

TAKE ACTION TRADEMARK LICENSE AGREEMENT

THIS TAKE ACTION TRADEMARK LICENSE AGREEMENT (the “Agreement”) by and between the United Soybean Board, an instrumentality of the United States Department of Agriculture, with its principal place of business at 16305 Swingley Ridge Road, Suite 150, Chesterfield, Missouri 63017 (“USB”), and _____ (“Licensee”) is entered into this ___ day of _____, 20___ (“Effective Date”). Each may be referred to herein as a “Party” or collectively as the “Parties”.

WHEREAS, USB owns and uses the Take Action logo mark, and all related trademarks and copyrights (collectively the “Properties”) identified on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Licensee wishes to reproduce the Properties on certain advertising and promotion materials in accordance with the Take Action Marketing Program Guidelines (the “Guidelines”) set forth in Exhibit B within the United States (the “Territory”) under the terms and conditions, and for the duration, of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, USB and Licensee each hereby agree as follows:

1. Term. This Agreement shall commence upon the Effective Date and shall continue thereafter unless terminated pursuant to the terms herein (“Term”).
2. USB’s Obligations. During the Term, USB shall grant to Licensee a royalty-free, personal, non-exclusive, non-sublicensable, non-transferable limited license to use the Properties on promotions and marketing materials for certain products distributed in the Territory.
3. Licensee’s Obligations. In connection with this Agreement, Licensee shall use the Properties in accordance with the Guidelines only in the Territory.
4. Ownership. Licensee acknowledges that USB owns all right, title and interest in and to the Properties, and agrees that it will do nothing inconsistent with such ownership and that all use of the Properties by Licensee shall inure to the benefit of and be on behalf of USB.
5. Warranties. Each of USB and Licensee represents and warrants to the other party that it has the legal right and authority to enter into this Agreement and perform its respective obligations contained herein without violating the rights of any third parties, that the rights granted herein to the other party will not violate the intellectual property rights of any third parties and that it shall comply with all applicable laws, statutes, ordinances, regulations and rules in performance of its obligations under this Agreement. USB makes no express or implied representations or warranties as to merchantability, fitness for any particular purpose or use by Licensee.
6. Modifications and Restrictions. The Guidelines are subject to change by USB. Licensee will have reasonable time to conform to such changes, not to exceed a period of ninety (90) days. Licensee may not alter the Properties, and may only use the Properties in the form, format and color specified in Exhibit B, absent prior written consent from USB. Any misuse of the Properties shall result, at USB’s option, in termination of this Agreement.

7. Samples of Use. At the request of USB, Licensee agrees to provide USB samples of Licensee's use of the Properties.

8. Indemnification. USB agrees to indemnify, defend and hold harmless Licensee and its officers, directors, employees and representatives, from and against any and all third-party claims arising out of or made in connection with any breach of USB's obligations herein, or any representation or warranty made by USB hereunder. Licensee agrees to indemnify, defend and hold harmless USB and its officers, directors, employees and representatives, from and against any and all third-party claims arising out of or made in connection with any breach of Licensee's obligations herein, or any representation or warranty made by Licensee hereunder. Each party will provide reasonable notice to the other of any claim potentially subject to indemnification.

9. Limitation of Liability. Except for the indemnification obligations set forth herein, neither party shall be liable to the other for special, indirect, consequential or punitive damages in connection with this Agreement.

10. Termination. This Agreement may be terminated by either party by providing thirty (30) days' prior written notice of such termination. Upon termination of this Agreement, Licensee's license to use the Properties ends, and Licensee shall promptly return or destroy any unused copies of the Properties.

11. Notices. Any notice required hereunder shall be in writing and considered given if delivered personally, faxed or sent by commercially reasonable means by either party, and shall be effective on receipt. Any written notice shall be addressed, with respect to Licensee, to the address of Licensee set forth below, and with respect to USB, to: Vice President of Communications and Marketing, United Soybean Board, 16305 Swingley Ridge Road, Suite 150, Chesterfield, Missouri 63017.

12. Relationship of the Parties/No Assignment. This Agreement shall not create or be deemed to create any agency, partnership or joint venture between USB and Licensee. Each party hereto is acting as an independent contractor. This Agreement may not be assigned or sublicensed by either party without the prior written approval of the other party.

13. Governing Law and Consent to Jurisdiction. The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State of Missouri without regard to its conflict of law principles.

14. Entire Agreement. This Agreement constitutes the complete understanding of the parties with respect to the Properties and supersedes any prior agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as indicated below.

UNITED SOYBEAN BOARD:

LICENSEE:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Company: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

Email: _____

Date: _____

EXHIBIT A

TAKE ACTION LOGO MARKS



EXHIBIT B

SEE TAKE ACTION LOGO USAGE GUIDELINES

[[Download Link](#)]