

International Biodegradable Products Institute, Inc.

License Agreement & Certification Program

For Compostable Products

* * * * *

Effective Date: _____

The [Company Name] ("Licensee"), a corporation organized under the laws of [State] and with its principal place of business at [Address], 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 attached *Certification Program for Compostable Products* and associated Exhibits hereto, between Licensee and International Biodegradable Products Institute, Inc., a Delaware Corporation, with an address of 331 West 57th Street, New York City, NY 10019, Suite 415, (hereinafter "Licensor").

[Company Name]
By: _____
(Authorized signatory)
Name:
Title:
Date:

Phone:
Email:
Fax
Certificate Number:

International Biodegradable Products Institute, Inc.
By: _____
Name: Steven Mojo
Title: Executive Director
Date:
Phone:
Email: exec.director@bpiworld.org
Fax: 508-858-0608

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LICENSE AGREEMENT

LICENSE AGREEMENT effective _____, _____ [Month, Day, Year] (“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 the document entitled *Certification Program for Compostable Products* attached hereto as **Exhibit A**.

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

WHEREAS, Licensor has contracted with NSF International (“NSF”) 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 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 NSF 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*.
- e. **Certificate:** A document issued by Licensor to a Licensee whose Product has been determined to meet ASTM D6400 or D6868 and is otherwise in compliance with the

Certification Program. The Certificate shall be substantially in the form as attached hereto as **Exhibit D**.

- f. Certificate Number:** A unique identification number included in the Certificate and in association with the 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 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 B**, 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 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 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 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 C** 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 Product 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's freedom and that of their customers to sell the Certified Products at such prices as Licensee or their customers 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 NSF 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 D**. The Certificate shall be valid for the Term of this License Agreement or any renewals thereof and shall be effective only for the original Certified Product or a product substantially similar thereto.

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. 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 B, with a Certificate Number.**
- b. Subject to the terms and conditions of the Certification Program, and the Certified User Agreement, **Exhibit E** 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. At a minimum, the text contained within the Certification Marks must be no smaller than 6 pt. font;
 2. Such advertising material, sales documents and product information shall state the name of the manufacturer or distributor in immediate relation to the Certified Product; and
 3. Such other information as necessary to comply with any applicable local, state or federal regulations or other legal requirements regarding advertising, product labeling, and/or product use.
- c. 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 that Licensor endorses the Certified Product, or imply that Licensor believes that the Certified Product meets any standards other than those set forth in the Certification Program.
- d. Licensee shall pay all License fees set forth in **Exhibit C** as they become due.
- e. Licensee shall use the Certification Marks on or in connection with the Certified Product whenever it claims that the Certified Product is certified hereunder.
- f. 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, if any such manufacturer uses the Certification Marks for any unauthorized purpose, Licensee shall cooperate fully in bringing such use to an immediate halt.

- g.** The Licensee may manufacture and sell the Certified Products for other parties to be sold by them under the other parties marks or brand if they are registered as a Certified User by:

 - 1.** The Licensee and Certified User complete **Exhibit E**, detailing the products to be manufactured, along with the trademarks used and item numbers, e.g., SKU.
 - 2.** The appropriate fees shall be paid, as specified in **Exhibit C**.
- h.** Upon receiving the completed documentation, the Licensor will issue a unique Certification Marks to be used on the Certified Users products. The term of use for the Certification Marks by such Certified User shall be concurrent with this License Agreement and terminate with this License Agreement.
- i.** 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.
- j.** Licensee shall not use or permit the use of the Certification Marks 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 E**.
- k.** 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.
- l.** Licensee agrees not to use any Certification Marks or any trademarks incorporating all or any part of the Certification Marks on any business sign, business cards, stationary or forms (except as licensed herein) or to use any Certification Marks as the name of Licensee's business or any division thereof.
- m.** Licensee shall not be authorized to obtain, maintain and use the Certification Marks or any trademark incorporating all or any part of the Certification Marks 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 on their websites. In case of such approval, Licensee shall

strictly comply with the instructions of Licensor, such as instructions to cease any use of the names.

- n. 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.
- o. Licensee shall only use the Certification Marks on a finished product which has been certified hereunder. Licensees who sell intermediates and/or ingredients (including, but not limited to inks, coatings, adhesives, fiber, paper, coated paper, coated board, films, sheet), which are Certified Products do 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.
- p. Licensee shall pay to Licensor the License fees set forth in **Exhibit C**. 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.
- 5.

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 it manufactures and stores the Certified Products to ensure conformity with the License Agreement and Certification Program; (ii) the records of tests made with respect to Certified Products; and (iii) any additional 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, 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.

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, NSF, any of their parents 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 Licensor Indemnified Parties harmless at no cost or expense to the Licensor Indemnified Parties whatsoever. The Licensor Indemnified Parties, if deemed reasonably necessary by a Licensor 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 Licensor.

- c. Licensee agrees that, in the event that one or more of the Licensor's 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, Licensor or the Licensor Indemnified Party shall notify Licensor and the Licensor shall reimburse the Licensor Indemnified Party for all reasonable expenses, including attorneys' fees, related to those proceedings concerning Licensor, its products and/or its services.
- d. Licensor and NSF shall have no liability to Licensor or to 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 Licensor and NSF shall be limited to the total amount actually paid to Licensor under this License Agreement. 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.
- e. Licensee agrees that any disclaimers of representations, disclaimers of warranties, any limitations of liability of Licensor, and/or any protection afforded to Licensor in this License Agreement shall be equally applicable to NSF as if NSF were specifically named in such provision or a signatory to this License Agreement.
- f. The provisions of this Paragraph shall survive the expiration or any termination of this License Agreement.

IX. 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 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.

X. 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. 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.

XI. CONFIDENTIALITY

All rights and obligations of the *Confidentiality Agreement for Compostable Certification Marks Product Review* executed by Licensor, NSF and Licensee, attached hereto as **Exhibit G**, are incorporated herein by reference and are in full force and effect. Notwithstanding the foregoing, NSF and 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.

XII. 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 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 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.

- f.** 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.

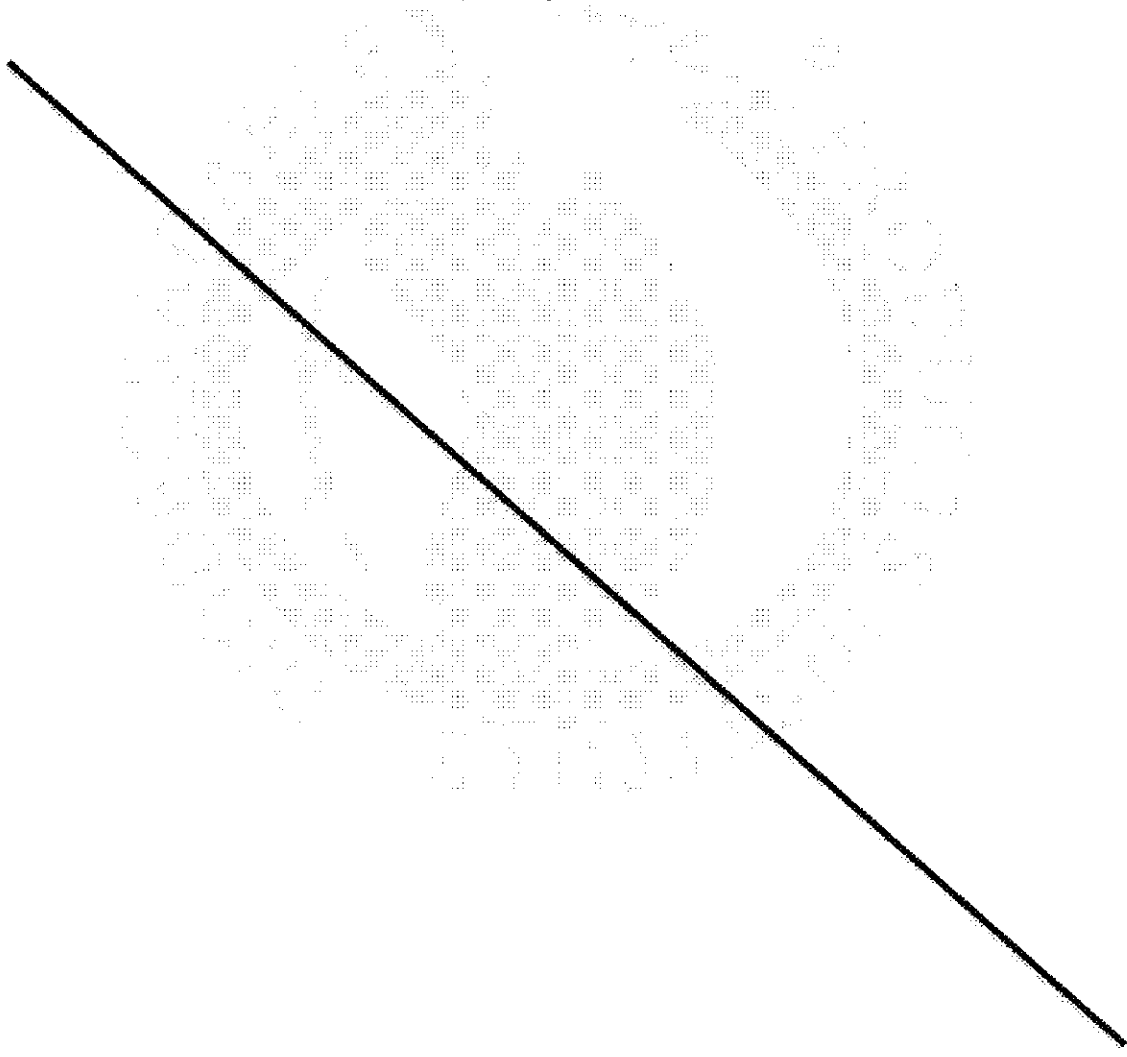


EXHIBIT A

Certification Program for Compostable Products “The Certification Program”

Exhibit A

Certification Program for Compostable Products “The Certification Program”

Licensors will issue a Certificate to an Applicant, the Licensee or prospective Licensee, for a Product if it is determined, pursuant to the procedures set forth below, that all of the following criteria are met:

- The Product meets or exceeds the specifications set in ASTM D6400 or D6868, as demonstrated by tests performed by an Approved Testing Laboratory according to the methodologies specified in these specifications and approved by NSF;
- The Product meets the Application and Review Requirements set forth in Section I and is in continuing compliance with the License Agreement;
- The Applicant has paid Licensor all applicable fees set forth in Exhibit C herein;
- The Applicant has executed a License Agreement with Licensor; and

I. APPLICATION REQUIREMENTS AND REVIEW

Application

To initiate an application for certification, an Applicant shall submit the following material to NSF at 789 Dixboro Road, Ann Arbor, Michigan 48105-USA

1) Customer Documentation and Samples

- a) Customers who are new to both NSF and Licensor must complete the following forms:
 - i) Customer Information Form
 - ii) Declaration Page
 - iii) Non-disclosure Agreement (NDA)
- b) Upon receipt of sample shipping forms, representative samples must be submitted to NSF International

2) Formulation and Material Characteristics

- a) Full formulation disclosure of each constituent >0.1% including its associated dry weight percent and supplier information, CAS#'s and Material Safety Data Sheets (MSDS). The overall formulation percentage should equal 100. There are no concentration limits for carcinogens, reproductive toxins, or environmentally

dangerous chemicals (PBT substances). Any external additive such as inks, coatings, lacquers and adhesives must be included in the formulation information.

- b) Description of the Product(s) including a list of specific brand names and item numbers (also known as stock keeping units or SKU) under which the product is identified to customers and in the market. For resins, intended end use(s) and manufacturing processes (injection, extrusion, thermoform, foodservice, film bags, laminations etc.)
- c) Maximum thickness
- d) Maximum density (required for bagasse, molded pulp and paper products)
- e) Din Certec or Vincotte certificates, if applicable

3) Test Data to demonstrate compliance with ASTM D6400 or ASTM D6868

- a) Biodegradation (Test data may not be older than 2 years)
 - i) Biodegradation of the substrate by at least one of the following:
 - (1) Provide evidence of biodegradation of the substrate through the use of an approved Licensor material
 - (2) Provide evidence of biodegradation of the substrate through testing performed by an Approved Testing Laboratory according to ASTM D5338 or an equivalent method (i.e. ISO 14855)
 - (3) Provide evidence of >95% biobased carbon content according to ASTM D6866 for unmodified materials of natural origin or paper
 - (4) Provide evidence of biodegradation of the substrate through scientific literature and/or research studies
 - ii) Biodegradation of individual organic additives present in concentrations 1-10%, including, pigments, inks, colorants, scents, secondary polymers, glues, etc., by at least one of the following:
 - (1) Provide evidence of biodegradation of an additive through the use of an approved Licensor material
 - (2) Provide evidence of biodegradation of the additive through testing performed by an Approved Testing Laboratory according to ASTM D5338, ISO 14855, ISO 14851 or ISO 14852.
 - (3) Provide evidence of biodegradation of the additive through scientific literature and/or research studies
- b) Disintegration of the Final Product (Test Data must not be older than 2 years)
 - i) Quantitative disintegration of the final product at its maximum thickness and/or density, conducted by an Approved Testing Laboratory according to methods accepted in the most recent versions of ASTM D6400 or ASTM D6868 standard specifications

- e) Ecotoxicity / Phytotoxicity (Test Data must not be older than 3 years)
 - i) Ecotoxicity should be performed according to OECD 208 after a successful disintegration test which was performed on the final product
 - ii) Must include the germination rate and biomass results for two plant species
 - iii) Ecotoxicity of additives > 0.1% must show proof that they are non-toxic

- d) Regulated Metals Content (Test data must not be older than 1 year)
 - i) To be performed on the final product
 - (1) Zinc, copper, nickel, cadmium, lead, mercury, chromium, molybdenum, selenium, arsenic and cobalt.
 - (2) To be performed by an Approved Testing Laboratory or ISO 17025 accredited laboratory for this specific method

- c) Ash Content - Volatile Solids Content (Test data must not be older than 1 year)
 - i) To be performed on the final product
 - (1) To be performed by an Approved Testing Laboratory or ISO 17025 accredited laboratory for this specific method

- f) ATR or FTIR (Test data must not be older than 1 year)
 - i) To be performed on the final product / product layers
 - (1) To be performed by an Approved Testing Laboratory or ISO 17025 accredited laboratory for this specific method

II. REVIEW OF APPLICATION

NSF shall be responsible for review of applications for certification.

Upon receipt of an application, NSF shall determine whether the application contains all the information in the content and form required. NSF shall notify the Applicant of any deficiencies noted, and allow the Applicant to remedy such deficiency;

- D) In accordance with the following procedures, NSF:
 - a) Shall determine if the Product for which certification is sought satisfactorily meets or exceeds all the specifications set forth in ASTM D6400 or D6868:

 - b) Shall upon appointment, and before reviewing an application or any related information from the Applicant, determine whether it has a Conflict of Interest with the Applicant or the Approved Testing Laboratory(s) used by the Applicant;

 - c) May, in its sole and absolute discretion, accept as conclusive test data submitted by an Applicant from an Approved Testing Laboratory without directing other or additional

testing by another Approved Testing Laboratory, provided that such data is complete, the Applicant has submitted certifications from the Approved Testing Laboratory as required above. If NSF in its sole and absolute discretion, finds that the test data from an Approved Testing Laboratory submitted by the Applicant is deficient in some respect, NSF may (i) direct the Applicant to submit new or additional data from the same or another Approved Testing Laboratory, at the Applicant's expense, or (ii) with prior written notice to the Applicant, arrange to test the Product submitted by the Applicant at an Approved Testing Laboratory with the costs of such testing paid by the Applicant in advance.

III. APPROVAL OR REJECTION OF APPLICATION

- 1) Within sixty (60) days after the Applicant has submitted its application or, where applicable, NSF has received any further information it may request from Applicant, NSF shall decide on whether to approve or deny the application which will be noted in the final Licensor Certification Report.
- 2) At the time of its decision, NSF shall prepare a detailed written statement in the Licensor Certification Report of its reasons for approving or denying an application, and shall promptly provide a copy of such report to the Licensor and the Applicant.
- 3) NSF's approval will be valid for 3 years, providing that the Product formulation is unchanged and the Product thickness or density is not increased. Applicants shall recertify within 3 years of such approval as provided for herein.
- 4) The decision of NSF shall be conclusive and binding upon an Applicant, except to the extent that an Applicant has a right of appeal as provided for herein.

IV. RECERTIFICATION OR RENEWAL OF CERTIFICATION OF COMPLIANCE AND INFORMATION SUBMITTALS BY THE LICENSEE

Upon any renewal of the Certification and License Agreement, Licensee shall provide test data generated by an Approved Testing Laboratory and other appropriate information to NSF including:

1) Customer Documentation and Samples

Licensees who are new to NSF must complete the following forms:

- a) Customer Information Form
- b) Declaration Page

- e) Upon receipt of sample shipping forms, representative samples must be submitted to NSF International

2) Formulation and Material Characteristics

- a) Full formulation disclosure of each constituent >0.1% including its associated dry weight percent and supplier information, CAS#'s and Material Safety Data Sheets (MSDS). The overall formulation percentage should equal 100. There are no concentration limits for carcinogens, reproductive toxins, or environmentally dangerous chemicals (PBT substances). Any external additive such as inks, coatings, lacquers and adhesives must be included in the formulation information.
- b) Description of the Product(s) including a list of specific brand names and item numbers (also known as stock keeping units or SKU under which the product is identified to customers and in the market. For resins the intended end use(s) and manufacturing processes (injection, extrusion, thermoform, foodservice, film bags, laminations etc.)
- c) Maximum thickness
- d) Maximum density (required for bagasse, molded pulp and paper products)
- e) Din Certeco or Vincotte certificates, if applicable

3) Test Data required for recertification to demonstrate compliance with ASTM D6400 or ASTM D6868

Test data required in this section may not be older than 1 year old and testing must be conducted on the final product.

- a) Regulated Metals Content
 - i) Zinc, copper, nickel, cadmium, lead, mercury, chromium, molybdenum, selenium, arsenic and cobalt.
 - (1) To be performed by an Approved Testing Laboratory or ISO 17025 accredited laboratory for this specific method
- b) Ash Content (Volatile Solids Content)
 - i) To be performed by an Approved Testing Laboratory or ISO 17025 accredited laboratory for this specific method
- c) ATR or FTIR
 - i) To be performed by an Approved Testing Laboratory or ISO 17025 accredited laboratory for this specific method

V. APPEAL OF APPLICATION DENIAL

1) Right of Appeal

- a) An Applicant shall have a right to appeal a denial of certification by NSF. When there is an appeal NSF shall have Three (3) independent experts under the guidance of Licensor's Scientific Chair to review all the submitted information and render a decision either to agree with NSF's findings or to overrule them. If NSF's findings are overruled, the product will be certified. The client shall bear all the costs for the appeal, which will be paid prior to and decision.

2) Appeal Procedure

- a) To initiate an appeal, an Applicant must submit to NSF within thirty (30) days of receipt of the written statement of reasons for denial: (a) a written notice of appeal, including any arguments or additional information relating to the reasons for denial; and (b) payment of the appropriate fee, as provided by NSF. NSF shall promptly provide a copy of such appeal notice to Licensor's Scientific Chair.
- b) Upon receiving a copy of such notice and before reviewing any aspect of the appeal, the Scientific Chair shall nominate three qualified experts to constitute a Review Committee whose members shall determine whether he or she has a Conflict of Interest with the Applicant or the Approved Testing Laboratory(s) used by the Applicant.
- c) The Review Committee shall review the application, any further information submitted or developed regarding the application, and the NSF's written statement of reasons for denying the application.
- d) No later than sixty (60) days after receipt of a notice of appeal, the Review Committee shall vote on whether to approve or deny the application. The standard for approval or denial shall be (a) whether the information submitted by the applicant is in the content and form required herein; and (b) whether the Product meets or exceeds all the specifications set forth in ASTM D6400 or D6868. A majority of the Review Committee will be needed to overturn NSF's findings.
- e) The Review Committee shall promptly provide to Licensor and the Applicant a detailed written statement of its reasons for approving or denying an application.
- f) The decision of the Review Committee shall be conclusive and binding upon an Applicant.

VI. INVESTIGATIONS

1) Compliance Verification Review

- a) Licensor, or NSF 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 NSF 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 Approved Testing Laboratory designated by Licensor or NSF, provided that such Approved 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 NSF 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

NSF 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, NSF 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. NSF 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 NSF 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 NSF 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, NSF Shall obtain and conduct tests as provided above 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 NSF 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, NSF 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, NSF shall obtain and conduct tests as provided above 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 NSF 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, NSF 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 NSF 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 standard, NSF 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 NSF, the Licensee may submit, and NSF 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 NSF has completed its investigations and before any decision by NSF 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.

VII. GENERAL GUIDELINES FOR REVIEWS AND INVESTIGATIONS

(A) Documentation

- a) All proceedings of and decisions by the Product Review Panel and NSF shall be thoroughly documented and maintained by Licensor.

(B) Conflict of Interest

A Conflict of Interest shall be deemed to exist when NSF, 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) NSF, 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 NSF, 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:
- e) In the case of an application review or an investigation, the person shall be replaced by another qualified expert and

f) In the case of an appeal, the person shall recuse himself or herself from the review process.

g) 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

a) 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.

VIII. GENERAL PROVISIONS

1) Revisions

The Certification Program (Exhibit A), 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, NSF shall publish an effective date of implementation. All Certified Products shall be verified as complying with the requirements of the revised Standards in effect 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 B

CERTIFICATION MARKS



1.



COMPOSTABLE
IN INDUSTRIAL FACILITIES

Check locally, as these do not meet many
country codes. **Not suitable for backyard
composting.**

For products (and their packaging) sold in the **United States and Canada**, the text incorporated in the artwork is required to fulfill the requirements of the Federal Trade Commission's Environmental Marketing Guides. This text must appear in 6 pt. type or larger.



2.	 <p>COMPOSTABLE IN INDUSTRIAL FACILITIES</p> <p>Check locally, as laws do not exist in many communities. CERT #</p>	<p>For use on all products and (their packages) sold in the United States and Canada, which have passed testing to meet a 3rd party certification for home compostability. Certificate must be filed with the BPI. Minimum acceptable font size is 6 pt. type.</p>
3.	 <p>COMPOSTABLE</p> <p>For use on all products and (their packages) sold ONLY in Canada. The qualification language must be in a minimum of 6 pt. type.</p> <p>CERT # 0100000</p>	<p>For use on all products sold ONLY in Canada. The qualification language must be in a minimum of 6 pt. type.</p>
4.	 <p>COMPOSTABLE</p> <p>For use only on small products where space is tight and the "qualification language" would not be legible. The word "Compostable" may be inserted next to or below the symbol. However, on packaging, one of the 3 large logos shown above, with the appropriate qualification language, must be used.</p>	<p>For use only on small products where space is tight and the "qualification language" would not be legible. The word "Compostable" may be inserted next to or below the symbol. However, on packaging, one of the 3 large logos shown above, with the appropriate qualification language, must be used.</p>
5.	 <p>COMPOSTABLE IN INDUSTRIAL FACILITIES</p>	<p>For use on sales materials, websites signage, such as posters and tradeshow booths. However the required legal copy must be shown in close proximity to this version of the logo.</p>

Note: Six point (6 pt.) type size is the minimum acceptable to insure legibility of the required in the US or Canada. Also, each product and package must carry the manufacturer's certification number.

EXHIBIT C

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

EXHIBIT C

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

Application Fee – Standard Review:

\$1,500 per product for which certification is sought.

In the case of applications for multiple product certifications, an estimate will be provided.

Fee for Renewal of License (every three years): \$ 1,000 per Certified Product

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 Renewal of License).

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

\$1,500/year for each Certified User, if the Certified User is invoiced directly.

-or-

\$400/year/ for each Certified User where the fee is paid for by the Licensee along with Licensee's Annual License Fee. (Discounts for more than Five (5) Certified Users being paid for by a Licensee may apply.

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

EXHIBIT D

FORM FOR CERTIFICATE

FOR RESINS (INTERMEDIATES) & PRODUCTS

CERTIFICATE ***For Products***

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 THE 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 THE COMPANY, (the “Licensee”) a corporation of ANY TOWN, ANY STATE, ANY COUNTRY.

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.



BPI 

COMPOSTABLE
IN INDUSTRIAL FACILITIES

Check locally as these do not exist in many communities. Not suitable for backyard composting. CERT # S-A-M-P-L-E

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 THE COMPANY, (the “Licensee”) a corporation of ANY TOWN, ANY STATE, ANY COUNTRY.

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.



COMPOSTABLE
IN INDUSTRIAL FACILITIES

Check locally as there is not much in most countries for backyard composting. CERT # S-A-M-P-L-E

Valid Until: Date

Certificate #:

Exhibit E

CERTIFIED USER AGREEMENT AND PRODUCTS



CERTIFIED USER AGREEMENT AND PRODUCTS

This is an agreement effective _____, _____ between [Company Name] ("Certified User"), International Biodegradable Products Institute, Inc. ("BPI") and Licensee of BPI [Company Name], "Licensee."

WHEREAS, BPI has granted to the Licensee under a License Agreement dated [date] ("License Agreement"), the non-exclusive right to advertise, promote, distribute and sell to specified Customers throughout the specified Territory, certain Certified Products in association with the Certification Marks owned or controlled by BPI. A copy of this License Agreement is attached hereto.

WHEREAS, the Certified User has been granted a license from Licensee and BPI to use the Certification Marks on the sale and use of such Certified Products purchased from the Licensee, within the framework and subject to the terms and conditions specified in the attached License Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained and/or referenced herein, the Licensee, BPI and Certified User hereby agree as follows:

1. Licensee and BPI confer the rights herein to the Certified User under the same terms and conditions as specified in the attached License Agreement.
2. Prior to beginning any new production, marketing, or distribution of any Certified Product purchased from Licensee, Certified User 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 consistent with this Certified User Agreement. Certified User shall also 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 the Certified User. Attached hereto is a list of the Certified User's Product approved herein, such list may be amended in writing from time to time as agreed to by all parties hereto.
3. Additionally, during the term of the Certified User Agreement, the BPI and/or Licensee may periodically review the Certified User's use of the Certification Marks and the quality of its products in connection with which the Certified User uses the Certification Marks, to which the Certified User agrees, and will cooperate.
4. It is further agreed 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.
5. Certified User acknowledges that it will use the Certification Marks only in conjunction with Certified Product purchased from Licensee. Certified User shall not use the Certification Marks on any other products. This agreement is non-transferable.

6. Nothing contained in this Certified User Agreement shall be deemed to imply any restriction on the Certified User's freedom and that of their customers to sell the Certified Products at such prices as the Certified User or their customers shall determine.
7. The certification of the Certified Product by BPI 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.
8. Upon full execution of the Certified User Agreement, BPI shall issue to the Certified User a Certificate that includes a Certificate Number.
9. The Certified User agrees that its use of the Certification Marks creates no independent ownership rights, and that when the Certified User Agreement terminates all use by the Certified User must cease.
10. The Certification Program shall be governed by and construed under the internal laws (not the conflict laws) of the State of New York.
11. 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 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.

CERTIFIED USER

By: _____
 (Authorized signatory)
 Name:
 Title:
 Date:

Phone:
 Email:
 Fax
 Certificate Number: _____

LICENSEE

By: _____
 Name: Steven Mojo
 Title: President & CEO
 Date:
 Phone:

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

Email:
 Fax:
 International
 Biodegradable
 Products
 Institute,
 Inc.
 By: _____

Name: Steven A Mojo
 Title: Executive Director
 Date:
 Phone:
 Email: exec.director@bpiworld.org
 Fax: 508-858-0608

CERTIFIED USER PRODUCTS

Exhibit F

Confidentiality Agreement for Compostable Certification Marks Product Review

