

CERTIFICATION MARK LICENSE AGREEMENT

Pursuant to the terms and conditions of this Agreement, BC Association of Abattoirs (the “Licensor”) will license the Licensee to use the Certification Mark.

1. INTERPRETATION

(a) Definitions – In this License:

“Certification Mark” means the PREMIUM BC LAMB certification mark, whether registered or not registered, identified in **Schedule “A”** hereto;

“Effective Date” means the date on which the Licensee accepts the terms of this License Agreement by clicking the “Accept” button below;

“Licensee” means the party who has been approved by the Licensor to use the Certification Mark and has agreed to the terms of this Agreement by clicking the “Accept” button below;

“Permitted Products” means beef products that are produced, processed and/or packaged in accordance with the Standards;

“Permitted Services” means services for the marketing, distribution, serving and sales, on a retail and wholesale basis, of the Permitted Products.

“Standards” means the production standards in accordance with the criteria prescribed by Licensor from time to time and as set out in **Schedule “B”** attached hereto.

(b) Schedules – The following schedules are appended to and form part of this Agreement:

Schedule “A” – Certification Mark Details

Schedule “B” – Production Standards

(c) Acceptance – YOUR USE OF THE CERTIFICATION MARK IS SUBJECT TO LEGALLY BINDING TERMS AND CONDITIONS. CAREFULLY READ ALL OF THE APPLICABLE TERMS AND CONDITIONS AS SET OUT IN THIS AGREEMENT. IF YOU ACCEPT THESE TERMS AND CONDITIONS, CLICK THE “ACCEPT” BUTTON BELOW. THAT ACTION CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS CLICK ON THE “CANCEL” BUTTON BELOW.

2. Grant – The Licensor hereby grants to the Licensee a non-exclusive, non-sublicensable, revocable, licence (“Licence”) to use the Certification Mark so long as:
 - (a) the Licensee only uses the Certification Mark for Permitted Products and Services (as herein defined);
 - (b) with respect to Permitted Products, the Licensee demonstrates compliance with the Standards, as determined by the Licensor in its sole discretion;
 - (c) the Licensee agrees that its use of the Certification Mark shall at all times be under the control of the Licensor, and the Licensee shall cooperate with the Licensor in facilitating said exercise of control;
 - (d) the Licensee shall adhere to any standards governing the Permitted Services and any other requirements the Licensor prescribes in its sole discretion at any time;
 - (e) the Licensee shall use the Certification Mark only in a form and manner that is acceptable to the Licensor;
 - (f) the Licensee will be permitted to use the Certification Mark on letterhead, promotional brochures, product packaging, product labelling, and signage, or in any other manner as expressly authorized by the Licensor;
 - (g) the Licensor shall have the right to access the Licensee’s premises at a time of the Licensee’s choosing during normal business hours for the purpose of inspecting the products and services provided by the Licensee in association with the Certification Mark so as to ensure compliance with the Standards and this Agreement; and
 - (h) the Licensee shall supply to the Licensor specimens of its usage of the Certification Mark including, without limitation, any promotional materials, labelling or signage.
3. Expansion – This Licence may be expanded from time to time by the Licensor to include additional trade-marks, certification marks, and domain names as may be authorized by the Licensor in writing.
4. Permitted Products and Services – The Licensee may use the Certification Mark under the Licence only in association with:
 - (a) the Permitted Products and the Permitted Services; and
 - (b) any additional products and services that may be authorized by the Licensor;(collectively, the “Permitted Products and Services”).
5. Character and Quality – The Licensee will only use the Certification Mark and the Licensed Property in association with the Permitted Products and Services that conform

with the policies, specifications, regulations and Standards authorized or stipulated by the Licensor from time-to-time.

6. General Prohibitions – Except as may be authorized by this Agreement or by the Licensor, the Licensee will not directly or indirectly through any number of intermediaries:
- (a) use, reproduce, or display the Certification Mark except as expressly permitted by this Agreement or as otherwise authorized by the Licensor;
 - (b) do anything or omit to do anything that might impair, jeopardize, violate, infringe, dilute, depreciate, prejudice, derogate from, tarnish or disparage the Certification Mark, the goodwill associated with the Certification Mark or the Licensor's interest in the Certification Mark;
 - (c) oppose, contest or in any other manner challenge the validity of the Certification Mark or the Licensor's interest in the Certification Mark;
 - (d) claim, use, display, reproduce or apply to register, record or appropriate any trademark, corporate name, trade name, business name, trading style, copyright, or design that in whole or in part reproduces or resembles the Certification Mark or is confusing with the Certification Mark or is derived from or based on the Certification Mark;
 - (e) use, display, register, apply for, reserve, or attempt to acquire rights in any identifier ("Identifier") that incorporates, reproduces, is confusing with, is derived from, or is based on the Certification Mark, in whole or in part;
 - (f) use, reproduce, display or make reference to the Certification Mark, or any trademark, trade name, corporate name, business name, trading style, Identifier or design of the type referred to herein in a manner that defames, slanders, libels, or criticises the Licensor, the Licensor's business, or any of the Licensor's products or services; or
 - (g) assist, permit, or encourage any other person or entity to do any of the foregoing.
7. Reproduction and Display – The Licensee may reproduce or display the Certification Mark on:
- (a) Permitted Products and Services which the Licensee sells or supplies to others;
 - (b) packaging, labelling, tags, signage, advertising and promotional material for Permitted Products and Services; and
 - (c) Internet Websites that promote the Permitted Products or Permitted Services,
- in accordance with the policies, specifications, regulations and standards authorized or stipulated by the Licensor from time-to-time.

8. Cooperation – The Licensee will cooperate with the Licensor for the purpose of:
 - (a) registering or recording the Certification Mark in the Licensor’s name;
 - (b) registering or recording the Licence or notice of the Licence;
 - (c) protecting, preserving and enhancing the Certification Mark and the Licensor’s interest therein; and
 - (d) establishing security for the Licensor’s rights and interests under this Agreement, as reasonably required by the Licensor from time-to-time.

9. Ownership/Enurement – The Licensee acknowledges the validity of the Certification Mark and the Licensor’s ownership of the Certification Mark and all goodwill associated with or appurtenant to the Certification Mark. All the benefit and goodwill associated with use of the Certification Mark by the Licensee at all times will enure entirely to the Licensor. The Licensee hereby absolutely and irrevocably assigns to the Licensor all right, title, and interest throughout the world that it may now have or may later acquire in the Certification Mark, including all related goodwill, other than the Licensee’s right to use the Certification Mark under the Licence.

10. Verification – Promptly when requested to do so by the Licensor, the Licensee will:
 - (a) permit and assist the Licensor to enter premises where the Licensee exercises any of its rights under this Agreement or where it produces, reproduces, stores or supplies any of the Permitted Products and Services or any other material bearing or referring to the Certification Mark;
 - (b) permit and assist the Licensor to observe the Licensee’s activities relating to the Certification Mark;
 - (c) permit and assist the Licensor to inspect the Permitted Products and Services for which the Licensee is using, or proposes to use, the Certification Mark, and any material in Licensee’s possession or control on which the Certification Mark appears;
 - (d) provide the Licensor with samples of material prepared by, for, or with the permission of the Licensee that bears or refers to the Certification Mark; and
 - (e) provide the Licensor with samples of wares and services in association with which the Licensee uses or proposes to use the Certification Mark.

11. Retained Rights – Nothing in this Agreement will prevent the Licensor from exercising and licensing others to exercise any or all rights in the Certification Mark in any area, as it sees fit. When requested to do so by the Licensor, the Licensee will promptly execute and deliver to the Licensor any written consents or other instruments that the Licensor,

acting reasonably, considers necessary or useful to exercise or permit others to exercise the Licensor's retained rights in the Certification Mark.

12. Duration – The Licence is effective commencing as of the Effective Date and, subject to Sections 13 and 14:

- (a) the Licence will be for an initial term that ends one year after the Effective Date; and
- (b) after the initial term and subsequent renewal terms, the Licence will renew automatically for a further one-year renewal term unless any party gives the other written notice of non-renewal at least 30 calendar days before the end of the initial term or the renewal term in effect at the time.

13. Termination by the Licensor – The Licence may be terminated by the Licensor on the occurrence of any of the following events:

- (a) if the Licensee materially defaults in observing or performing any of its material obligations hereunder and fails to correct the default within 30 calendar days after receiving a written demand from the Licensor to do so; or
- (b) if the Licensee becomes insolvent, commits an act of bankruptcy or makes an assignment for the benefit of creditors, or if the Licensee seeks protection from creditors under any law or procedure, or if a receiver or receiver-manager is appointed for the Licensee or any of its assets, or if any proceeding in bankruptcy, receivership, winding-up, or liquidation is initiated in respect of the Licensee, or if the Licensee ceases to sell or provide Permitted Products and Services in association with the Certification Mark in the ordinary course of business; or
- (c) if the Licensor, acting reasonably, is satisfied that continuing the Licence in respect of the Certification Mark, or any wares, services, geographic area or market sector may be prejudicial to the proprietary basis of the Certification Mark or may lead to the infringement or violation of the rights of a third party, in which case the termination will relate only to the Certification Mark, wares, services, geographic area, or market sector so affected,

by the Licensor giving the Licensee written notice of termination which will be effective on delivery to the Licensee.

14. Termination for Convenience – The Licence may be terminated by the Licensor or the Licensee for convenience by giving the other written notice of termination for convenience, which will be effective 120 calendar days after receipt.

15. Effect of Termination – Forthwith on termination or expiration of the Licence:

- (a) the Licensee will cease all use of the Certification Mark that incorporates or is confusing with the Certification Mark or that is derived from or based on the Certification Mark;

- (b) as directed by the Licensor, the Licensee will permanently delete the Certification Mark from all wares, signs, and other physical materials in its possession or control that bear or refer to the Certification Mark (including plates and digital files and other means for reproducing the Certification Mark) but if the Licensee cannot or prefers not to do that, the Licensee will deliver the items to the Licensor; and
 - (c) as directed by the Licensor, the Licensee will permanently erase or delete the Certification Mark from all Internet websites, networks, domain names, and Identifiers controlled by the Licensee or by others on behalf of the Licensee, including reproduction of the Certification Mark in meta-tags and key words that appear on, are displayed by, or are embedded in websites and networks.
- 16. Infringement of Licensed Property – If, during the subsistence of the Licence, the Licensee becomes aware that any third party (other than an affiliate or licensee of the Licensor) is using a trade name, business name, corporate name, Identifier, trade-mark, get-up of goods, trade dress, graphic design, or mode of advertising or promotion that might reasonably amount to infringement, unfair competition, passing-off or cybersquatting in respect of the Certification Mark, the Licensee will promptly report particulars of those activities to the Licensor.
- 17. Claims by Others – If the Licensee learns that any person or entity is alleging that the Certification Mark is invalid, infringes the rights of any party, or is open to any other form of attack, then the Licensee will not make any admissions in respect of the allegation and will promptly report the matter to the Licensor.
- 18. Proceedings – The Licensor will have the right, but not the obligation, to control and direct the conduct of all legal proceedings and negotiations with third parties relating to the Certification Mark except as follows:
 - (a) if a third party carries on an activity that might constitute infringement, passing-off or unfair competition in respect of the Certification Mark, and the Licensor does not initiate proceedings against that third party within one month after the Licensee requests the Licensor to do so, then:
 - (i) entirely at its own expense, the Licensee may institute proceedings against that third party in respect of its own interests; and
 - (ii) the Licensee will indemnify and save harmless the Licensor from and against all expenses, costs, damages, and liabilities it incurs in connection with any proceeding that the Licensee initiates against any such third parties and any counterclaims or other proceedings initiated by such third parties;
 - (b) subject to Section 20, the Licensee may defend itself at all times from actions brought by others.

The Licensor may, in its absolute discretion, choose not to defend or prosecute any actions or any other proceedings with third parties that related to the Certification Mark and it will have no liability to the Licensee for failing to defend or prosecute any actions or proceedings of that type.

19. Assignment and Sublicensing – The Licensee will not assign, license, sublicense, grant, authorize or attempt to give any third party any right or interest in or under this Agreement, or the Certification Mark, and the Licensee will not authorize any third party to use, display or reproduce the Certification Mark, without first obtaining the written consent of the Licensor, which may be withheld for any reason or without reason. If the Licensor’s consent is given on any particular occasion, further consent will be required for every subsequent occasion.
20. Disclaimer – The Licensor makes no representations or warranties to the Licensee regarding the Certification Mark or its use by the Licensee, including those regarding ownership and whether or not the Certification Mark infringes the rights of third parties. The Licensee waives and releases all claims against the Licensor regarding the Certification Mark and the Licensee’s use thereof that the Licensee would have or might acquire but for the foregoing disclaimer.
21. Indemnity – The Licensee will indemnify and save harmless the Licensor and its directors, members, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all damages, injuries, liabilities, costs and expenses, including but not restricted to actual legal fees and costs charged to any of the Indemnitees by their lawyers, that may be incurred by any of the Indemnitees or claimed by any third parties against any of the Indemnitees in connection with any wares, services or business of the Licensee, any negligent or wrongful conduct of the Licensee, and any breach of this Agreement by the Licensee or by any person who is related to or affiliated with the Licensee.
22. Time/Waiver – The timely performance and observance of the parties’ obligations hereunder is an essential condition of this Agreement, and:
 - (a) if the Licensor waives a particular default of the Licensee, that will not affect or impair the rights of the Licensor regarding any other default of the Licensee;
 - (b) if the Licensor delays or fails to exercise any rights in connection with a default of the Licensee, that will not affect or impair the rights of the Licensor regarding that event or any other default of the Licensee; and
 - (c) in any event, the timely performance and observance by the Licensee of its obligations will continue to be an essential condition of this Agreement without the need for specific reinstatement following particular waivers, extensions, or delays.
23. Law/Dispute Resolution – The parties intend that:

- (a) this Agreement will be governed by and interpreted in accordance with the laws prevailing in the Province of British Columbia, Canada; and
 - (b) all disputes between them relating to this Agreement, the Certification Mark, or any Identifier will be finally settled in the Supreme Court of British Columbia.
24. Implement Intention – The parties will execute and deliver to each other any additional instruments and take any additional steps that may be required to give full effect to the intent expressed in this Agreement.
25. Authorization – Except for the grant of this License, any authorization or consent given by the Licensor under this Agreement or otherwise in connection with the Certification Mark must be given expressly in writing signed by a director or officer of the Licensor.
26. Notice – All notices and other communications that the parties give each other in connection with this Agreement must be in writing and will be deemed given if delivered by hand, double registered mail, or fax to the recipient at its address set out on the first page hereof or at such other address or telecommunication number of which the party gives the other notice. Proof of delivery in that manner will constitute proof of receipt.
27. Singular/Plural – In this Agreement, the singular will also imply the plural, and *vice versa*.
28. Whole Agreement – This Agreement supersedes all prior agreements and understandings of the parties regarding the Licence. This document contains the entire understanding between the parties regarding the Licence, and may not be varied except by a written instrument signed by both parties.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement as of the Effective Date.

Licensee

Licensor

Name

Name

Date

Date

SCHEDULE "A"

The Certification Mark



SCHEDULE “B”

**PRODUCTION STANDARDS PRESCRIBED BY LICENSOR AS AT
DECEMBER 17, 2014 FOR USE OF THE CERTIFICATION MARK**

The use of the Certification Mark is intended to indicate that the specific products with which it is used are of the following defined standards:

- lamb production and processing must take place at facilities located in British Columbia;
- lamb production and processing must take place at facilities that adhere to the Canadian Codes of Practice for the care and handling of farm animals www.nfacc.ca/codes-of-practice;
- animals from which the lamb products originate must be born, raised, finished and processed within British Columbia;
- lamb products that originate from grain finished youthful animals require a minimum BC Meats Quality Information System carcass quality score of 4 Star (★★★★); and
- lamb products that originate from grass finished youthful animals require a minimum BC Meats Quality Information System carcass quality score of 3 Star (★★★).

Licensee Information

Organization Name: _____

Quality Assurance Contact Person: _____

Phone Number: _____

Email Address: _____

Physical Address: _____

