

TERMS OF USE FOR BETTER PAPER MARK

RECITALS

- A. The **Green America Better Paper Project** is dedicated to fostering collaboration between paper manufacturers, merchants, investors, businesses, nonprofits and consumers to achieve our vision of a paper production and consumption economy that repairs, rather than damages, our environment.
- B. WHEREAS, **Green America** is the sole and exclusive owner of a trademark application for BETTER PAPER, Application Serial Nos. 77/804,993 and 77/8052,035, and a trademark application for the BETTER PAPER logo, Application Serial Nos. 77/804,959 and 77/805,020 (together, the “BETTER PAPER PROJECT MARKS”).
- C. [**Publisher Name**] is dedicated to using its purchasing power to support socially and environmentally improved paper production processes. It communicates its green intentions to its supply chain by implementing environmental stewardship policies and purchasing practices.
- D. [**Publisher Name**] and **Green America** wish to enter into a licensing arrangement through which [**Publisher Name**] may use **Green America**'s BETTER PAPER PROJECT name and mark on its Web site, in its masthead and/or on its magazine cover, pursuant to commitments set forth in this agreement.
- E. The **Green America Better Paper Project** uses its mark to communicate with the larger public when magazine publishers use environmentally-friendly and responsible paper involving an improved paper production process.

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency which are hereby acknowledged, the parties agree as follows:

I. [PUBLISHER NAME] 'S COMMITMENT

- a. [**Publisher Name**] shall be solely responsible for maintaining a complete and up-to-date profile on the Better Paper Project Web site, which can be found at [**URL**].
- b. [**Publisher Name**]'s paper use shall comport with the “Environmentally Improved” or “Environmentally Superior” standards set forth by the Environmental Paper Network Paper Steps, which can be found at http://www.environmentalpaper.org/documents/WIYP_thepapersteps_PrintFriendly.pdf
- c. [**Publisher Name**] shall have a Stewardship Policy posted on their website that specifies their environmental policy in regard to paper procurement and use.
- d. [**Publisher Name**] shall be solely responsible for communicating any changes regarding paper use to the Better Paper Project through its director, Frank Locantore, at

Frank@GreenAmericaToday.org, or to such other designee as the Better Paper Project may designate.

- e. Should [**Publisher Name**] terminate use of paper that meets the standards set forth in I.e. above, it shall immediately cease use of the Better Paper Mark.
- f. When used online, [**Publisher Name**] shall ensure that each instance of the BETTER PAPER PROJECT MARKS is a live hyperlink directed to the Better Paper Web site, www.BetterPaper.org

II. THE GREEN AMERICA COMMITMENT

- a. **Green America** shall work with [**Publisher Name**] in good faith to provide [**Publisher Name**] with no less than three marketing opportunities each year via **Green America**'s Web site, email newsletter, retail promotions, or press releases.
- b. **Green America** will be responsible for keeping its Web site at www.BetterPaper.org updated with a live hyperlink to [**Publisher Name**]'s Web site.

III. LICENSING TERMS AND CONDITIONS

- a. License of Mark: Subject to the terms and conditions herein, **Green America** hereby grants to [**Publisher Name**] a non-exclusive nationwide license to reproduce, distribute, and publicly display the BETTER PAPER PROJECT MARKS on mastheads, magazine covers, promotional literature and Web sites. [**Publisher Name**] will not sublicense, transfer, or assign the BETTER PAPER PROJECT MARKS to any third party service providers that are not providing services in connection with this Agreement without prior written approval from **Green America**. Other than provided for in this Agreement, any additional promotional use by [**Publisher Name**] of the BETTER PAPER PROJECT MARKS will be subject to **Green America**'s prior written approval (which approval will not be unreasonably withheld or delayed).
- b. Ownership. Except as otherwise provided in this Agreement, as between [**Publisher Name**] and **Green America**, **Green America** and its suppliers retain all rights, title and interest in and to all intellectual property rights embodied in or associated with **Green America**'s Better Paper content found on the Better Paper Project Web site, including blogs, white papers, and all other editorial content and the **Green America** BETTER PAPER PROJECT MARKS, and any modifications thereto. There are no implied licenses under this Agreement, and any rights not expressly granted to a licensee hereunder are reserved by **Green America**. [**Publisher Name**] shall not exceed the scope of the licenses granted hereunder.
- c. All materials developed by or on behalf of a party (the "Owning Party") prior to or in connection with its performance or enjoyment of rights hereunder shall be and remain the sole and exclusive property of the Owning Party, including without limitation any copyright, trademark, service

mark, trade name trade dress, or patent rights appurtenant thereto (excluding the Marks of the other party or as otherwise provided for in this Agreement).

IV. OTHER TERMS AND CONDITIONS

- a. Duration of Agreement: The term of this Agreement is one year, beginning and ending , unless terminated by either of the Parties as described below.
- b. Renewal: Within thirty (30) days of end of the term of this Agreement, as defined in Paragraph IV.a above, [**Publisher Name**] shall provide **Green America** with written proof of compliance with its commitments as defined in Section I of this Agreement. [**Publisher Name**] shall provide such notice via email to Frank@GreenAmericaToday.org and per the Notice provision in Paragraph IV.m. Upon receipt of such email and Notice, this Agreement shall automatically renew for another one-year term, following the same calendar dates as listed above in Paragraph IV.a.
- c. Termination of Agreement: Either Party shall have the right to terminate this Agreement with or without cause by providing the other Party not less than 10 days written notice of such termination.
- d. Indemnity and Liability: In no event shall either party be liable to the other party for indirect, special, incidental, or consequential damages, including but not limited to the loss of revenues or profits, cost of substitute services, cost of purchased power, loss of opportunity, loss of goodwill, loss of data, governmental sanctions or penalties or claims of third parties, whether such liabilities arise as a result of breach of contract, warranty, indemnity, tort, negligence, strict liability, or otherwise; and [**Publisher Name**] and **Green America** hereby release each other from any such liabilities. **Green America** agrees to defend and indemnify [**Publisher Name**] and its officers, directors, agents, and employees against all costs, expenses, and losses (including reasonable attorneys' fees and costs) incurred because of claims of third parties against [**Publisher Name**] based upon the activities of **Green America** other than the entry into this Agreement. [**Publisher Name**] agrees to defend and indemnify **Green America** and its officers, directors, agents, and employees, against all costs, expenses, and losses (including reasonable attorneys' fees and costs) incurred because of claims of third parties against **Green America** arising out of or in connection with [**Publisher Name**]'s use of the BETTER PAPER PROJECT Marks or the offering, sale, distribution, or marketing of products or services under this Agreement, or any activity pursuant to or in violation of, this Agreement.
- e. Choice of Law: This Agreement shall be governed by the laws of the District of Columbia.
- f. Non-Disclosure: [**Publisher Name**] and **Green America** agree not to disclose to anyone (except to the extent necessary for [**Publisher Name**] and **Green America** to perform their obligations pursuant to this Agreement, or as required by law), either during or after the term of this Agreement, any information concerning the business or affairs of either Party which the other Party may acquire in the course of or incident to this Agreement, where that information is clearly identified as "Confidential." This provision shall survive the termination of this Agreement.

- g. Relationship among the parties: Notwithstanding anything to the contrary stated in this Agreement, the relationship embodied by this Agreement is that of independent contractors, and the parties do not intend this Agreement to create, and this Agreement is not to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other relationship. Neither party is authorized to or has the power to obligate or bind the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever.
- h. Assignment: Neither party shall assign this Agreement, whether by merger, consolidation, reorganization operation of law or otherwise without consent in writing from the other party to this Agreement.
- i. Each party warrants and represents to the other that it is, and will continue to be during the Term of this Agreement, properly registered where required as a corporation, and that its respective business complies with all applicable laws and regulations related to its respective performance under this Agreement.
- j. Waiver: The failure of a party to enforce a provision of this Agreement shall not be construed as a waiver or limitation of such party's right to strictly enforce and compel strict compliance with every provision of this Agreement.
- k. Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- l. Modification: This agreement can only be modified if both parties agree to such changes in writing.
- m. Notice: Should either party have to provide notice to the other per the terms of this agreement, they shall do so by using the following contact information:

BETTER PAPER PROJECT [Publisher Name]

Name:		
Phone:		
E-mail:		

- n. Changes to Agreement: **Green America** may, from time to time, change the terms of this Agreement. If such changes are made, Green America will inform [**Publisher Name**] by placing an update at the Better Paper Project Web site and via e-mail to [**Publisher Name**].

BETTER PAPER PROJECT [Publisher Name]

By:		
Title:		
Date:		