



If you believe, belong.

SOYINK LICENSE AGREEMENT

This agreement is made as of this _____ day of _____, 20 __, by the **American Soybean Association** (“ASA”) and _____ (“Licensee”), located at _____.

ASA is the owner of the “Printed with Soy Ink” certification mark (the “SoySeal”) and has established minimum standards for use of the SoySeal.

Licensee is applying to ASA for the right to use the SoySeal on materials printed with ink containing soybean oil/soy protein.

The parties hereto agree as follows:

- I. **MINIMUM STANDARDS.** The SoySeal may be used by Licensee only on products meeting or exceeding the following established standards.

Soybean oil* as a percentage of total formula weight

TYPE OF INK	*% SOY OIL CONTENT
Black news ink	40
Color news ink	30
Cold-set ink	30
Carbon ink	25
Screen printing ink	25
Sheet-fed ink	20
Business forms ink	20
Metallic ink	10
Desensitizing ink	10
Heat-set ink	7
UV/EB ink	7
Stencil duplicator ink	6

*Soybean oil must be the predominant vegetable oil, with vegetable drying oils added as needed, but not to exceed the level of soybean oil set out in the respective formulation. Alcohol esters of soybean oil may be substituted directly for soybean oil in news, sheet-fed, cold-set and business forms inks to obtain the minimum concentration standard. The

minimum soybean oil concentration for heat-set inks increased to 15% (by weight) when alcohol esters of soybean oil replace soybean oil in this formulation.

Flexographic ink: This vehicle must contain a minimum of 20% soy protein; (water based) a minimum of 15% of the vehicle must be included in the ink.

II. **GRANT.** ASA hereby grants to Licensee a non-exclusive right to use the SoySeal on Licensees' publications, labels, packages and other promotional and merchandising material, subject to the requirements of this Agreement. If the Licensee has more than one office or satellite location, each location will be required to have its own agreement.

III. **ROYALTIES.** For and in consideration of the mutual promises herein, the Licensee shall pay ASA the sum of Three Hundred Fifty Dollars (\$350) per year, payable on or before January 1.

The royalty will be adjusted based on the quarter in which the agreement is executed.

January – March	April – June	July – September	October - December
100% or \$350	75% or \$262.50	50% or \$175	25% - \$87.50

IV. **DESCRIPTION AND USE.** ASA shall provide artwork of the SoySeal mark upon payment of the annual royalty. The SoySeal mark is to be clearly and distinctly affixed to product labels and packages to provide ready recognition that the ink contains soybean oil/soybean protein. The Licensee agrees to use the SoySeal mark in accordance with the standards for use of the SoySeal, as established in Item I.

The Licensee herein agrees that it shall use the trademark registered notice where the SoySeal mark is most prominently displayed upon a label, the product, in advertising, and the like, by applying the symbol '®' to the mark where it is most prominently displayed.

V. **TERMINATION OF CONTRACT.** Licensee is to cease using the SoySeal upon written notice by ASA to Licensee in the event, in ASA's sole judgment based on analytical findings, the ink does not meet the minimum standards as defined on Page 1 of this Agreement, or is not complying with the other terms and conditions of this agreement.

VI. **INDEMNIFICATION.** Licensee shall indemnify and hold harmless ASA's officers, directors, agents and assigns from and against all claims, actions, damages, expenses (including, but without limitation, reasonable attorney's fees) and liability whatsoever, arising out of or in conjunction with any breach of this Agreement by Licensee.

VII. **ASSIGNMENT/SUBLICENSING RESTRICTION.** The right to use the SoySeal herein may not be assigned or sublicensed without prior written consent of ASA.

VIII. **COMPLIANCE/AUTHORIZATION.** A sample of the packaging and a description of the ink (by brand name and type of formulation) that is to be certified must be supplied if requested by ASA.

Licensee also agrees to provide a description of all products/printed materials on which the SoySeal is being applied. Licensee is authorized to use the SoySeal on the following:

Product/Publication _____

Product/Publication _____

Product/Publication _____

Please attach a separate sheet for any additional product/publication descriptions.

AMERICAN SOYBEAN ASSOCIATION

LICENSEE

Signature

Name – Please Print

Date

Signature

Title

Phone Number

Fax Number

Email

Date

Please forward the signed user agreement to:

Farris Haley
American Soybean Association
12647 Olive Blvd., Suite 410
St. Louis, MO 63141
Phone: 314-576-1770
Email: fhaley@soy.org



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大豆油墨标识使用授权协议

本协议于 20__年__月__日由美国大豆协会（“ASA”）与经营地点位于_____的
_____（“受许方”）之间达成。

美国大豆协会是“Printed with Soy Ink”证明标识（“SoySeal”）的拥有人，并对 SoySeal 标识的使用制订出最低标准。

受许方向 ASA 申请 SoySeal 标识的使用权，标识于含有大豆油/大豆蛋白的油墨的印刷的物品之上。

为此协议双方同意如下条款：

一、 最低标准。受许方只能在满足或超过以下规定的标准时使用 SoySeal 标识。

大豆油在配方总重量中的百分比

油墨种类	*% 豆油含量
黑色新闻油墨	40
彩色新闻油墨	30
冷固着油墨	30
复写油墨	25
丝网印刷油墨	25
单张纸油墨	20
商业报表油墨	20
金属油墨	10
低感光油墨	10
热固着油墨	7
UV/EB 油墨	7
誊写复印油墨	6

* 需要添加干燥用植物油时，豆油必须是主要的植物油，但不能超过相应配方规定豆油量。豆油的醇脂可直接代替豆油使用于新闻油墨、单张纸油墨、冷固和商业报表油墨，以达到最低含量标准。豆油的醇脂代替豆油用于热固油墨中时，其豆油最低含量标准增加到 **15%**（以重量计）。

二、 **许可。** **ASA** 特此准许受许方非排他性的 **SoySeal** 标识使用权，在满足本协议所有要求的前提下，用于受许方的出版物、标签、包装和其它宣传推广和商业材料上。若受许方拥有一个以上的经营场所或多地经营，每一个经营单位均需单独申请许可协议。

苯胺油墨：此油墨媒介物必须至少含有 20%的大豆蛋白；且油墨中至少含有 15%的该媒介物（水基）。

三、 **使用费。** 鉴于双方上述相互承诺，受许方应向 **ASA** 支付使用年费三百五十美元（**\$350**），并于一月一日（含）之前付清。

使用费将根据本协议执行的季度进行调整

一月 — 三月	四月 — 六月	七月 — 九月	十月 — 十二月
100% 即 \$350	75% 即\$262.50	50% 即\$175	25% 即\$87.50

四、 **具体描述与使用方法。** **ASA** 在收到使用年费后将提供 **SoySeal** 标识的图案。**SoySeal** 标记应明显清晰地附加于产品的标签和包装上，以便于识别油墨中含有大豆油/大豆蛋白。受许方同意按照本协议第一条所规定的 **SoySeal** 使用标准使用 **SoySeal** 标识。

受许方兹同意 **SoySeal** 标识在标签、产品上，在广告和类似宣传中的最为明显的位置将“®”用于标识的最为明显的位置，以告知该标识已商标注册的信息。

五、 **协议的终止。** 基于分析的结果，一旦 **ASA** 单方认定油墨不符合本协议第一页确定的最低含量标准，或不符合本协议其它条款的规定，受许方在收到 **ASA** 发出的书面通知后应停止使用 **SoySeal** 标识。

六、 **免责。** 受许方应免除 **ASA** 工作人员、董事、代理人和委托人承担任何因受许方违反本协议或与受许方违反本协议相关的权利要求、法律行为、损害赔偿、费用（包括但不限于合理的律师费）及任何义务的责任。

七、 **分派/再授权限制。** 未经 **ASA** 的书面同意，**SoySeal** 标识的使用权不可分派或再授权。

八、 **合规/授权。** 若 **ASA** 要求，受许方必须提供进行认证的包装样品和油墨描述（商标名称和配方类型）。

受许方还同意提供所有使用 **SoySeal** 标识的产品/印刷品的详细说明。受许方获得授权用于如下物品：

产品/出版物_____

产品/出版物_____

产品/出版物_____

若有任何附加的产品/出版物的说明，请附另页说明。

美国大豆协会

受许方

签字

姓名（请正楷书写）

日期

签名

职务

电话号码

传真号码

电子邮箱

日期

请将已签字的用户使用协议快递给：

Julie Hawkins
American Soybean Association
12125 Woodcrest Executive Drive, Suite 100
St. Louis, MO 63141
Phone: 1.800.688.7692
Fax: 314.754.1350 or 314.576.2786
Email: julieh@soy.org