

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the U.S. DAIRY EXPORT COUNCIL, a District of Columbia not-for-profit corporation, with its principal offices located at 2107 Wilson Boulevard, Suite 600, Arlington, Virginia, USA (USDEC) and \_\_\_\_\_ [name of company/applicant] located at \_\_\_\_\_ [address of company] in the country of **THE UNITED STATES OF AMERICA** (called 'Applicant').

A. USDEC is the owner of the depicted USA MILK Seal marks and is in the process of registering the marks in the United States and in international jurisdictions. USDEC has established minimum standards for the use of these marks in the United States and markets around the world (**Appendices A, B1 and B2**).



Select the mark for which usage is being requested

Variation (a)       Variation (b)

B. Applicant has requested from USDEC the right to use the above marks (check above mark that applies) on fluid cow's milk products made in the United States [seal version (a) above], and/or on dairy products and ingredients strictly made from 100% USA cow's milk [seal version (b) above] by the applicant and/or by any of the Applicant's customers as per the approved **List of Certified Products & Promotional Materials** provided by Applicant in **Appendix B2**. Applicant hereby represents and warrants that said products meet the **minimum standards established for use of the USA MILK Seal mark in Appendix A**. (Such products shall be referred to as "Certified Products & Promotional Materials.")

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereafter set forth, the parties agree as follows:

### I. GRANT

USDEC grants to Applicant and/or any of the applicant's customers in accordance with the approved List of Certified Products & Promotional Materials in **Appendix B2** and the Eligibility and Usage Guidelines for the USA MILK Seal Mark in **Appendix A**, a royalty-free, non-exclusive right to use the USA MILK Seal mark on Applicant's and/or any of the applicant's customers' labels, packages, sales promotions, and merchandising materials, pursuant to the terms set forth below until the expiration or cancellation of this Agreement.

### II. MINIMUM STANDARDS

The USA MILK Seal mark may be used by Applicant and/or any of the applicant's customers only for fluid milk products made in the United States using U.S. cow's milk and/or on dairy products and ingredients strictly made from 100% U.S.-produced cow's milk and sold under the Applicant's brand name(s).

### III. COLOR, SIZE AND MARK

A Seal Design Guidelines document will be shared with Applicant along with the art files of the seals upon ratification of this Agreement. The USA MILK Seal mark should appear clearly and distinctly on the Certified Products and Promotional Materials in the colors listed in **Appendix C**. The USA MILK Seal mark shall not be used in any other colors or color combinations than the ones offered by USDEC. The USA MILK Seal mark shall not be printed in a size smaller than 2 cm in diameter. Any deviations from these requirements not specifically approved in writing in advance may result in the cancellation of this agreement by USDEC. Products, labels, or promotional materials bearing the USA MILK Seal mark shall use the above-shown design incorporating the trademark symbol <sup>TM</sup>. Once registration of the mark is obtained in the use countries listed in **Appendix B2**, use of the mark incorporating a ® symbol will be required of the Applicant after exhaustion of usable stock of the materials bearing the <sup>TM</sup> mark. A Trademark Registration Tracker will be shared with Applicant as new trademarks are registered.

**IV. SAMPLES, ADVERTISING, AND CERTIFICATION**

Applicant agrees to submit to USDEC an updated Usage Tracker (**Appendix B2**) along with a specimen of each new label, package, sales promotion, and merchandising material featuring the USA MILK Seal mark no later than 30 days prior to each new use of such items in commerce by the Applicant and/or by any of the Applicant’s customers.

After the first-year anniversary of this Agreement, and yearly thereafter, Applicant shall deliver if requested by USDEC, a written certificate signed by an executive officer or principal of Applicant certifying that Applicant is still in full compliance with this Agreement.

**V. INDEMNIFICATION**

Applicant shall indemnify and hold harmless USDEC, its officers, directors, agents and assigns from and against all claims, actions, damages, costs, expenses (including without limitation, reasonable attorneys’ fees) and liability whatever arising out of, or in connection with, any breach of this Agreement by Applicant, or any use of the Applicant’s (or Applicant’s customers’) product(s), or by any of Applicant’s customers authorized to use the USA MILK seal.

**VI. TERM AND TERMINATION**

The term of this Agreement commences as of the date stated in the first paragraph of this Agreement, and shall continue until terminated (i) by either party, upon a 30-day written notice to the other party; or (ii) immediately by USDEC should Applicant fail, in USDEC’s sole judgment, to comply with any provision of this Agreement. Termination of this Agreement shall not affect any rights or remedies USDEC may have at law or in equity.

**VII. MISCELLANEOUS**

The right to use the USA MILK Seal mark herein is granted to the Applicant and/or any of the Applicant’s customers and may not be assigned or shared without prior written consent of USDEC.

Any notices required to be sent pursuant to this Agreement shall be in writing and delivered by personal delivery or by registered or certified mail, postage and charges prepaid, addressed to the party’s principal office.

Applicant must notify USDEC in writing, within 30 days of any change of ownership, merger acquisition or other change in the Applicant’s ownership structure or any additions, changes or deletions from **Appendix B2** (List of Certified Products & Promotional Materials).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above. Signer for applicant must be authorized to execute this Agreement in behalf of the Applicant company, and binds the company to the terms of this Agreement.

**U.S. DAIRY EXPORT COUNCIL**

Company \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

By (print name) \_\_\_\_\_

By (print name) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



### Eligibility and Usage Guidelines for the USA MILK Seal Mark \*\*APPENDIX A\*\*



**\*\*There is NO COST to use the USA MILK Seal mark.**

**\*\*The following entities are eligible to use the Seal:**

- For the purpose of promoting U.S. milk and/or U.S. dairy products in markets **outside of the United States**, the following entities are eligible to use the USA MILK Seal:
  - **U.S. dairy manufacturers and suppliers**
  - **Foreign/local importers/distributors and retailers.**
- Note: the USA MILK Seal mark is **not to be used for sales of products in the United States**

**\*\*In order for a product to be approved for the USA MILK Seal mark it must meet the following guidelines:**

- If the product is a **fluid milk beverage**, the beverage must be made in the United States from U.S. produced cow's milk.
- If the product is a **dairy product** or a **dairy ingredient**, such products must be made in the United States from U.S.-produced cow's milk.
- The USA MILK Seal cannot be used on products containing other non-U.S. dairy ingredients.
- The USA MILK Seal cannot be used on products typically perceived as dairy products but made with vegetable oil (e.g.: ice cream). It also cannot be used on any promotional materials for the purpose of promoting such analog products.
- The USA MILK Seal will only certify products made or purchased and sold by the Applicant.

**➔ Please initial below and return this page with the signed agreement and other appendices**

\_\_\_\_\_ I have read and agree with the above terms and conditions

[Initial here]

Contact USDEC with any questions:

Angélique Hollister  
USA Origin Seal administrator  
[ahollister@usdec.org](mailto:ahollister@usdec.org)

U.S. Dairy Export Council  
2107 Wilson Blvd., Suite 600  
Arlington, VA 22201  
Tel: 703-528-3049 | Fax: 703-528-3705

## List of Certified Products & Promotional Materials

Qualifying for the use of the  
USA MILK Seal Mark  
\*\*APPENDIX B1\*\*



Variation (a)



Variation (b)

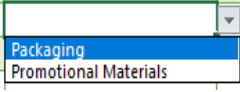
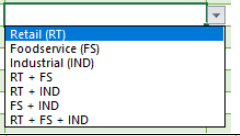
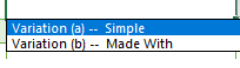
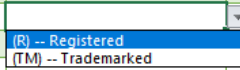
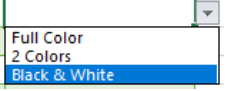
**Applicant Company Name:** \_\_\_\_\_

**Appendices B1 and B2** must be submitted with the signed Certified User Agreement and shall list all products and/or materials upon which Applicant is requesting to display the **USA MILK Seal** mark.

**IMPORTANT NOTE:** an incomplete tracker will result in a delay in finalizing the agreement. Applicant will be responsible for submitted an updated tracker every time the seal is used on a new product or medium.

**Reminder:** the USA MILK Seal mark is to be strictly used on fluid milk products made in the United States using U.S. cow's milk and/or on dairy products and ingredients strictly made from 100% U.S.-produced cow's milk and sold under the Applicant's brand name(s). It can also be used on materials produced to promote such products.

In the attached **TRACKER** (Appendix B2 – Excel file), please fill in all the columns:

Column Name	Description	Example
<b>Date</b>	refers to the date when the seal has been added to products or materials	May-23 (type 5/2023)
<b>Seal to Appear On</b>	refers to where the Applicant anticipates using the seal mark. Select from the dropdown menu one of the options: - <i>Packaging</i> (which include stickers, labels and packaging itself) - <i>Promotional materials</i> (incl. menu, table tent, poster, ads, website, etc.	
<b>U.S. Dairy Product</b>	provides the type of product that will bear the seal.	Milk Powder Or Cream Cheese
<b>Manufacturer</b>	provide the name of the company making the product	DFA
<b>Brand</b>	provide the brand of the product, if applicable.	
<b>Description of Medium</b>	provides a clear description of the product/material the seal will go on	25kg bag
<b>Country(ies)</b>	refers to the country where the seal will be used	Mexico
<b>Market Segment(s)</b>	specify if this will be used for the Foodservice, Retail or Industrial segment (or a combination)	
<b>Seal Variation</b>	specify variation of the Seal used: • Variation (a) i.e. simple • Variation (b) i.e. showing "Made With" on top	
<b>Seal Registration Version</b>	specify version of the seal used: • R (for Registered) • TM (for Trademarked)	
<b>Seal Color</b>	specify seal color used: • Full Color • 2 Colors • Black & White	

➔ Please **initial below and return this page AND the Excel sheet** with the signed agreement and other appendices.

\_\_\_\_\_ I have read and agree with the above terms and conditions.

[Initial here]

The USA MILK Seals are available in three color versions.

Please check below which color you would like to use:

### Black & White




Black is the only color used for this version



### 2-Color




PANTONE 199C
CMYK 0/100/72/0
HEX D50032
RGB 213/0/50


PANTONE 287C
CMYK 100/75/2/18
HEX 003087
RGB 0/48/135



### Full Color




PANTONE 199C
CMYK 0/100/72/0
HEX D50032
RGB 213/0/50


PANTONE 281C
CMYK 100/72/0/32
HEX 002664
RGB 0/38/100


PANTONE 287C
CMYK 100/75/2/18
HEX 003087
RGB 0/48/135


PANTONE 629C
CMYK 36/0/9/0
HEX 9BD3DD
RGB 155/211/221



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[Initial here]

Contact USDEC with any questions:

Angélique Hollister  
USA Origin Seal administrator  
[ahollister@usdec.org](mailto:ahollister@usdec.org)

U.S. Dairy Export Council  
2107 Wilson Blvd., Suite 600, Arlington, VA 22201  
Tel: 703-528-3049 | Fax: 703-528-3705