



Round Table on Responsible Soy Association

Control License Agreement for RTRS Licensed Material

I. Entered into

The Round Table on Responsible Soy Association, Ciudad de la Paz 353, 3° piso, of 307, Buenos Aires, Argentina, represented by its Executive Director, Agustín Mascotena

AND

BAKKERIJ BAKELS BV
HELICOPTERSTRAAT 7
1059 CE AMSTERDAM

(Complete with name and type of legal entity, legal address in CAPITAL LETTERS), hereinafter referred to as the LICENSEE

II. Definitions:

Agreement: It means the present agreement, the Licensed Material and the RTRS standards and policies related to its certification scheme, standards and logo usage, trademarks and authorised claims.

Licensed Material: It means the RTRS trademarks which are licensed under this agreement and described in the last version available of the RTRS Use of the Logo Claims Policy. This document is accessible at RTRS website: www.responsiblesoy.org.

RTRS: The Round Table on Responsible Soy Association.

Third parties: It refers to those parties (i.e. individuals, organizations, companies or groups of people) which are not parties to this Agreement.

III. Content

1. License to use Licensed Material

The RTRS grants the Licensee a royalty-free, revocable, nonexclusive and nontransferable license to use the Licensed Material for advertising purposes according to the RTRS Use of the Logo and Claims Policy and the Use of the Institutional Logo Policy.

The Licence shall be suspended ipso facto if the Licensee holds a nonconforming status regarding:

- Breach of the Contract signed between the Licensee and the RTRS (if applicable, for certification bodies and other exceptions)
- Certification and Accreditation body loss of recognition by the RTRS
- Lack of membership payment¹
- Noncompliance with RTRS standards and policies
- Breach of the present Agreement

In order to avoid any Market misinterpretation, while Licensee's rights are suspended, the Licensee shall neither use or be authorised to use the Licensed Material in any form whatsoever, nor be authorised to make reference to the RTRS Certification Scheme on any media to third parties such as websites, catalogues, leaflets, etc.

2. Obligations of Licensee

The Licensee shall use the granted rights in good faith and in accordance with the terms and provisions of this agreement and shall act in accordance with all the RTRS instructions. During the term of this Agreement and thereafter, the Licensee agrees not to adopt, use, permit the use of, register or request as a trademark or trade name, domain name or corporate name or as part thereof any of the present Licensed Material, or any term or translation having the same meaning as any of the foregoing.

3. Infringements

In the event that the Licensee learns of a potential infringement of the Licensed Material or that they are threatened or opposed by a third party, the Licensee shall notify the RTRS to the following e-mail address: grievances@responsiblesoy.org.



¹ In accordance with the provisions set forth in RTRS bylaws

4. Transparency and Information Protection

The Licensee authorises the RTRS to publish the company name and address of the Licensee and the licence number to ensure the transparency and credibility of the RTRS certification scheme.

5. Term and Termination of the Agreement

This Agreement has an unlimited duration as from its effective date.

This agreement may be immediately terminated in any of the cases where there is nonconformance according to the items mentioned in part 1 of this Agreement, part 3 or, additionally, for important reasons by providing written notice from the RTRS to the Licensee.

Apart from those included in part 1 or part 4, important reasons may be actions that either intentionally or through negligence damage the reputation of the RTRS.

6. Arbitration


Any disputes arising between the RTRS and the Licensee as regards the scope of this agreement shall be settled through the arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be Zurich, Switzerland, and the language of the arbitration proceedings shall be English.



Round Table on Responsible Soy Association


SIGNATURE PAGE

7. The Licensee accepts with the signature below the terms and conditions of this Agreement:

	
Sign here	
Name of signing representative	<i>A.M.J. Waldram</i>

TO BE COMPLETED ONLY BY THE RTRS

Type of organization in relation with the RTRS	Certification Body	
	RTRS Member	
	RTRS Trading Platform User	X
	Retailer	
	Accreditation Body	
	Other:	

Unique Licence number approved by the RTRS	RTRS-TMLA-NM-CTP-00074
Name of responsible person assigning the licence number	Agustin Mascotena
Effective date of this agreement	07/10/2014
Signature of responsible person assigning the Licence number	
Remarks	