

CA MADE LICENSING AGREEMENT

This CA Made Licensing Agreement (“Agreement”) is entered into on _____, 20___, by the Governor’s Office of Business and Economic Development (“GO-Biz”) and _____ (“Licensee”) hereby jointly referred to as the Parties.

WHEREAS, GO-Biz has developed the CA Made Mark (“Mark”) as further described and shown in Exhibit “A” to promote increased awareness and consumption of California products among California consumers;

WHEREAS, Licensee desires to use the Mark as described herein; and,

WHEREAS, GO-Biz desires to license its Mark to Licensee consistent with the Made in California Program (“Program”) established by Government Code section 12098.10 et seq. and California Code of Regulations, title 10, Chapter 13, sections 8100-8200.

NOW THEREFORE, the Parties agree as follows:

1. License/Use.

- 1.1 Subject to Licensee’s compliance with the terms and conditions of this Agreement, GO-Biz grants to Licensee a non-exclusive, non-transferrable, non-assignable, fully revocable license, without the right to grant sublicenses, except with written consent from GO-Biz, to display the Mark for Permitted Purposes only, as defined below.
- 1.2 As used herein, “Permitted Purposes” shall mean use of the Mark on products that have been certified by a third-party certifier that the product is in compliance with the Program.
- 1.3 The Mark may be used in advertisement in conjunction with the phrase, “look for this mark.”
- 1.4 Licensee shall provide reasonable assurances it has a system in place to meet the above requirements. Licensee shall maintain records sufficient to audit this system for the life of the licensing agreement and shall promptly make those records available upon request to GO-Biz.

2. Image Requirements

- 2.1 The Mark shall be reproduced only in authorized colors as displayed in the copy provided to Licensee upon execution of this Agreement, attached hereto as Exhibit A.
- 2.2 The Mark may be adjusted in size provided the proportions are not changed. However, the Mark may not be reduced smaller than 7/8” wide by ½” high.
- 2.3 The Mark shall not be altered in any way other than specified by 2.2 above.
- 2.4 Licensee’s name, logo, brand, or trademark may not be inserted within or overlap the boundaries of the Mark.

2.5 Licensee shall not use the Mark as its own mark, or as the exclusive representation of Licensee's business entity.

3. **Message Created**

3.1 GO-Biz may require Licensee to discontinue use of the Mark for public policy purposes. If GO-Biz directs Licensee to discontinue using the Mark for a particular use, Licensee agrees to make all necessary efforts to immediately cease using the Mark.

3.2 Licensee's advertising, promotional, or merchandising materials which use the 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. Licensee shall at all times comply with advertising standards of all applicable local, state, and federal laws.

4. **Ownership and Protection of the Mark**

4.1 Licensee recognizes the significant value of the goodwill associated with the Mark and acknowledges that the Mark and goodwill are the property of GO-Biz. Licensee agrees to do nothing to diminish the value of the Mark and to reasonably assist GO-Biz in its efforts to protect the Mark.

4.2 While GO-Biz intends to promote the Mark and the consumer recognition thereof, nothing in this Agreement shall be construed to impose on GO-Biz any particular obligation or requirement to promote the Mark.

5. **Records**

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

- a. Documents verifying that the product labeled with the Mark satisfies the definitions of "Made in U.S.A." and "substantially made" in California as set forth in the Program.
- b. A description of how the Mark was used on packaging or labels, including types and quantities; and,
- c. Examples of Licensee's actual usages of the Mark in the stream of commerce.

6. **Indemnification.** Participant shall indemnify and hold harmless GO-Biz, the State of California, and each of their respective employees, officers, directors, and agents from any claims, actions, suits, injuries, damages, costs, and expenses, including, but not limited to, attorney's fees and/or other liabilities arising out of or connected with: (i) Licensee's use of the Mark; (ii) Licensee's breach of this Agreement; and/or, (iii) the promotion, sale, use, or consumption of Licensee's product.

7. Termination

7.1 This Agreement shall commence as of the date signed by GO-Biz and shall continue in effect until suspended or terminated by either party or after three years, whichever comes first. Either party may terminate this Agreement effective (30) days from the date written notice is served on Licensee or GO-Biz or as otherwise specifically provided for in this Agreement.

7.2 Should GO-Biz determine, in its sole discretion, that Licensee has failed to comply with any of the terms, conditions, or obligations set forth in this Agreement or that Licensee's use of the Mark would result in any damage or harm to the reputation and/or goodwill of the Governor's Office, GO-Biz, or the Program, the Agreement and all rights to use the Mark may be terminated by GO-Biz effective immediately upon service of notice by regular or certified mail. Licensee acknowledges that improper use of the Mark would result in irreparable harm and that GO-Biz may seek and obtain a court order restraining Licensee's further use of the Mark. The remedies provided herein are cumulative and in addition to any other rights or remedies GO-Biz may have at law or equity.

8. **Attorney's Fees.** In any litigation between the parties related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses and actual costs of suit, in addition to any other remedies available at law or equity.

9. **Communication and Notices.** Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered: (a) in person; (b) by certified mail; (c) by facsimile with confirmed receipt required; (d) electronic communication with confirmed receipt required; or, (e) by commercial overnight courier that guarantees next day delivery and provides a receipt. Within 30 days of the effective date of the Agreement, Licensee shall notify GO-Biz, in writing, of the name, address, phone number, and email of the contact person for Licensee. In addition, Licensee agrees to immediately inform GO-Biz of any changes to the name, address, phone number, and email of the contact person for Licensee. Any notices required or permitted to be given under this Agreement to GO-Biz shall be addressed as set forth below:

Governor's Office of Economic and Business Development
Made in California Program
1325 J Street, Suite 1800
Sacramento, CA 95814

10. **Integration.** This Agreement constitutes the entire agreement and supersedes any prior understanding or agreements between the Parties relating to the Mark.

11. **Waiver of Provisions.** None of the provisions of this Agreement may be waived or modified except expressly in writing and signed by both Parties.
12. **Applicable Law/Jurisdiction.** This Agreement shall be interpreted and governed by the laws of the State of California and all claims arising hereunder shall be brought solely in the state or federal courts located in California.
13. **Severability.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
14. **Ambiguities.** Each Party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each Party and its counsel, if appropriate, have participated fully in the drafting, review, and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either Party.
15. **Execution.** This Agreement may be executed in parts, by fax, or other similar electronic means.

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

Licensee

By:

Name:

Its:

Date:

Accepted:

Governor's Office of Business and Economic Development

By:

Name:

Its:

Date:

Exhibit A
CA Made Certification Mark

