

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE  
BUY CALIFORNIA ADVERTISING AND PROMOTIONAL CAMPAIGN**

**LICENSING AGREEMENT**

The State of California, Department of Food and Agriculture ("Department"), and  
----- ("Participant") hereby agree as follows:

Upon full execution of this Licensing Agreement, the Department grants Participant nonexclusive, royalty-free permission to use the Buy California Marketing Agreement's ("Agreement's") Certification Mark (United States Patent & Trademark Office Registration Number 2,792,670), and the phrase "CA Grown" on Participant's labels and packages in accordance with, and subject to, the provisions of this Licensing Agreement.

**I. RECITALS**

A. The California Department of Food and Agriculture and the Buy California Marketing Agreement developed the Advertising and Promotional Campaign ("Campaign") to increase awareness and consumption of California agricultural products (generic and branded) among California consumers.

B. The Buy California Advertising and Promotional Campaign involves multiple California agricultural products, is generic in nature, and revolves around the development of a California identity message, and may include, but is not limited to, advertising, merchandising, sales and consumer promotion, consumer education, media outreach, marketing and scientific research, health promotion, and public relations.

C. The intent is to use the Certification Mark to differentiate for retailers and consumers product meeting the standard of identity from product that does not.

D. The mark and phrase "CA Grown" (Exhibit LA-1) is owned by the Department, and is referred to as in this Licensing Agreement as the "Certification Mark."

E. Participant has applied to the Department for permission to use the Certification Mark in connection with the purposes expressed in A., B., and C., above.

**II. PAYMENT**

The Olive Oil Commission of California shall pay \$5,000 per year to grant use the Certification Mark to Olive Oil Commission of California members. The calculation upon which this fee is based may also be viewed at the headquarters of the Buy California Marketing Agreement.

### III. PROVISIONS RELATING TO THE CERTIFICATION MARK

#### A. Use

1. The Certification Mark shall only be applied to product that meets the standard contained in Food and Agricultural Code section 43100 (produced in California or harvested in its surface or coastal waters), except as specified in 2. below. For this purpose, product whose components are 100% grown or harvested in California or its surface or coastal waters will be presumed to meet the statutory standard.

2. The Certification Mark may be used in advertisement in conjunction with the phrase "look for this mark."

3. Participant shall provide reasonable assurances it has a system in place to meet the above requirements. Participant shall maintain records sufficient to audit this system for the life of the licensing agreement and shall make those records available upon request to the Department.

#### B. Image Requirements

1. The Certification Mark shall be reproduced only in authorized colors as displayed in the on the password protected website provided upon execution of this Licensing Agreement.

2. The Certification Mark may be adjusted in size provided the proportions are not changed; however, the Certification Mark may not be reduced smaller than 7/8" wide by 1/2" high.

3. The Certification Mark shall not be altered in any way other than specified in B.2. above.

4. Participant's name and/or trademark may not be inserted within or overlap the boundaries of the Certification Mark.

5. Participant shall not use the Certification Mark as its own mark, or as the exclusive representation of Participant's business entity.

#### C. Message Created by the Certification Mark

1. If the Department, in its discretion, finds that a particular use of the Certification Mark is inconsistent with the Campaign, it may require the Participant to discontinue that particular use of the Certification Mark.

2. Participant's advertising, promotional or merchandising materials which use the Certification Mark shall not be, or make any claims which are, false, misleading, or deceptive, including, but not limited to, claims which discredit, disparage, or otherwise unfairly attack the

quality, value, sale, or use of any competing product. Participant shall at all times comply with advertising standards of all applicable local, state, and federal laws.

3. Upon the Department's written notice, Participant shall, from the time of the notice on, obtain the Department's pre-approval for Participant's use of the Certification Mark. Pre-approval by the Department pursuant to this paragraph shall in no way affect Participant's obligations to use the Certification Mark consistent with the other provisions of this Licensing Agreement.

**D. Ownership and Protection of the Certification Mark**

1. Participant recognizes the great value of the goodwill associated with the Certification Mark and acknowledges that the Certification Mark and goodwill are the property of the Department. Participant agrees to do nothing to diminish the value of the Certification Mark and to reasonably assist the Department in its efforts to protect the Certification Mark.

2. While the Department intends to promote the Certification Mark and the consumer recognition thereof, nothing in this Licensing Agreement shall be construed to impose on the Department any particular obligation or requirement to promote the Certification Mark.

**E. Records**

1. Participant shall at all times during the term of this Licensing Agreement create and maintain records evidencing Participant's compliance with the terms and conditions of this Licensing Agreement, including, but not limited to:

- a. Documents identifying that the product labeled with the Certification Mark was a California agricultural product as defined in section 11.A.2. above;
- b. A description of how the Certification Mark was used on advertising and promotional materials, including types and quantities; and
- c. Examples of Participant's actual usages of the Certification Mark in the stream of commerce.

2. Six months following execution (or renewal) of this Licensing Agreement, Participant shall submit a certification attesting to its compliance with this Licensing Agreement. Unless the Department specifies otherwise, the certification shall contain the information specified in paragraph b. and c. above. The Department may require additional status certifications upon written notice to Participant.

**IV. CONDITIONS OF THIS AGREEMENT**

**A. Indemnification**

Participant shall indemnify and hold harmless the Department, the State of California, and each of their respective employees, officers, directors, and agents from any claims, actions, suits, injuries, damages, costs, expenses (including, but not limited to, attorneys' fees), and/or other liabilities arising out of or connected with: (i) Participant's use of the Certification Mark;

(ii) Participant's breach of this Licensing Agreement; and/or (iii) the promotion, sale, use, or consumption of Participant's product.

**B. Termination**

1. This Licensing Agreement shall commence as of the date signed by the Department and shall terminate on June 30 of the year following. The Department may also terminate this Licensing Agreement effective ninety (90) days from the date written notice is served on Participant or as otherwise specifically provided in this Licensing Agreement.

2. Should the Department determine that Participant has failed to comply with any of the obligations or conditions set forth in this Licensing Agreement, the Licensing Agreement and all rights to use the Certification Mark may be terminated by the Department effective immediately upon service of notice by regular and certified mail. Participant acknowledges that improper use of the Certification Mark would result in irreparable harm, and the Department may seek and obtain a court order restraining Participant's further use of the Certification Mark. The remedies provided herein are cumulative and in addition to any other rights or remedies the Department may have at law or equity.

**C. Attorney's Fees**

In any litigation between the Parties related to this Licensing Agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses and actual costs of suit.

**D. Communication and Notices**

Any notices, reports, or communications sent pursuant to this Licensing Agreement shall be in writing and served personally or by certified mail, postage and charges prepaid, addressed as follows:

CALIFORNIA DEPARTMENT OF  
FOOD AND AGRICULTURE  
Buy California Marketing Agreement  
1220 N Street, Suite 409  
Sacramento, CA 95814  
(916) 654-0321  
FAX: (916) 653-4723

PARTICIPANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. Assignment Prohibited**

The permission to use the Certification Mark herein granted is personal to Participant and may not be assigned or transferred in any way without prior written consent of the Department.

**F. Entire Agreement**

This Licensing Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or agreements between the Parties relating to this subject matter.

**G. Waiver of Provisions**

None of the provisions of this Licensing Agreement may be waived or modified except expressly in writing and signed by both Parties.

**H. Applicable Law**

This Licensing Agreement shall be interpreted and construed in accordance with the laws of the State of California.

**I. Jurisdiction**

Participant agrees to submit to the jurisdiction of the courts of the State of California and/or the United States of America for purposes of any dispute arising out of this Licensing Agreement.

**V. SIGNATURES**

**Having read and understood the preceding pages, Participant hereby agrees to abide by the terms and conditions of this Licensing Agreement.**

Date: \_\_\_\_\_

Participant: \_\_\_\_\_  
Please print or type company name

By: \_\_\_\_\_  
Signature and printed name

Title: \_\_\_\_\_  
Please print or type

**Accepted:**

Date: \_\_\_\_\_

**California Department of Food and Agriculture**

By: \_\_\_\_\_  
Signature and printed name

Title: \_\_\_\_\_  
Please print or type

**LICENSING AGREEMENT  
EXHIBIT LA-1**



Primary Blue: Pantone 301C  
Lighter Blue: Pantone 3005C  
Yellow: Pantone 136 C

Font used in license plate: Futura Condensed  
Font used for tagline: Future Normal

Please email completed forms to [nick@agamsi.com](mailto:nick@agamsi.com) or mail to: Nick Matteis, Buy California Marketing Agreement, 1521 I Street, Sacramento, CA 95814.