

USA MILK SEAL Certified User Agreement

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

_____ located at _____
[name of company/applicant] [address of company]

in the country of _____ (called 'Applicant').
[country]

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 markets outside the United States (**Appendix A2** and **Appendix B2**).



Select the mark for which usage is being requested

Version (a) **Version (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 as per the approved List of Certified Products & Promotional Materials provided by Applicant in Appendix A2. Applicant hereby represents and warrants that said products meet the minimum standards established for use of the USA MILK Seal mark in Appendix B2. (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 in accordance with the approved List of Certified Products & Promotional Materials in Appendix A2 and the Eligibility and Usage Guidelines for the USA MILK Seal Mark in Appendix B2, a royalty-free, non-exclusive right to use the USA MILK Seal mark on Applicant's 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 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 C2**. 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 2.5 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 TM. Once registration of the mark is obtained in the use country listed in the first paragraph of this Agreement, use of the mark incorporating a [®] symbol will be required of the Applicant after exhaustion of usable stock of the materials bearing the TM mark.

IV. SAMPLES, ADVERTISING, AND CERTIFICATION

Applicant agrees to submit to USDEC a specimen of each label, package, sales promotion and merchandising material featuring the USA MILK Seal mark prior to use of such items in commerce. Applicant shall also submit to USDEC for approval samples of advertising, sales promotion and merchandising materials which contain the USA MILK Seal mark prior to use of such items in commerce.

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 product(s).

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 granted is personal to the Applicant, 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 A2 (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 _____

List of Certified Products & Promotional Materials

*Qualifying for the use of the
 USA MILK Seal Mark*

APPENDIX A2



Applicant Company Name: _____

Country: _____

Appendix A2 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.

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 space below, please fill in the following:

- A. **U.S. Dairy Product** refers to the U.S. fluid milk products and/or other U.S. dairy products that the seal will be placed on.
- B. **U.S. Supplier** refers to the name of the U.S. company which makes and/or sells the dairy product listed in column A.
- C. **Seal to Appear On** refers to where the Applicant anticipates using the seal mark (e.g. *sticker, label, etc.*) Also, list any marketing materials that may also bear the seal (e.g. advertisement, website, etc.)

A – U.S. Dairy Product	B – U.S. Supplier	C – Seal to Appear On

➔ Please submit Appendix A2 together with your signed Certified User Agreement and other appendices.



Eligibility and Usage Guidelines for the USA MILK Seal Mark

****APPENDIX B2****



****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

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



**U.S. Dairy
Export Council.**

Ingredients | Products | Global Markets

USA MILK SEAL

Certified User Agreement – Appendix C2

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]

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