

**User's Contract for Small Producers' Symbol**, established between the "Símbolo de Pequeños Productores Global, Asociación Civil", ("Small Producers Símbolo, Civil Association"), SPP Global," represented by its legal representative **Jeroen Josef Agnes Pruijn** hereafter referred to as "SPP Global," and [full legal name of the organization or company], represented by [name of legal representative] hereafter referred to as "THE USER," which will adhere to the following declarations and clauses:

## **DECLARATIONS**

### **I.- "SPP GLOBAL" declares:**

- a) That it is properly constituted in accordance with Mexican legislation, under the name of "Símbolo de Pequeños Productores Global, Asociación Civil," and at the time of the signing of this contract, is located at Calzada de Tlalpan #3267, Int. 304, 3er piso, Santa Úrsula Coapa, Coyoacán, C.P. 04650, Ciudad de México, México; tel./fax: +52-55 52647205; info@spp.coop.
- c) That it is properly authorized to enter into this contract, or in other words, that it has the rights which grant it the authority to sign this contract.
- d) That it wishes to grant "THE USER" the use of the Small Producers' Symbol in accordance with the clauses in this contract.

### **II.- "THE USER" declares:**

- a) That it is properly constituted in accordance with legislation in [name of country] and that at the time of the signing of this contract, it is located at: [Complete address: street, street number, city district, city, region, postal code, country, telephone, email]
- b) That it possesses a positive Resolution for the Certification (in the case of Small Producers' Organizations) or Registration (in the case of Buyers, Collective Trading Companies owned by Small Producers' Organizations, Intermediaries and Maquila Companies), in accordance with the General Standard of the Small Producers' Symbol, granted by SPP Global or by a Certification Entity authorized by SPP Global.
- c) That it recognizes SPP Global as the other party signing this contract.
- d) That it wishes to use the Small Producers' Symbol in the terms of this contract.

### **III.- Both parties declare:**

- a. That they acknowledge that SPP Global's certification system and the use of the Small Producers' Symbol is designed to guarantee compliance with the respective standards, however they are aware that the effective compliance of these standards is the responsibility of the entities certified, and not of SPP Global.
- b. That they acknowledge that SPP Global's certification system and the use of the Small Producers' Symbol are focused on compliance with the Small Producers' Symbol standards issued by SPP Global. Compliance with other obligatory or voluntary standards is the responsibility of the entities certified and not of SPP Global.

In line with the declarations stated above, the parties express their agreement with the granting of this User's Contract for the Small Producers' Symbol, agreeing to adhere to that which is contained in the following

## **CLAUSES**

**FIRST.-** For the purposes of this contract, the parties agree on the following definitions containing the meanings that will be granted to the terms mentioned below, independently of any other literal or grammatical meaning or interpretation these words may have in everyday use.

- A.** "THE HANDBOOK": Any regulation with regard to the appropriate use of the Small Producers' Symbol, such as those specified in the "Small Producers' Symbol Handbook" annex, which includes its own annexes and its subsequent versions, authorized by "SPP Global."
- B.** "THE SYMBOL": Any graphic representation, trademark name or request for trademark name, including the pre-registration procedures associated with the "Small Producers' Symbol" and its various nominative, graphic or combined versions, in accordance with the "HANDBOOK" attached and/or its previous versions, authorized by "SPP Global."

**SECOND.-** " SPP Global " grants "THE USER" non-exclusive use of "THE SYMBOL."

**THIRD.-** " SPP Global " grants "THE USER" use of "THE SYMBOL" exclusively for the products authorized through a Certificate of Compliance (for Small Producers' Organizations) or Registration (for Buyers, Collective trading companies owned by Small Producers' Organizations, Intermediaries and Maquila Companies) with the Small Producers' Symbol and in the territories authorized in accordance with "THE HANDBOOK."

**FOURTH.-** "THE USER" may not transfer, hand over or transmit in any form the rights it has acquired as a result of this contract, nor may it sub-contract the use of "THE SYMBOL" to third parties.

**FIFTH.-** "THE USER" will pay " SPP Global" fees for enrollment or use of "THE SYMBOL," as stipulated in "THE HANDBOOK." The amounts and forms of payment of fees are established in "THE HANDBOOK," the current version of which is annexed to this contract.

**SIXTH.-** "THE USER" must send quarterly reports of SPP transactions from the signing of this contract. A Small Producers' Organization must send its sales report. A Company (including Final Buyers, Intermediaries and Maquiladoras), must send its purchase report. They have 21 calendar days after the end of the quarter to send the corresponding reports. The sales report (Small Producers' Organizations) or the purchase report (Companies) must register both export sales and domestic sales.

**SEVENTH.-** "SPP Global" is obliged to issue a fiscal receipt for the fees received from "THE USER." Any costs of international transfers must be covered by "THE USER."

**EIGHTH.-** "THE USER" makes a commitment to use "THE SYMBOL" appropriately, respecting all the conditions indicated in "THE HANDBOOK" and its annexes.

**NINTH.-** " SPP Global " swears under oath that to date it has not entered into any operation with any person that could have caused the alienation of the rights corresponding to "THE SYMBOL," nor is there any legal or extra-legal proceeding associated with the granting of "THE SYMBOL" that could impede this contract from entering into effect.

**TENTH.-** The agreements and clauses contained in this contract cancel any prior verbal or written agreement in relation to "THE SYMBOL." This contract therefore reflects the conditions and terms to which the signing parties wish to make a commitment.

**ELEVENTH.-** The parties agree to maintain the confidentiality of this contract, as well as the amount of the royalties paid for use of "THE SYMBOL."

**TWELVTH.-** The period during which this contract remains in effect is in accordance with the certification cycle. The contract may be extended and/or modified when it expires, as per mutual agreement. Either of the parties may terminate the contract by written notification expressing the decision to terminate, with at least 60 days anticipation.

**THIRTEENTH.-** If it is demonstrated that any of the declarations preceding these clauses were falsely made, or in the case of flagrant non-compliance with the clauses in this contract or with "THE HANDBOOK," and if an appropriate justification or corrective measures on the part of "THE USER" are not accepted by "SPP Global," "SPP Global" may immediately terminate the contract, without the need for any legal declaration. The effects of the termination will be independent of the obligations that must be fulfilled by both parties, with the obligation to confidentiality remaining in effect.

**FOURTEENTH.-** "SPP Global" reserves the right to request modifications to this contract and to "THE HANDBOOK," granting "THE USER" a transition period mutually agreed upon between the parties.

**FIFTEENTH.-** "THE USER" commits to annually providing "SPP Global" with evidence of its use of "THE SYMBOL," and if "SPP Global" so requests, to assisting in carrying out the procedures for maintaining the legal status of "THE SYMBOL" before the corresponding authorities. Any expenses associated with maintaining the legal status of "THE SYMBOL" and registration will be the responsibility of "SPP Global," as long as "SPP Global" has carried out or authorized such expenses in writing. Any expenses incurred by "THE USER" in solidarity will not be reimbursed by "SPP Global," nor will they generate any type of rights with respect to the use or ownership of "THE SYMBOL."

**SIXTEENTH.-** "THE USER" is obliged to notify "SPP Global" when a violation of the industrial or intellectual property rights of "SPP Global" has been detected. "SPP Global" will have the option of directly initiating legal actions against the alleged violators, within a period of no more than 30 calendar days, in which case "THE USER" will be obliged to provide all the necessary assistance and documentation. Any expenses incurred in the defense of "THE SYMBOL" carried out or authorized by "SPP Global" will be the responsibility of "SPP Global." Any expenses incurred by "THE USER" in solidarity or without authorization by "SPP Global" will not be reimbursed by "SPP Global," nor will they generate any type of right to the use or ownership of "THE SYMBOL."

**SEVENTEENTH.-** "THE USER" is prohibited from requesting, on its behalf or on the behalf of third parties, registration of "THE SYMBOL," the name, logotype, sketch or design that makes up "THE SYMBOL," which is the object of this contract or any similar contract. At the same time, any registration requested and/or granted in the past or in violation of what is stipulated in this clause must be turned over to "SPP Global" without any limitations or restrictions.

**EIGHTEENTH.-** With regard to all that is associated with the interpretation of and compliance with this contract and its annexes, the parties must subject themselves specifically to Mexico City Laws and Courts within Mexico, renouncing any other jurisdiction that might correspond to them due to their location.

**NINETEENTH.-** "THE USER" has the possibility of proposing changes to "SPP Global," when it deems important, to this contract or "THE HANDBOOK." "SPP Global" will have the obligation to respond within a period of no more than 60 days as to whether or not it accepts the proposed changes. A lack of response will be understood as a denial to accept the proposed changes.

**TWENTIETH.-** The parties declare that in the signing of this contract there is nothing in terms of fraud, harm, bad faith, violence or any other defect in consent that could serve to invalidate this contract.

Fully aware of the contents and scope of each and every one of the clauses in this contract, the parties sign below, with their complete signature, at the end of the final page, on the [day] of the month of [month] of the year [year].

For "SPP GLOBAL"

For "THE USER"

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Date:

Date:

Place:

Place:

**Annex:**

*SMALL PRODUCERS' SYMBOL HANDBOOK*