Description: Description: SPC.eps

# Agreement for Participation in the How2Recycle Label Program

This Agreement (“Agreement”) is entered into by and between \_\_\_\_\_ (“Participant”), and the Green Blue Institute, Inc. (“GreenBlue”), a Delaware non-profit corporation with offices in Charlottesville, Virginia.

Whereas, GreenBlue represents and warrants that it is the owner of all the intellectual property rights in the How2Recycle Label iconography and all supporting materials and has the right to license to Participant, use of the How2Recycle Label iconography as contemplated by this Agreement; and

Whereas, GreenBlue desires to promote the transparency, reliability and completeness of recyclability claims by disseminating educational materials through its How2Recycle Label and How2Recycle.info website; and

Whereas, Participant desires to increase the transparency, reliability and completeness of its packaging, paper, and/or product recyclability claims by participating in the How2Recycle Label; therefore Participant and GreenBlue agree as follows:

**1. Definitions**

1.1 “How2Recycle Label” refers to a label system and associated iconography owned, developed and licensed by GreenBlue for the purpose of facilitating and encouraging consumer recycling of packaging and industry-wide understanding of recyclability.

1.2 “How2Recycle Label iconography” refers to all intellectual property of GreenBlue used in the How2Recycle Label, including all service marks, labels, symbols, logos, written content and GreenBlue’s specific use of the mobius loop in connection with other How2Recycle Label elements.

1.3 The “Guidelines for Use” refers to a document published and periodically revised by GreenBlue which provides guidance on recycling categories for packaging components and directions for properly displaying How2Recycle messages. It is provided under separate cover.

**2. Grant License; Term and Termination**

2.1 GreenBlue hereby grants Participant a license to use, execute and display the How2Recycle Label iconography on its packaging, advertising, and website in the United States. This License Agreement and related labels may only be used for this purpose. GreenBlue does not warrant or represent that the label is applicable in markets outside of the United States. Participant may use an optional “US Only” qualifier if there is a possibility that a product will be exported.

2.2 This Agreement shall be effective as of the Effective Date of this Agreement set forth on page 5 of this Agreement and shall be through December 31, 2014. This Agreement shall automatically renew for an additional year on January 1 of each year unless either GreenBlue or Participant gives notice in writing at least 60 days prior to the anniversary date of its intent not to renew.

2.3 The amount of Annual Fee is:

$1,500 set-up fee if Participant requests modification to this License Agreement.

|  |  |  |
| --- | --- | --- |
| **Annual Fee by Company Size** | **Sustainable Packaging Coalition (SPC) Members** | **Non-SPC Members** |
| Small *(Revenue less than $10 million)* | $ 2,000 | $ 3,000 |
| Medium *(Revenue between $10 million to $1 billion)* | $ 3,000 | $ 4,500 |
| Large *(Revenue exceeding $1 billion)* | $ 4,000 | $ 6,000 |

2.4Participant may, in its sole discretion, terminate this Agreement at any time by providing GreenBlue with written notice of termination.

2.5 Following termination of this Agreement for any reason, within 6 months of such written termination notice, Participant shall cease to place any packaging or products in the marketplace that bears the How2Recycle Label iconography and any derivatives thereof. Participant may request an extension of time to due to any practical difficulties in order to run through existing packaging inventory and any such request shall not be unreasonably denied by GreenBlue.

**3. Certain Obligations of Participant**

3.1 Participant shall at all times comply with the Guidelines for Use published by GreenBlue and in the event of any uncertainty, shall seek guidance from the principal point of contact at GreenBlue.

3.2 Participant and contractors must use GreenBlue-provided artwork without alteration. Participant shall not adapt, alter or create a derivative work from any of the material provided by GreenBlue without the written consent of GreenBlue.

3.3 After applying the GreenBlue-provided artwork, Participant will provide GreenBlue with an on-package image that includes the How2Recycle Label for GreenBlue’s review the first time each label is applied to a different package type. GreenBlue will respond with any changes requested within two business days.

3.4 Participant shall provide GreenBlue with the following information, that will remain confidential within GreenBlue and will be de-identified prior to being aggregated with other participants’ information both for internal use as well as public reporting. The objective of such aggregation shall be to ensure that Participant’s identity is not revealed and cannot be determined from the manner in which the data is presented. GreenBlue will provide draft text regarding aggregated information to Participant for its prior written approval before dissemenation. Information required by GreenBlue for tracking includes:

* Number of SKUs and approximate number of packages carrying the How2Recycle Label;
* Geographic distribution of packages carrying the How2Recycle Label;
* A reasonably detailed description of any applicable work done or data gathered by Participant regarding specific package recyclability, if it exists.

3.5 Participant shall use commercially reasonable efforts to track and report in writing any consumer feedback coming through the internet, by telephone or any other mode of communication concerning the How2Recycle Label and related materials, including but not limited to the Guidelines for Use and the How2Recycle.info website. At a minimum, this tracking and reporting shall include:

* the number of inquiries from the public;
* the specific content of each inquiry from the public, if available; and
* any responses provided by Participant.

Participant’s reports with the information above shall be provided to GreenBlue every six months, due July 15th (for January-June) and January 15th (for July-December) each year. Participant’s reports shall be in writing (email is acceptable) addressed to GreenBlue’s principal point of contact. Participant’s obligation to provide such reports to GreenBlue for the period of Participant’s participation shall survive the termination of this Agreement.

3.6 Participant shall include content related to the How2Recycle Label on at least one website that Participant determines to be relevant, informing consumers about the How2Recycle Label and linking to the How2Recycle.info website. Suggested content and downloadable graphics will be provided by GreenBlue separately.

3.7 Though information will be treated as confidential and as described above will not be disclosed without permission, no Participant shall be obligated to provide information deemed sensitive business or trade information.

### 3.8 The How2Recycle Label was created to be consistent with the Federal Trade Commission’s [*Guides for the Use of Environmental Marketing Claims*](http://www.ftc.gov/bcp/grnrule/guides980427.htm)*.* As such, Participants shall strive to be consistent with these Guides in all marketing materials, including but not limited to website content and on-package language.

**4. Certain Obligations of GreenBlue**

4.1 GreenBlue shall provide reasonable levels of design implementation and technical advice to Participant or where appropriate Participant’s supply chain contractors on packaging components and formats which are not directly addressed by the Guidelines for Use.

4.2 GreenBlue shall prepare an annual report in writing which will be made available to Participants for review prior to release.

4.3 The principal point of contact for GreenBlue for dealing with general inquiries and support requests relating to the How2Recycle Label is Anne Bedarf at [anne.bedarf@greenblue.org](mailto:anne.bedarf@greenblue.org), 434-817-1424, x. 314. GreenBlue shall notify Participant in writing of any change to this principal point of contact.

4.4 GreenBlue shall identify all participants, including Participant, on the How2Recycle.info website and concurrent communication tools.

**5. Restrictions on Use of Materials**

5.1 The How2Recycle Label iconography and any derivatives and the Guidelines for Use are the property of GreenBlue and, to the extent that they are protected without limitation pursuant to copyright and trademark laws shall not be transferred, reproduced or republished by Participant except in accordance with the terms of this Agreement.

5.2 Participant shall not sublicense any of the material contained in the How2Recycle Label without the written consent of GreenBlue, except to the extent required to have packaging, products and advertising materials produced for Participant by third party contractors. Any such sublicenses granted by Participant shall require sublicenses to assume the same obligations to protect GreenBlue’s intellectual property rights as Participant has assumed under this Agreement, and all terms and conditions of such sublicenses shall be consistent with the terms and conditions of this Agreement.

5.3 Participant shall not publish or transfer to third parties any information supplied by GreenBlue in connection with this Agreement without obtaining the prior written consent of GreenBlue, except to the extent necessary to produce packaging bearing the How2Recycle Label iconography as contemplated by this Agreement.

5.4 GreenBlue represents and warrants that it is the owner of all the intellectual property rights in the How2Recycle Label iconography and all supporting materials, and has the right to license to Participant use of the How2Recycle Label iconography as contemplated by this Agreement and that such use by Participant does not infringe any third party’s intellectual property rights.

Notwithstanding any provision of this Agreement, nothing contained herein shall restrict Participant’s use of the mobius loop for purposes other than use as part of the How2Recycle Label iconography.

**6. Indemnity**

6.1 Participant shall indemnify, defend and hold GreenBlue harmless from and against any cost or expense (including reasonable attorney fees and the cost of any settlement) arising out of any claim, action, proceeding or demand that may be brought, made or prosecuted against GreenBlue by any person or entity arising out of or as a consequence of (1) any unlawful or tortious act, negligent act or negligent omission attributable to Participant (including negligent acts/negligent omissions of Participant’s officers, employees, agents and affiliates) or (2) breach of confidentiality by Participant.

6.2 GreenBlue shall indemnify, defend and hold Participant harmless from and against any cost or expense (including reasonable attorney fees and the cost of any settlement) arising out of any claim, action, proceeding or demand that may be brought, made or prosecuted against Participant by any person or entity arising out of or as a consequence of (1) any unlawful or tortious act, negligent act or negligent omission attributable to GreenBlue (including negligent acts/negligent omissions of GreenBlue’s officers, employees, agents and affiliates) or (2) any infringement or misappropriation of another person or entity’s intellectual property rights by the How2Recycle Label iconography or any other materials provided by GreenBlue or (3) breach of confidentiality by GreenBlue.

6.3 These indemnities extend to and include all costs, damages and expenses reasonably incurred by the indemnified party in defending any action, proceeding, claim or demand.

**7. Applicability of How2Recycle Label** **Information**

7.1 The underlying data only support recyclability as currently conducted in the United States. GreenBlue does not make any representation that materials within the How2Recycle Label are appropriate or available for use in other countries.

7.2 This Agreement shall be governed by and construed in accordance with the laws of New York notwithstanding any other choice of law provisions. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of New York or of the District of Columbia.

**8. Non-Disclosure and Confidentiality**

8.1 Definition of Confidential Information.

"Confidential Information" refers to any information which has commercial value and is either (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, and inventions, related to the current, future and proposed products and services of the Participant, or (ii) non-technical information relating to Participant’s products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Participant.

8.2 Nondisclosure and Nonuse Obligations.

GreenBlue will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to Participant, whether or not in written form. GreenBlue further represents that GreenBlue exercises reasonable care to protect its own confidential information. GreenBlue shall disclose Confidential Information only to those of its employees who need to know such information.

**9. Signatures**

The Effective Date of this Agreement is \_\_\_\_\_.

**AGREED:**

[Participant] The Green Blue Institute, Inc.

[Participant Representative’s Name] Nina Goodrich, Executive Director

**\_\_\_\_\_\_\_\_\_\_\_\_**

Date Date