CSI Licensing Agreement



1. The Parties

(a) This agreement ("The Agreement") is entered into by and between Certified Seafood International, Inc. ("The Program") and the organization listed at the bottom of this agreement ("The Licensee"). The Program and The Licensee are the parties to The Agreement ("The Parties").

2. Grant of Permission

(a) Subject to the terms and conditions in The Agreement, The Licensee is hereby granted permission to use the CSI ecolabel and claim, except that no such use may occur on consumer-ready packaging or at the point of sale to consumers.

3. Prohibition of Unauthorized Use

(a) Use of the CSI ecolabel and claim must strictly adhere to the CSI Ecolabel and Claim Guidelines ("The Guidelines"). Any use inconsistent with The Guidelines is prohibited.

4. Chain of Custody

- (a) The Licensee must obtain certification to CSI's <u>Chain of Custody Standard</u> prior to execution of The Agreement, and is required to list its Chain of Custody certificate number on the signed agreement where indicated below. The Licensee must maintain certification while The Agreement remains operative.
- (b) When using the CSI ecolabel or claim in relation to specific certified product, The Licensee's Chain of Custody certificate number must be proximately displayed. The Licensee's valid Chain of Custody certificate must list all fisheries from which the seafood is sourced, and The Licensee must ensure that supply chain integrity is maintained consistent with CSI Chain of Custody requirements.

5. Licensee Fees

(a) The Licensee agrees to pay an annual USD \$500 fee to The Program. When The Agreement is first executed, the fee will be assessed on a pro rata basis for the remainder of the calendar year. Thereafter the fee will be assessed for each calendar year.

6. Restrictions and Compliance

(a) The Program owns the Certified Seafood International (CSI) ecolabel, including all variations of the ecolabel that feature different languages and harvest origins. The CSI ecolabel remains the property of CSI and is protected under trademark laws.

- (b) The authorization granted by The Program to The Licensee to use the CSI ecolabel and claim may not be sublicensed or transferred.
- (c) Unauthorized or improper use of the CSI ecolabel, or misleading characterization of the assurance that CSI provides, constitute a breach of The Agreement by The Licensee and may result in termination of The Agreement by The Program and/or legal action.

7. Commencement, Variation, Suspension and Termination

- (a) Execution of The Agreement by The Parties is required prior to any use of the CSI ecolabel or claim by The Licensee.
- (b) The Program may update these terms at any time, with changes effective upon notification.
- (c) The Agreement is suspended for any product during any period when the Chain of Custody certificate of The Licensee is not maintained for that product.
- (d) The Licensee must notify The Program in writing if it wishes to terminate The Agreement. If notice is provided during a calendar year in which The Licensee has commenced use of the CSI ecolabel or claim, the full Licensee Fee for that year must be paid to The Program.

8. Agreement and Acknowledgment

(a) The Agreement is hereby executed by The Parties, who understand, acknowledge and agree to abide by its terms and conditions.

The Licensee: Organization Name: Address: City, State, Zip: Phone: Email: Chain of Custody Certificate #: Signature: Name & Title: Date: Name & Title: