

NATIONAL ASSOCIATION OF PRINTING INK MANUFACTURERS

Bio/Renewable Content User Agreement



This agreement is made as of this day of	, 20xx, by the			
National Association of Printing Ink Manufacturers (NAPIM)) and				
("Licensee"), located at				
Your Name				
Your Title				
Telephone Number				

NAPIM is the owner of the Bio-derived Renewable Content logo and has established criteria for use of this label.

Email Address _____

NAPIM reserves the right to suspend use of the label if the label is misused or does not comply with the program guidelines.

Licensee is applying to NAPIM for the right to use the logo on the ink container, as part of product promotional material and on printed material utilizing the appropriate ink.

Only approved versions of the logo issued by NAPIM may be used. The logo may be resized as required but may not be altered in any other way.

The parties hereto agree as follows:

I. **CRITERIA**. Licensee may use the label on products listed on this application that meet or exceed the established criteria. Additional product listings will be covered by this User Agreement.

BRC INDEX	BIO/RENEWABLE CONTENT RANGE Weight % of formula
10	10.0 to 15.0%
20	15.1 to 25.0%
30	25.1 to 35.0%
40	35.1 to 45.0%
50	45.1 to 55.0%
60	55.1 to 65.0%
70	65.1 to 75.0%
80	75.1 to 85.0%
90	85.1 to 95.0%

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100 95.1 to 100%

- II. **GRANT**. NAPIM grants to Licensee a non-exclusive right to use the logo on Licensees' publications, labels, packages and other promotional and merchandising material, subject to the requirements of this Agreement.
- III. DESCRIPTION AND USE. NAPIM shall provide artwork of the NAPIM label. This mark is to be clearly and distinctly affixed to product labels and packages to provide ready recognition that the ink contains the reported percentage of bio-derived/renewable content. The Licensee agrees to use the NAPIM logo in accordance with the standards for its use, as established in Item I. In addition, NAPIM will provide a registration number for each company that must be displayed on the label.
- IV. CERTIFICATION COMPLIANCE. Licensee agrees to provide a list of all products by brand name, and type of formulation and product number to be registered. The brand names will be included in NAPIM's Registration List", which is accessible at the NAPIM website (<u>http://www.napim.org</u>) for printers who desire to verify registration.
- V. **TERMINATION OF AGREEMENT**. Licensee is to cease using the label upon written notice by NAPIM to Licensee in the event, in NAPIM's sole judgment, the ink product or product series does not meet the minimum criteria as defined on Page 1 of this Agreement, or is not complying with the other terms and conditions of this Agreement leading to the removal of the product or product series listing from the "NAPIM Registration List".
- VI. **INDEMNIFICATION**. Licensee shall indemnify and hold harmless NAPIM'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 RETRICTION**. The right to use the NAPIM label herein may not be assigned or sublicensed without prior written consent of NAPIM.
- VIII. **AUTHORIZATION**. Licensee is authorized to use the NAPIM label on the following without additional written consent of NAPIM.

1. Ink Identification Number

Series Name

Type of formulation/raw material (i.e. coldset, sheetfed, heatset, gravure, flexographic, resin, solvent, vehicle, pigment, etc.) _____

 Renewable resource content

 2. Ink Identification Number

napim	1

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Series	Name
001100	INALLE

Type of formulation (i.e. coldset, sheetfed, heatset, gravure, flexographic, etc.)

Renewable resource content

(Attach a separate sheet for any additional product lines.)

National Association of Printing Ink Manufacturers

LICENSEE

Signature

Name – Please Print

Date

Signature

Date

Please forward signed user agreement to:

Executive Director NAPIM 3600 East State Street Suite 306 Rockford, IL Rockford, IL 61108 Emails: <u>napim@napim.org</u> <u>gfuchs@napim.org</u> jcopeland@napim.org