

Date: 12.4.2019


Phone: 651.429.1100

Email: info@cortecvci.com

Fax 651.429.1122

Certificate Number: 890974

International Biodegradable Products Institute, Inc.

By:   
\_\_\_\_\_

Name: Rhodes Yepsen

Title: Executive Director

Date:

Phone: 1-888-274-5646

Email: exec.dir@bpiworld.org

Fax: 508-858-0608

<sup>1</sup> [https://bpiworld.org/resources/Documents/BPI\\_Certification\\_scheme\\_2019.pdf](https://bpiworld.org/resources/Documents/BPI_Certification_scheme_2019.pdf)

<sup>2</sup> [https://bpiworld.org/resources/Documents/BPI\\_Logo\\_Guide\\_2019.pdf](https://bpiworld.org/resources/Documents/BPI_Logo_Guide_2019.pdf)

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# **LICENSE AGREEMENT**

**LICENSE AGREEMENT** effective December 3, 2019

("Effective Date") by and between International Biodegradable Products Institute, Inc. ("Licensor") and Licensee.

**WHEREAS**, Licensor has developed a Certification Program for Compostable Products (the "Certification Program");

**WHEREAS**, the Certification Program standards are set forth in this License Agreement and the document entitled *BPI Certification Scheme: Compostable products, resins, and intermediates according to ASTM D6400 and ASTM D6868*<sup>3</sup>;

**WHEREAS**, Licensor has developed, owns and has registered Certification Marks as set forth in **Exhibit A**, to identify products that have been certified in accordance with the Certification Program;

**WHEREAS**, Licensor has contracted with DIN CERTCO to perform certain services for Licensor in connection with the Certification Program.

**WHEREAS**, Licensee is a manufacturer and/or distributor of Product(s) which are advertised, promoted, distributed and sold to Customers using Licensee's trademarks and trade names, and Licensor has found such Products to comply with the criteria put forth in the Certification Program and Licensee desires to be licensed to use the Certification Marks on its Products.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

## **I. DEFINITIONS**

For the purpose of this License Agreement, the following definitions shall apply:

- a. **Applicant:** A party or entity which manufactures distributes or sells a Product and seeks certification of the Product in accordance with the Certification Program to become a Licensee herein.
- b. **Approved Testing Laboratory:** An independent laboratory that has demonstrated to DIN CERTCO and Licensor that it is ISO 17025 compliant and capable of satisfactorily completing the tests outlined in ASTM D6400 or D6868. Licensor will maintain and publish a list of current Approved Testing Laboratories.
- c. **ASTM D6400:** A standard specification adopted by the American Society for Testing and Materials and entitled *Standard Specification for Labeling of Plastics Designed to be Aerobically Composted in Municipal or Industrial Facilities*.
- d. **ASTM D6868:** A standard specification adopted by the American Society for Testing and Materials and entitled *Standard Specification for Labeling of End Items that Incorporate Plastics and Polymers as Coatings or Additives with Paper and Other Substrates Designed to be Aerobically Composted in Municipal or Industrial Facilities*.

<sup>3</sup> [https://bpiworld.org/resources/Documents/BPI\\_Certification\\_scheme\\_2019.pdf](https://bpiworld.org/resources/Documents/BPI_Certification_scheme_2019.pdf)

- e. **Certificate:** A document issued by Licensor to a Licensee certifying that the Product complies with ASTM D6400 or D6868 and is also in compliance with the Certification Program. The Certificate shall be substantially in the form as attached hereto as **Exhibit C**.
- f. **Certificate Number:** A unique identification number included in the Certificate and Certification Marks that is issued to a Licensee. The Certificate Number shall be used solely by the Licensee and may not be transferred to any other party. The Certificate Number shall be used to verify Licensee's active status, and the certification status of the Certified Products.
- g. **Certification Marks:** Certification Marks means Licensor's trademark registrations and/or applications owned or controlled by Licensor in the Territory as set forth in **Exhibit A**, attached hereto and made a part hereof, and used on or in connection with the Certified Products, and any other registered or common law trademarks of Licensor mutually agreed by the parties hereto for application to the Certified Products during the term of this License Agreement.
- h. **Certified Products:** Products certified in accordance with the Certification Program bearing the Certification Marks and manufactured by or for Licensee for distribution and sale in the Territory.
- i. **Territory:** The United States and Canada.
- j. **Certified User:** An entity that sells the Certified Products of Licensee using the trademarks and/or trade names of the Certified User and is approved herein by Licensor in accordance with the terms of this License Agreement.

## **II. GRANT OF AUTHORITY**

Licensor hereby grants to the Licensee, for the duration of this License Agreement, the non-exclusive right to advertise, promote, distribute and sell to Customers throughout the Territory, the Certified Products in association with the marks or brands owned or controlled by Licensee using the Certification Marks.

- a. Customers shall mean government entities, distributors, consumers and retailers, including retail outlets located within the Territory, chain store accounts, department stores and buying groups having a central buying office within the Territory and branch stores of a buying group or a chain store in the Territory which contract and pay for Certified Products from Licensee.
- b. Licensee agrees that it possesses no rights to sell the Certified and Labeled Products to exporters or others for resale or reshipment outside of the Territory. Licensee also agrees that it possesses no rights to sell the Certified Products using trademarks or trade names of another entity unless the Certified Products and labeling therefore are specifically approved by Licensor and such other entity is approved as a Certified User as provided for herein.
- c. A Certified User of the Certified Product may sell the Certified Product contingent on:

1. The fees specified for a Certified User in **Exhibit B** are paid prior to any shipment of the Certified Product; and
  2. The Certified Product sold by such Certified User is approved prior to any shipment of such Certified Product to Customers in the Territory as provided for herein, including but not limited to approval of the artwork containing the Certified User's name and trademarks and packaging for the Certified Product.
- d. Licensee shall not sublicense any of the rights granted to Licensee by Licensor hereunder. No right or license to grant sublicenses is created or given to Licensee by this License Agreement.
  - e. Notwithstanding the foregoing, if such Certified Products are sold to a distributor, Licensee may add *Distributed by XXXX* or words similar thereto or if sold to a government, government agency or municipality, Licensee may add such name or other indicia associated with such government, government agency or municipality.
  - f. Nothing contained in this License Agreement shall be deemed to imply any restriction on Licensee, their customers or their Certified Users to sell the Certified Products at such prices as each shall determine.
  - g. The certification of the Certified Product by Licensor is not intended to be, a substitute for or an indication of compliance with any federal, state or local regulations or other legal requirements that may apply to the sampling, testing, labeling, marketing, or use of the Certified Product. The obligation to comply with any such requirements remains with the Licensee and not with Licensor.

### **III. CERTIFICATE**

Where an application has been approved by DIN CERTCO and Licensor in accordance with the terms herein, and upon full execution of the License Agreement by Applicant, Licensor shall issue to the Licensee a Certificate that includes a Certificate Number. The Certificate shall be in the form attached hereto as **Exhibit C**. The Certificate shall be valid for the Term of this License Agreement or any renewals thereof and shall be effective only for the Certified Products listed on the Certificate.

### **IV. TERM OF LICENSE AGREEMENT**

The effective term of this License Agreement shall commence on the Effective Date hereof, and, unless terminated earlier in accordance with the provisions herein, shall continue in full force and effect for Three (3) years. Unless either party gives notice of non-renewal at least six (6) months prior to the expiration of the original term or any renewal thereof, this License Agreement shall be renewed on substantially the same terms and conditions, provided:

- a. Licensee shall recertify the Products in accordance with the Certification Program then in existence; and

- b. Licensee shall pay the applicable fees in effect at the time of such renewal.

## V. LICENSEE DUTIES

- a. The Licensee shall comply with all terms and conditions of the Certification Program and this License Agreement. Subject to the terms and conditions of the Certification Program, packaging for the Certified Product shall include the following:
  - 1. The name and description of the Certified Product, and the name of the manufacturer or distributor of the Certified Product;
  - 2. The Certification Marks, in the form provided in **Exhibit A**, with a Certificate Number.
- b. Subject to the terms and conditions of the Certification Program, the Certified Product shall similarly include the Certification Mark. When space constraints or other factors do not permit the use of the Certification Mark as required herein, the parties shall agree in writing to the manner of use of the Certification Mark on the Certified Product.
- c. Subject to the terms and conditions of the Certification Program, and the Certified User Agreement, **Exhibit D** attached hereto, the Licensee may use the Certification Marks in advertising material, sales documents and product information, provided that:
  - 1. The Certification Marks and all text contained therein are plainly readable;
  - 2. Such advertising material, sales documents and product information shall state the name of the manufacturer or distributor in close association with the Certified Product; and
  - 3. Such other information as necessary to comply with any applicable local, state or federal laws and regulations regarding advertising, product labeling, and/or product use.
- d. Licensee may use the Licensor's name in advertising and promotional materials only for the purpose of identifying the Certification Program. Licensee shall not suggest or imply in any manner that Licensor endorses the Certified Product or that Licensor believes that the Certified Product meets any standards other than those set forth in the Certification Program.
- e. Licensee shall pay all License fees set forth in **Exhibit B** as they become due.
- f. Licensee shall use the Certification Marks on or in connection with the Certified Product whenever it claims that the Certified Product is certified.
- g. The authority to use the Certification Marks is specific to Licensee. In the case of any manufacture of the Certified Products by a third party, **such third party**

**may not use the Certification Marks except for the benefit of Licensee.** If any such manufacturer uses the Certification Marks for any unauthorized purpose, Licensee shall cooperate fully in bringing such use to an immediate halt.

- h.** The Licensee may manufacture and sell the Certified Products for another party to be sold by them under the such party's trademarks or brand provided such party is registered as a Certified User and:

  - 1. The Licensee and Certified User complete **Exhibit D**, detailing the products to be manufactured, along with the trademarks and brands used and item numbers, e.g., SKU.
  - 2. The appropriate fees shall be paid, as specified in **Exhibit B**.
- i.** Upon receiving the completed documentation, the Licensor will issue a unique Certification Mark to be used on the Certified User's products. The term of use for the Certification Mark by such Certified User shall be concurrent with this License Agreement and terminate with this License Agreement.
- j.** Licensee shall cause to appear on all Certified Products and on all materials on or in connection with which the Certification Marks are used, such legends, markings, and notices as may be required by applicable law in order to give appropriate notice of any trademark or certification mark rights therein or pertaining thereto, including a notice that the such rights are owned by Licensor.
- k.** Licensee shall not use or permit the use of the Certification Mark on or in connection with any product or service, other than the Certified Products which are manufactured or sold by or for Licensee and which prominently display Licensee's trademarks and trade names. All Certified Products sold by Licensee with the Certification Mark affixed thereto shall also have Licensee's trademarks and/or trade names affixed thereto, unless the Certified Product is sold by a Certified User as identified in **Exhibit D**.
- l.** Licensee agrees to execute and deliver to Licensor such documents as Licensor requires to register Licensee as a Registered User or Permitted User of the Certification Marks or other Licensor marks that Licensee is using and to follow Licensor's instructions for proper use thereof in order that protection and/or registration for the Certification Marks or other Licensor marks may be obtained and/or maintained.
- m.** Licensee agrees not to use any Certification Marks or any trademarks incorporating all or any part of the Certification Marks or Licensor's name on any business sign, business cards, stationary or forms (except as licensed herein) or to use any Certification Marks or Licensor's name as the name of Licensee's business or any division thereof.
- n.** Licensee is not authorized to obtain, maintain and use the Certification Marks or Licensor's name, or any trademark incorporating all or any part of the Certification Marks or Licensor's name, as a domain name; provided, however, that with prior written review and permission of Licensor, Licensee and

Certified Users shall be permitted to use such marks and names on their websites. In case of such approval, Licensee shall strictly comply with the instructions of Licensor, including but not limited to, instructions to cease any such use of the names and marks.

- o. Licensee shall not use the Certification Marks in any manner which would bring the Certification Marks or Licensor into disrepute. Licensee shall not use the Certification Marks in any manner which is misleading, deceptive or is likely to cause confusion as to whether another product is certified or approved by Licensee; for example: by the use of the Certification Marks on or in close association with products which are not approved, that are detrimental to the composting process, e.g., glass products, plastics which are not degradable, toxic chemicals, or the sale of the Certified Products under the same trademark or a confusingly similar trademark as a product which is not certified.
- p. Licensee shall only use the Certification Marks on a finished product which has been certified hereunder. A Licensee that sells intermediates and/or ingredients (including, but not limited to inks, coatings, adhesives, fiber, paper, coated paper, coated board, films, sheet), which are Certified Products does not confer certification of end-products manufactured from such intermediates or ingredients and Licensee shall not expressly or by implication indicate such. Manufacturers or converters of finished products that include or use the Certified Products in their products are not entitled to or permitted to use the Certification Marks unless they apply for and are granted a license to use such Certification Marks.
- q. Licensee shall pay to Licensor the License fees set forth in **Exhibit B**. Such fees shall be made in U.S. funds within Thirty (30) days of the invoice date and shall be nonrefundable.

## **VI. CONTROL AND INSPECTION**

### **a. By Licensee**

- 1. Licensee shall ensure that the Certified Products shall at all times conform to the Certification Program and be substantially identical to the Product certified herein in composition and process of manufacture.
- 2. Licensee shall keep (a) records of the quantities of Certified Products sold and/or distributed; and (b) the results of any tests of such Certified Products, including but not limited to test methods specified in or related to certification, the Certification Program and the License Agreement. Upon request, from Licensor, Licensee shall provide quarterly reports relating to such information. Licensor shall keep all sales or distribution information strictly confidential.



3. Licensee shall notify Licensor in a timely manner of any substantive change in the formulation of the Certified Products or substantive change in the manufacturing procedures, and if deemed appropriate by Licensor, Licensee shall take steps to obtain new certification for such products.
4. Licensee shall notify Licensor in a timely manner of all new items, e.g., by SKU, item number, or trademark, that are considered to be Certified Products. Similarly, Licensee shall notify Licensor in a timely manner of any products that are discontinued and no longer sold commercially as Certified Products.

**b. By Licensor**

1. Prior Approval of Use of Certification Marks. Prior to beginning any new production, marketing, or distribution of any Certified Product, Licensee shall submit to Licensor all proposed artwork, graphic material, sales material and product blueprints depicting the Certification Marks, certification, benefits claimed, including but not limited to claims relating to such certification, and obtain Licensor's advance written approval that such materials are appropriate and consistent with this License Agreement and the Certification Program. Licensee shall also submit to Licensor a current list of all brand names, trade names, trademarks, and item numbers, part numbers and/or SKU (Stock Keeping Units) associated with the Certified Product to be sold.
2. Right of Inspection. Licensee shall permit representatives of Licensor during normal business hours to inspect: (i) the places where Licensee manufacturers and stores the Certified Products to ensure conformity with the License Agreement and Certification Program; (ii) Licensee's records of tests made with respect to Certified Products; and (iii) any additional Licensee documents relevant to Licensee's compliance with the License Agreement and Certification Program.
3. Right to Obtain Samples. Upon request by Licensor, Licensee shall furnish to Licensor, for purposes of reviewing Licensee's compliance with this License Agreement and the Certification Program, such reasonable number of samples of the Certified Products, packaging or sales material as may be required by Licensor. Licensee shall also permit representatives of Licensor during normal business hours to select and take away from the places where the Certified Products are stored a reasonable number of samples for compliance verification, review and investigations as provided in the Certification Program.

## **VII. RIGHTS TO CERTIFICATION MARKS**

- a. Licensee acknowledges that any and all rights created by the introduction, registration and use of the Certification Marks and related marks are the sole property of Licensor.
- b. Licensee shall refrain, in all countries of the world, from:
  - 1. Registering a mark, symbol, or logo that is identical or confusingly similar to the Certification Marks, for any goods or services whatsoever;
  - 2. Using for any purpose any mark, symbol or logo that is identical or similar to the Certification Marks except as set forth in this License Agreement;
  - 3. Opposing the use and/or the registration of a mark, symbol or logo owned by Licensor that is identical or similar to the Certification Marks, or contesting the validity of such registration; or
  - 4. Causing or assisting any person or entity to do any of the above.
- c. The provisions in this paragraph shall remain binding upon Licensee after any termination of this License Agreement, regardless of the cause of such termination.
- d. Licensor shall be responsible for registering and maintaining exclusive proprietary rights to the Certification Marks in the Territory at all times to ensure it has the authority to grant the rights granted to Licensee hereunder. Licensor shall defend and protect the Certification Marks against infringement or any claim by third parties relating to Licensees use of the Certification Marks.

## **VIII. RESPONSIBILITY AND INDEMNIFICATION**

- a. Licensee shall be solely responsible for, and assumes all risk of property damage, personal injury, including death, or other damages of any kind arising out of or relating to: (i) the use, misuse, sale and resale of any of its products or related goods;; (ii) any and all representations about any of its goods or products; (iii) the failure to comply with any applicable laws, codes, and regulations relating to Licensee's goods or products; and (iv) any of the Licensee's negligent acts or omissions, or its willful misconduct. Such responsibility to any and all goods of Licensee, whether or not such products or goods are the Certified Products.
- b. Licensee shall indemnify and hold Licensor, DIN CERTCO , any of their parent companies 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 (collectively, the "Licensor Indemnified Parties"), harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses arising out of or related to Licensee's participation in the

Certification Program, the use or misuse of Licensee's products, any negligent acts or omissions of Licensee, Licensee's willful misconduct, or any breach by Licensee of this License Agreement. Limited to the foregoing indemnity, Licensee agrees to defend and hold the Licensors Indemnified Parties harmless at no cost or expense to the Licensors Indemnified Parties whatsoever. The Licensors Indemnified Parties, if deemed reasonably necessary by a Licensors Indemnified Party, shall have the right to defend any such action or proceeding with attorneys of its own selection, with such attorney costs or expenses being indemnified by Licensors.

- c. Licensee agrees that, in the event that one or more of the Licensors Indemnified Parties is not a named party but is involved in legal proceedings (including receipt of subpoenas for documents or testimony) concerning Licensee or its products or services due to any neglect acts or omissions of Licensee, Licensee's willful misconduct, or any breach by Licensee of this License Agreement, Licensors or the Licensors Indemnified Party shall notify Licensors and the Licensors shall reimburse the Licensors Indemnified Party for all reasonable expenses, including attorneys' fees, related to those proceedings concerning Licensors, its products and/or its services.
- d. Licensors and DIN CERTCO shall have no liability to any other party hereto or any third party with respect to their obligations under the License Agreement or Certification Program for any consequential, exemplary, special, incidental, or punitive damages (including lost profits and revenues) even if they have been advised of the possibility of such damages. In any event, the collective liability (if any) of Licensors and DIN CERTCO shall be limited to the total amount actually paid to Licensors under this License Agreement, which shall only include certification fees and annual membership fees. This limitation applies to all claims in the aggregate, including, without limitation, claims based on breach of contract, breach of warranty, professional negligence, strict liability, misrepresentations, and other torts or claims.

- IX. Licensee agrees that any disclaimers of representations, disclaimers of warranties, any limitations of liability of Licensors, and/or any protection afforded to Licensors in this License Agreement shall be equally applicable to DIN CERTCO as if DIN CERTCO were specifically named in such provision or a signatory to this License Agreement.
- X. The provisions of this Paragraph shall survive the expiration or any termination of this License Agreement.

## **XI. TERMINATION**

- a. Either party may terminate this License Agreement immediately by giving written notice to the other party in the following circumstances:
  - 1. bankruptcy or insolvency of the other party;

2. the voluntary or involuntary liquidation of the other party;
  3. the appointment of a receiver, trustee or other third party to control the assets or business affairs of in the other party;
  4. the sale, transfer, assignment or any other relinquishment of possession by the other party of its business or assets;
  5. the merger and/or consolidation of the other party with another entity that is unacceptable to the party giving notice; or
  6. the other party ceases to operate as a viable business entity.
- b. Either party may terminate this License Agreement upon notice to the other party if such other party has failed to observe any of its obligations hereunder and has not corrected such default within sixty (60) days of receipt of notice of protest from the non-defaulting party, or if it cannot be corrected in such time, fails to take reasonable steps to correct such default.
  - c. Licensor shall have the right to immediately terminate this License Agreement if the Licensee is subject to an investigation in accordance with Certification Program and is found to be in violation of the Certification Program, or is or found by a judicial or administrative authority to be in violation of any federal, state or local laws or regulations to which the Certified Product is subject, or to which the Licensee is subject with respect to the Certified Product.
  - d. Licensee may terminate this License Agreement, for any reason or no reason at all, upon Thirty (30) days written notice to Licensor.
  - e. Termination of the License shall automatically and immediately terminate the Certificate issued for the Certified Product.
  - f. Upon expiration or termination of this License Agreement for any reason, the Confidentiality provisions herein shall survive the termination of this License Agreement.
  - g. The expiration or termination of this License Agreement shall not in any way operate to impair or destroy any of the rights or remedies of either party, or to relieve either party of its obligations to comply with any of the provisions of this License Agreement which shall have accrued prior to the date of expiration or termination.

## **XII. RIGHTS AND RESTRICTIONS UPON TERMINATION**

- a. Within thirty (30) days of the date of expiration or termination of the License Agreement, Licensee shall inform Licensor in writing of the number of the Certified Products in stock and in process and shall detail any orders received for the Certified Products for which manufacture has not yet commenced production. Upon reasonable notice and at a time mutually agreed to by the parties, Licensor shall have the right to affirm the inventory of such Certified Products in the control or possession of Licensee and/or its permitted Certified Users.
- b. Upon termination, Licensor shall enable Licensee to disperse its remaining stock of Certified Products without removing the Certification Marks, provided that (a) at the time of termination, such Products had already been placed in packaging bearing the Certification Marks; (b) such Products and the use of the Certification Marks with respect to such Products comply with the Certification Program ; (c) Licensee shall permit Licensor, at its sole discretion, to inspect such Products for compliance with the Certification Program; and (d) such dispersal is carried out in accordance with all the terms of the Certification Program within a period of six (6) months following the date of termination.
- c. Except as provided for herein, upon expiration or termination of this License Agreement, Licensee shall immediately cease any and all use of the Certification Marks, and Licensee shall cause its permitted Certified Users to immediately cease any and all use of the Certification Marks, and Licensee shall not thereafter use, or allow its permitted Certified Users to use, any colorable imitations of the Certification Marks or of any trademark, trade name, designation or descriptive term which is similar to or confusing with the Certification Marks.

## **XIII. CONFIDENTIALITY**

All rights and obligations of the *Confidential Disclosure Agreement* executed by Licensor and Licensee are incorporated herein by reference and are in full force and effect. Notwithstanding the foregoing, DIN CERTCO or Licensor, upon reasonable prior written notice to Licensee, may disclose (1) the existence of a review, appeal or investigation; (2) the names of the Licensee and the Certified Product for which a Certificate and License have been issued; (3) test results submitted; (4) the official minutes of the proceedings of the Product Review Panel and the Scientific Review Committee as specified in the Certification Program, regarding Licensee's application; and (5) any other information that Licensor deems appropriate to share with the public in order to generate confidence in Licensor, the Certification Marks and the Certification Program.

#### **XIV. MISCELLANEOUS**

- a. Nothing in this License Agreement shall be construed to create between the parties hereto any relationship of agency, partnership, employment or joint venture. The parties shall refrain from any and all acts or omissions which might create a contrary impression in minds of third parties, and Licensee shall not incur any liability on behalf of Licensor.
- b. All notices and communications permitted or required under the Certification Program will be sent by e-mail, telecopy, or by registered or certified first-class mail, postage pre-paid, return receipt requested, to the addresses specified herein. Either party may change its address by sending a notice to the other party that meets the above requirements.
- c. If any part of the License 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 the License Agreement shall remain in full force and effect.
- d. This License Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter, including but not limited to, all previously executed License Agreements and the Amendments thereto, and supersedes all prior discussions and agreements, whether written or oral, relating to such subject matter. No changes in, modification or waiver of any of the terms or conditions of this License Agreement shall be effective unless agreed to in a post-dated writing referring to this License Agreement and signed by the duly authorized representatives of each party.
- e. Failure or delay of Licensor or Licensee to exercise any right, power or remedy provided in the License Agreement or to insist upon strict adherence to any provision of the License Agreement will not operate as a waiver.
- f. The Certification Program shall be governed by and construed under the internal laws (not the conflict laws) of the State of Delaware.
- g. Except as provided for herein, all disputes, controversies or differences which may arise between the parties hereto, out or in relation to or in connection with the License Agreement or any breach thereof, which cannot be settled amicably will be settled finally and bindingly by arbitration under the Commercial of the American Arbitration Association by one (1) arbitrator in New York City, New York or other location to be agreed upon. Any award or judgment on the decision of the arbitration shall be enforceable through entry in any court of competent jurisdiction.

Notwithstanding the foregoing, this clause shall not be construed to limit or to preclude Licensor from bringing any action in any court of competent jurisdiction for injunctive or other provisional relief as necessary or appropriate.

- h. Neither this License Agreement nor any right, benefit or obligation arising hereunder shall be assignable or transferable by Licensee to any successor of Licensee by merger, takeover, operation of law or otherwise or to any third party without the prior written consent of Licensor. In the event that Licensee attempts to assign or sublicense this License Agreement without the prior written consent of Licensor, such assignment or sublicense shall be void and shall be deemed a material breach of this License Agreement.

## **XV. INVESTIGATIONS**

### **1) Compliance Verification Review**

- a) Licensor, or representatives of Licensor acting on behalf of Licensor, may, from time to time, require a verification assessment to be performed on a Certified Product. For this purpose, authorized agents of Licensor or DIN CERTCO shall anonymously purchase five (5) samples of the Certified Product. If that is not possible, upon written notice to Licensee, samples of the Certified Product will be provided by Licensee from routine production.
- b) The samples of Certified Product shall be tested for compliance with ASTM D6400 or D6868. The testing shall be performed by an DIN CERTCO recognized Testing Laboratory designated by Licensor or DIN CERTCO, provided that such recognized Testing Laboratory shall satisfy Licensor that it does not have a Conflict of Interest with the Licensee. Costs of such testing shall be paid in advance by the Licensee.
- c) Licensor may also assess the samples of Certified Product for compliance with the terms and conditions of the Certification Program and the License Agreement.
- d) Licensor shall notify the Licensee of the results of such testing and assessment.
- e) If Licensor or DIN CERTCO determines that the samples of the Certified Product do not meet ASTM D6400 or D6868 or otherwise do not comply with these Program Rules or the License Agreement, Licensor shall so notify the Licensee in writing, with a detailed statement of the reasons for such determination, and the actions to be taken by Licensor and/or Licensee.

### **2) Investigation of Third-Party Complaints**

DIN CERTCO on behalf of Licensor shall investigate any written complaints received from any third party that a Certified Product or a product that alleges certification by Licensor does

not biodegrade and disintegrate when composted in a well-managed composting facility, or otherwise does not meet ASTM D6400 or D6868 or the Certification Program.

- a) Investigation of Composting Facility Operating Conditions. If the foregoing complaint appears to be in good faith and potentially valid, DIN CERTCO shall ask the complainant to provide information sufficient to demonstrate that the operation of the composting facility giving rise to the complaint was operating in accordance with best composting management practices. In particular that the composting facility operating in accordance with, for example, the current edition of the Compost Facility Operating Guide (© U.S. Composting Council 1994 and 1997), as may be amended from time to time. DIN CERTCO may at its discretion consult with persons with technical expertise regarding best composting management practices and the Compost Facility Operating Guide. The results of such consultation and any tentative determinations made by the DIN CERTCO shall be submitted to the Scientific Chair, who will create a Product Review Panel designated as follows:
  - i) The Chair shall designate three outside members, who shall be determined to have no Conflict of Interest with Licensee, to serve with the Chair as a Product Review Panel to investigate the Complaint. If any two (2) or more of the members of the Product Review Panel other than the Chair determine that the complaint was caused by improper operation of the facility, the complaint shall be deemed “not valid” and dismissed, and the Chair shall so notify the Licensee and the complainant promptly in writing. If the complaint is deemed valid, the investigation shall proceed as follows.
  - ii) Verification of Samples of Certified Product: The Product Review Panel shall obtain five (5) samples of Licensee’s Certified Product, and shall have DIN CERTCO or an Approved Testing Laboratory (which shall first confirm that it does not have a Conflict of Interest with respect to the Licensee) assess whether the samples are substantially identical to the Licensee’s Product that was certified through the Certification Program. In particular, assessment will be made of (a) maximum permissible wall thicknesses, layer thicknesses, and densities, and (b) the number and/or concentration of additive(s) or intermediate(s). For the purpose of (b), an infrared transmission spectrum and an X-ray emission spectrum shall be recorded for each sample.
  - iii) If the analyses indicate that all five (5) samples are identical to or substantially identical to the Certified Product, then the investigation shall be concluded, and the Chair shall so notify the complainant and the Licensee.
- b) Further Investigation and Enforcement Procedures: Two or Fewer Complaints in Past Year. If no more than one of the five (5) samples is not substantially identical to the Certified Product,



and if Licensor has received a total of two or fewer complaints from different facilities regarding the Certified Product over the 365 days prior to receipt of the complaint under review, DIN CERTCO Shall obtain and conduct tests as provided in chapter VI 2) a) ii) on an additional (10) samples of the Certified Product.

- i) If the analyses indicate that all ten (10) samples are identical to or substantially identical to the Certified Product, then the investigation shall be concluded and DIN CERTCO shall so notify the complainant and the Licensee.
- ii) If two (2) or more of the initial five samples, or two (2) or more of the additional ten samples are not substantially identical to the Certified Product:
  - a. If the deviation from the Product Range is due to the presence of a new ingredient not identified in the original application for certification of the Product, DIN CERTCO Shall immediately notify the Licensor and Licensee that the Certificate and the license granted by the License Agreement is terminated immediately.
  - b. If the deviation is due to differing dimensions (e.g., wall thicknesses) and/or differing ratios of Product ingredients identified in the original application for certification, the Licensee shall submit a new application for a Product with such differing dimensions and/or ratios within Thirty (30) days. If such application is not submitted within this period of time, or an agreed upon extension of such time, the License Agreement and Certificate will be terminated immediately.
- c) Further Investigation and Enforcement Procedures: Three or More Complaints in Past Year.  
If one or more of the five (5) samples is not substantially identical to the certified Product, and Licensor has received a total of three or more complaints from different facilities regarding the Product over the 365 days prior to receipt of the complaint under review, DIN CERTCO shall obtain and conduct tests as provided in chapter VI 2) a) ii) on an additional (10) samples of the Certified Product.
  - i) If the analysis indicates that all ten (10) samples are identical to or substantially identical to the Certified Product, then the investigation shall be concluded and DIN CERTCO shall so notify the complainant, Licensor and the Licensee.
  - ii) If two (2) or more of the initial five samples, or one (1) or more of the additional ten samples are not substantially identical to the Certified Product, DIN CERTCO shall immediately notify the Licensor and the Licensee that the Certificate and the license granted by the License Agreement are terminated.

- d) Testing under ASTM D6400 or D6868. At any time, DIN CERTCO or the Licensor may require the complained-of Product to be tested for compliance with ASTM D6400 or D6868, at the expense of the Licensee. If the test results show that the Product does not comply with the Certification Program, DIN CERTCO shall immediately notify the Licensee and the Licensor that the Certificate and License granted by the License Agreement with respect to the Product are terminated.
- i) At any time during the investigations by DIN CERTCO, the Licensee may submit, and DIN CERTCO shall review, any information that the Licensee believes is relevant to determining the compliance of the Certified Product with ASTM D6400 or D6868.
- ii) After DIN CERTCO has completed its investigations and before any decision by DIN CERTCO is made, and solely at the discretion of the Licensor, the Licensor may hold a hearing to review such test results. The Licensee and the complainant(s) shall each be given advance notice of such a hearing, and invited to participate through telephone, personal appearance, or written submissions.

## **XVI. GENERAL GUIDELINES FOR REVIEWS AND INVESTIGATIONS**

### **a. Documentation**

All proceedings of and decisions by the Product Review Panel and DIN CERTCO shall be thoroughly documented and maintained by Licensor.

### **b. Conflict of Interest**

A Conflict of Interest shall be deemed to exist when DIN CERTCO, the Chair or member of the Product Review Panel:

- a. is an officer, director, or employee of Applicant or Licensee or any of its business competitors;
  - b. has had, within the past twelve (12) months, a substantial business relationship with or a substantial financial interest in Applicant or Licensee, or any of its officers, employees, or directors, or business competitors, or
  - c. has a familial relationship with any of the Applicant's or Licensee's officers, employees, or directors, or any of its business competitor's officers, employees, or directors.
- b) DIN CERTCO, the Chair or a member of the Product Review Panel who has a Conflict of Interest with an Applicant or Licensee, as the case may be, shall not participate in any way in (a) the review of an application by such Applicant; (b) the review of an appeal by such Applicant; (c) an investigation into the compliance by such Licensee with the Certification Program or the terms of the License Agreement; or (d) an investigation into a third-party complaint regarding the Certified Product.

- c) Before becoming involved with any of the activities specified herein, the Chair and each member of the Product Review Panel or DIN CERTCO, as appropriate, shall confirm in writing to the Chair and to the Applicant or Licensee, as appropriate, that he or she does not have a Conflict of Interest with the Applicant or Licensee. If such a person cannot or does not so confirm the lack of a Conflict of Interest, a Conflict of Interest will be presumed to exist. Should a Conflict of Interest arise at any time while an application, appeal, or investigation is pending, such person shall have a continuing duty to identify and disclose in writing such Conflict of Interest.
- d) Where a Conflict of Interest exists:
  - a. In the case of an application review or an investigation, the person shall be replaced by another qualified expert; and
  - b. In the case of an appeal, the person shall recuse himself or herself from the review process.
- e) Notwithstanding the above, a Conflict of Interest shall not exist where the conflict is due to a person's relationship with a competitor of the Applicant or Licensee, and such Applicant or Licensee has waived such conflict in writing.

### 3) Withdrawal

An Applicant may withdraw its application or appeal at any time, upon written notice to Licensor, provided that under no circumstances will the review or appeal fee be returned to the Applicant once it has been received by Licensor. If an application is withdrawn, Licensor shall promptly return all submitted information to the Applicant.

## **XVII. GENERAL PROVISIONS**

### 1) Revisions

The Certification Program, at Licensor's sole discretion, may, from time to time, upon reasonable written notice to Licensee, be unilaterally amended by Licensor.






### 2) Implementation of Revisions to Referenced Standards or Regulations

- a) Upon adoption of a revision to Standards ASTM D6400 or ASTM D6868, DIN CERTCO shall publish an effective date of implementation. All Certified Products shall be verified as complying with the requirements of the revised Standards in effect and implemented by DIN CERTCO at the time of submission of Applicant's or Licensee's request for Certification.

- b) Products submitted for Certification after the date of adoption of a revision to these Standards and prior to the effective date of implementation may be evaluated and tested against the previous version of the Standard.

# **Exhibit A**

## **CERTIFICATION MARKS**

1.		Primary US (two color). For products and packaging sold in the <b>United States and Canada</b> . The text incorporated in the artwork is required to fulfill the requirements of the Federal Trade Commission's Environmental Marketing Guides.
2.		Primary (one color). Alternative for products and packaging sold in the United States and Canada.
3.		Primary Canada (two color). For use on all products sold <b>ONLY</b> in Canada.
4.		Primary Canada (one color). Alternative for use on all products sold <b>ONLY</b> in Canada.
5.		Secondary (two color and one color). For use only on <b>small products and packaging</b> where space is tight and the "qualification language" would not be legible. Appropriate qualification language must still be used if possible.
<p>The usage of these logos is further detailed in BPI's Certification Logo Guidelines.  <a href="https://bpiworld.org/resources/Documents/BPI_Logo_Guide_2019.pdf">https://bpiworld.org/resources/Documents/BPI Logo Guide 2019.pdf</a></p>		

# **EXHIBIT B**

## **SCHEDULE OF PROGRAM** **APPLICATION AND** **LICENSE FEES**

## **EXHIBIT B**

### **SCHEDULE OF PROGRAM APPLICATION AND LICENSE FEES**

The following fees are effective as of the Effective Date of the License Agreement. These Fees may be changed from time to time, upon at least thirty days' notice to Licensee and Certified Users

**New Certification (valid for three years):** \$1,500 per product for which certification is sought; a non-refundable \$500 cancelation fee may be charged, should the application be canceled after work has been performed.

**Re-Certification (every three years):** \$ 1,000 per Certification Review.

**Modified Certification:** \$500 per Review for simple modifications (e.g., adding a printing ink); does not add time to the validity period.

**Appeal Fee:**

To be determined prior to initiation of the appeal process, based on the estimated time required to process the appeal

**Annual License Fee:**

\$3,000/yr. for a Licensee (in addition to Fee for Certification).

There will be a \$500/yr. deduction if the Licensee is a member of the US Composting Council or Compost Council of Canada

\$500/year for each Certified User where the fee is paid for by the Licensee along with Licensee's Annual License Fee. Initial fee may be prorated, and discounts for more than Five (5) Certified Users may apply.

Fees are to be paid annually on the anniversary of certification within 30 days of invoicing.



# **EXHIBIT C**

## **FORM FOR CERTIFICATE**

### **FOR RESINS (INTERMEDIATES) & PRODUCTS**

***CERTIFICATE***  
***For Products***  
***(Final Certificate will be included in signed license agreement).***

THIS IS TO CERTIFY that the following Products have been found to comply with the specifications established in the American Society for Testing and Materials ASTM D6400-\_\_\_ or ASTM D6868-\_\_\_ in accordance with the terms and conditions of the “International Biodegradable Products Institute, Inc. Licensing & Certification Program for Compostable Products”:

**Products:**

The following items sold by *[name of Company]* Compostable Bags, natural or green tinted with minimal black print, with a maximum thickness of 3.0 mil (75 µm), sold under the trade mark Xyz.

as further described in the application and related information submitted to the International Biodegradable Products Institute, Inc. by *[name of Company]*, (the “Licensee”) a corporation of *[State or Country of Incorporation]*.

This Certificate authorizes the Licensee to use the International Biodegradable Products Institute, Inc. Certification Marks depicted below in relation to such Certified Products, subject to all conditions and terms of the License Agreement & Certification Program between the International Biodegradable Products Institute, Inc. and the Licensee.



**Valid Until: Date**  
**Certificate #:**

# ***CERTIFICATE***

## ***For Resins (Intermediates)***

**THIS IS TO CERTIFY** that the following *[RESINS]* have been found to comply with the specifications established in the American Society for Testing and Materials ASTM D6400-\_\_\_ or ASTM D6868-\_\_\_ in accordance with the terms and conditions of the “International Biodegradable Products Institute, Inc. Licensing & Certification Program for Compostable Products:

**Products:**

The following items sold by **THE COMPANY** provide description, marketed under the trade mark **Xyz**.

as further described in the application and related information submitted to the International Biodegradable Products Institute, Inc. by *[name of Company]* (the “Licensee”) a corporation of *[State or Country of Incorporation]*.

This approval is for RESINS only. Manufacturers and converters using these RESINS to manufacturer other products must seek a separate International Biodegradable Products Institute, Inc. certification in order to use the International Biodegradable Products Institute, Inc. Certification Marks or claim such certification.

This Certificate authorizes the Licensee to use the International Biodegradable Products Institute, Inc. Certification Marks depicted below in relation to such RESINS, subject to all conditions and terms of the License Agreement & Certification Program between the International Biodegradable Products Institute, Inc. and the Licensee.



**Valid Until: Date**  
**Certificate #:**

# **Exhibit D**

## **CERTIFIED USER AGREEMENT AND PRODUCTS**

## **CERTIFIED USER AGREEMENT AND PRODUCTS**

Name

Company:

Address

City, State, Zip

Effective Date: \_\_\_\_\_

Dear Applicant:

BPI has granted to [ Name of Licensee] ("Licensee") a License Agreement granting them the non-exclusive right to advertise, promote, distribute and sell, certain Certified Products in association with the BPI Certification Marks. A copy of this License Agreement is attached to this letter.

Your company has been granted a license under this License Agreement to use the BPI Certification Marks on the sale of Certified Products purchased from the Licensee, subject to the terms of the License Agreement.

You agree that prior to beginning any new production, marketing, or distribution of any the Certified Products purchased from the Licensee, you shall submit to BPI all proposed artwork, graphic material, sales material and product blueprints depicting the Certification Marks, certification, benefits claimed, including but not limited to claims relating to such certification, and obtain BPI's advance written approval that such materials are appropriate and may be used by you.

You also agree to submit to BPI and Licensee a current list of all brand names, trade names, trademarks, and item numbers, part numbers and/or SKU (Stock Keeping Units) associated with the Certified Product to be sold by you. Attached is a list of your Certified Products that have been approved. This list may be amended in writing from time to time as agreed to by you, the Licensee and BPI.

You also agree that BPI and/or Licensee may periodically review your use of the Certification Marks and the quality of your products for compliance with the License Agreement.

You further agree that all the required Licensing Fees for the use of the Certification Mark shall be paid by the Licensee to BPI within thirty days of invoicing therefore.

You also agree that you will only use the Certification Marks only in conjunction with Certified Product purchased from Licensee and shall not use them on any other products.

Upon signing this letter, BPI shall issue to you a Certificate that includes a Certificate Number.

Very truly yours,

i. RY/Exec

CERTIFIED USER

By: \_\_\_\_\_

(Authorized signatory)

Name:

Title:

Date:

Phone:

Email:

Fax:

Certificate Number: \_\_\_\_\_

LICENSEE

By: \_\_\_\_\_

Name:

Title:

Date:

Phone:

Email:

Fax:

International Biodegradable Products Institute, Inc.

By: \_\_\_\_\_

Name: Rhodes Yepsen

Title: Executive Director

Date:

Phone: 1-888-274-5646

Email: [exec.dir@bpiworld.org](mailto:exec.dir@bpiworld.org)

Fax: 508-858-0608

**CERTIFIED USER PRODUCTS**

BPI Licensee	BPI Licensee Item Numbers	Descriptions of Certified Items to be sold by Certified User	Certified User Item Numbers





- c) Before becoming involved with any of the activities specified herein, the Chair and each member of the Product Review Panel or DIN CERTCO, as appropriate, shall confirm in writing to the Chair and to the Applicant or Licensee, as appropriate, that he or she does not have a Conflict of Interest with the Applicant or Licensee. If such a person cannot or does not so confirm the lack of a Conflict of Interest, a Conflict of Interest will be presumed to exist. Should a Conflict of Interest arise at any time while an application, appeal, or investigation is pending, such person shall have a continuing duty to identify and disclose in writing such Conflict of Interest.
- d) Where a Conflict of Interest exists:
  - a. In the case of an application review or an investigation, the person shall be replaced by another qualified expert; and
  - b. In the case of an appeal, the person shall recuse himself or herself from the review process.
- e) Notwithstanding the above, a Conflict of Interest shall not exist where the conflict is due to a person's relationship with a competitor of the Applicant or Licensee, and such Applicant or Licensee has waived such conflict in writing.

### 3) Withdrawal

An Applicant may withdraw its application or appeal at any time, upon written notice to Licensor, provided that under no circumstances will the review or appeal fee be returned to the Applicant once it has been received by Licensor. If an application is withdrawn, Licensor shall promptly return all submitted information to the Applicant.

## **XVII. GENERAL PROVISIONS**

### 1) Revisions

The Certification Program, at Licensor's sole discretion, may, from time to time, upon reasonable written notice to Licensee, be unilaterally amended by Licensor.






### 2) Implementation of Revisions to Referenced Standards or Regulations

- a) Upon adoption of a revision to Standards ASTM D6400 or ASTM D6868, DIN CERTCO shall publish an effective date of implementation. All Certified Products shall be verified as complying with the requirements of the revised Standards in effect and implemented by DIN CERTCO at the time of submission of Applicant's or Licensee's request for Certification.

- b) Products submitted for Certification after the date of adoption of a revision to these Standards and prior to the effective date of implementation may be evaluated and tested against the previous version of the Standard.

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2.		Primary (one color). Alternative for products and packaging sold in the United States and Canada.
3.		Primary Canada (two color). For use on all products sold <b>ONLY</b> in Canada.
4.		Primary Canada (one color). Alternative for use on all products sold <b>ONLY</b> in Canada.
5.		Secondary (two color and one color). For use only on <b>small products and packaging</b> where space is tight and the "qualification language" would not be legible. Appropriate qualification language must still be used if possible.
<p>The usage of these logos is further detailed in BPI's Certification Logo Guidelines.  <a href="https://bpiworld.org/resources/Documents/BPI_Logo_Guide_2019.pdf">https://bpiworld.org/resources/Documents/BPI_Logo_Guide_2019.pdf</a></p>		

# **EXHIBIT B**

## **SCHEDULE OF PROGRAM** **APPLICATION AND** **LICENSE FEES**

## **EXHIBIT B**

### **SCHEDULE OF PROGRAM APPLICATION AND LICENSE FEES**

The following fees are effective as of the Effective Date of the License Agreement. These Fees may be changed from time to time, upon at least thirty days' notice to Licensee and Certified Users

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**Re-Certification (every three years):** \$ 1,000 per Certification Review.

**Modified Certification:** \$500 per Review for simple modifications (e.g., adding a printing ink); does not add time to the validity period.

**Appeal Fee:**

To be determined prior to initiation of the appeal process, based on the estimated time required to process the appeal

**Annual License Fee:**

\$3,000/yr. for a Licensee (in addition to Fee for Certification).

There will be a \$500/yr. deduction if the Licensee is a member of the US Composting Council or Compost Council of Canada

\$500/year for each Certified User where the fee is paid for by the Licensee along with Licensee's Annual License Fee. Initial fee may be prorated, and discounts for more than Five (5) Certified Users may apply.

Fees are to be paid annually on the anniversary of certification within 30 days of invoicing.

# **EXHIBIT C**

## **FORM FOR CERTIFICATE**

### **FOR RESINS (INTERMEDIATES) & PRODUCTS**

***CERTIFICATE***  
***For Products***  
***(Final Certificate will be included in signed license agreement).***

THIS IS TO CERTIFY that the following Products have been found to comply with the specifications established in the American Society for Testing and Materials ASTM D6400-\_\_\_ or ASTM D6868-\_\_\_ in accordance with the terms and conditions of the “International Biodegradable Products Institute, Inc. Licensing & Certification Program for Compostable Products”:

**Products:**

The following items sold by *[name of Company]* Compostable Bags, natural or green tinted with minimal black print, with a maximum thickness of 3.0 mil (75 µm), sold under the trade mark Xyz.

as further described in the application and related information submitted to the International Biodegradable Products Institute, Inc. by *[name of Company]*, (the “Licensee”) a corporation of *[State or Country of Incorporation]*.

This Certificate authorizes the Licensee to use the International Biodegradable Products Institute, Inc. Certification Marks depicted below in relation to such Certified Products, subject to all conditions and terms of the License Agreement & Certification Program between the International Biodegradable Products Institute, Inc. and the Licensee.



**Valid Until: Date**  
**Certificate #:**



# ***CERTIFICATE***

## ***For Resins (Intermediates)***

**THIS IS TO CERTIFY** that the following *[RESINS]* have been found to comply with the specifications established in the American Society for Testing and Materials ASTM D6400-\_\_\_ or ASTM D6868-\_\_\_ in accordance with the terms and conditions of the “International Biodegradable Products Institute, Inc. Licensing & Certification Program for Compostable Products:

**Products:**

The following items sold by **THE COMPANY** provide description, marketed under the trade mark **XYZ**.

as further described in the application and related information submitted to the International Biodegradable Products Institute, Inc. by *[name of Company]* (the “Licensee”) a corporation of *[State or Country of Incorporation]*.

This approval is for **RESINS** only. Manufacturers and converters using these **RESINS** to manufacturer other products must seek a separate International Biodegradable Products Institute, Inc. certification in order to use the International Biodegradable Products Institute, Inc. Certification Marks or claim such certification.

This Certificate authorizes the Licensee to use the International Biodegradable Products Institute, Inc. Certification Marks depicted below in relation to such **RESINS**, subject to all conditions and terms of the License Agreement & Certification Program between the International Biodegradable Products Institute, Inc. and the Licensee.



**Valid Until: Date**  
**Certificate #:**

# **Exhibit D**

## **CERTIFIED USER AGREEMENT AND PRODUCTS**

## **CERTIFIED USER AGREEMENT AND PRODUCTS**

Name

Company:

Address

City, State, Zip

Effective Date: \_\_\_\_\_

Dear Applicant:

BPI has granted to [ Name of Licensee] ("Licensee") a License Agreement granting them the non-exclusive right to advertise, promote, distribute and sell, certain Certified Products in association with the BPI Certification Marks. A copy of this License Agreement is attached to this letter.

Your company has been granted a license under this License Agreement to use the BPI Certification Marks on the sale of Certified Products purchased from the Licensee, subject to the terms of the License Agreement.

You agree that prior to beginning any new production, marketing, or distribution of any the Certified Products purchased from the Licensee, you shall submit to BPI all proposed artwork, graphic material, sales material and product blueprints depicting the Certification Marks, certification, benefits claimed, including but not limited to claims relating to such certification, and obtain BPI's advance written approval that such materials are appropriate and may be used by you.

You also agree to submit to BPI and Licensee a current list of all brand names, trade names, trademarks, and item numbers, part numbers and/or SKU (Stock Keeping Units) associated with the Certified Product to be sold by you. Attached is a list of your Certified Products that have been approved. This list may be amended in writing from time to time as agreed to by you, the Licensee and BPI.

You also agree that BPI and/or Licensee may periodically review your use of the Certification Marks and the quality of your products for compliance with the License Agreement.

You further agree that all the required Licensing Fees for the use of the Certification Mark shall be paid by the Licensee to BPI within thirty days of invoicing therefore.

You also agree that you will only use the Certification Marks only in conjunction with Certified Product purchased from Licensee and shall not use them on any other products.

Upon signing this letter, BPI shall issue to you a Certificate that includes a Certificate Number.

Very truly yours,

i. RY/Exec

CERTIFIED USER

By: \_\_\_\_\_

(Authorized signatory)

Name:

Title:

Date:

Phone:

Email:

Fax:

Certificate Number: \_\_\_\_\_

LICENSEE

By: \_\_\_\_\_

Name:

Title:

Date:

Phone:

Email:

Fax:

International Biodegradable Products Institute, Inc.

By: \_\_\_\_\_

Name: Rhodes Yepsen

Title: Executive Director

Date:

Phone: 1-888-274-5646

Email: [exec.dir@bpiworld.org](mailto:exec.dir@bpiworld.org)

Fax: 508-858-0608

**CERTIFIED USER PRODUCTS**

BPI Licensee	BPI Licensee Item Numbers	Descriptions of Certified Items to be sold by Certified User	Certified User Item Numbers

