



COMPOSITE PANEL ASSOCIATION

Advancing the wood-based panel and decorative surfacing industries

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COMPOSITE PANEL ASSOCIATION EPP DOWNSTREAM LICENSE AGREEMENT MARCH 2009

THIS AGREEMENT is entered into by and between COMPOSITE PANEL ASSOCIATION (“CPA”), an Illinois not-for-profit corporation, and _____ (“Licensee”), with respect to the plant(s) at the following location(s): _____ (the “Plant(s)”).

1. The Program. CPA has established and conducts an Environmentally Preferable Product Downstream Licensing Program (the “Downstream Program”) for manufacturers of finished or semi-finished products using composite panel materials (“CPM”), defined as particleboard, medium density fiberboard, and hardboard. As a condition of participation in the Downstream Program, Licensee must meet one of the following Downstream Program levels based on Licensee’s quarterly CPM purchases. (Indicate by checking one. A separate agreement is required for those facilities using the 50% level and those using the 95% level.):

- Minimum 50% use of EPP certified CPM:** at least 50% of the CPM purchased for use at the Plant(s) in every calendar quarter (measured on a square foot surface measure basis) will be certified to the CPA Environmentally Preferable Product Specification CPA 3–08 or its successor specifications.
- Minimum 95% use of EPP certified CPM:** at least 95% of the CPM purchased for use at the Plant(s) in every calendar quarter (measured on a square foot surface measure basis) will be certified to the CPA Environmentally Preferable Product Specification CPA 3–08 or its successor specifications.

Licensee agrees to provide CPA with a written statement every calendar quarter confirming the Plant(s) continues to meet the EPP purchase threshold level at which it enrolled in the program. Licensee may modify its program selection at any time by contacting the CPA.

2. The Mark. CPA owns, among other trademarks, an EPP Downstream Logo for use in connection with the Downstream Program (the "Mark"). Copies of the Mark with required accompanying text in color and black and white are attached hereto as Attachments A and B.

3. The License. CPA hereby grants to Licensee a limited, non-assignable, non-exclusive license to use the Mark subject to the terms and conditions of this Agreement and to the Conditions of Use set forth in paragraph 4, below.

4. Conditions of Use. All uses of the Mark must conform to the following conditions:

A. The Mark must be used only in its entirety and in the format specified in Attachments A or B by the CPA. Users may not alter, subtract, or otherwise change the Mark's appearance. All replicas must be faithful to the original artwork in style, format, and color. The language "Produced in a facility that purchases at least 50% CPA-certified EPP panels" or "Produced in a facility that purchases at least 95% CPA-certified EPP panels" (as appropriate) must be used in close proximity to each use of the Mark.

B. The Mark may be used by Licensee only in connection with those of its products containing CPM.

C. The Mark may only be used in connection with products that are manufactured at the Licensee's Plant(s), identified above.

D. The Mark may be applied to or affixed upon such products only by means of CPA approved replicas (a brand, imprint, stamp, tag, or label).

E. Any reference to and/or use of the Mark in advertising materials, promotional literature, on displays, unit tags, cover sheets, placards, protective shipping materials, or other packaging items or in other methods of publication shall be only as depicted in Attachment A or B.

5. Notification. Licensee shall immediately notify CPA upon discontinuing its participation in the Program, discontinuing the use of EPP certified CPM, or failure to comply with the terms of the License Agreement including the Conditions of Use.

6. Indemnification. CPA, its officers, directors, members, employees, and counsel shall not be liable for any act or omission of Licensee. Licensee shall defend CPA, its officers, directors, members, employees, and counsel against any claims, and shall indemnify and hold them or any of them harmless from any liability which may be imposed upon them or any of them, resulting from or arising out of Licensee's acts or omissions in breach of this Agreement or in connection with Licensee's use of the Mark, its products sold bearing the Mark, or its participation in this Program.

7. Limitation of Liability. Licensee shall not be liable to CPA, its officers, directors, members, employees, and counsel for any claims or any liability arising out of the acts or omissions of any other Licensee licensed by CPA to use the Mark.

8. Inspection and Verification. Licensee agrees to permit access of CPA representatives to Licensee's Plant(s) and other facilities at any time to determine whether the Conditions of Use and other provisions of this Agreement are being met. Upon reasonable request, Licensee agrees to provide CPA evidence of compliance with the Agreement and examples of all uses of the Mark. Licensee shall advise CPA immediately of any misuse or suspected misuse of the Mark by its own company or by others.

9. Termination. This License Agreement may be terminated or suspended immediately at any time by CPA in whole or in part if, in the exclusive opinion of CPA:

A. Licensee fails to provide quarterly written statements attesting that the required threshold of CPM purchases (measured on a square foot surface measure basis) at the Plant(s) are EPP certified;

B. Licensee has misused or is misusing the Mark or has permitted or is permitting the misuse of the Mark by others;

C. Licensee has violated any of the terms of this Agreement including the Conditions of Use in paragraph 4, above.

10. Term. This Agreement shall become effective upon its execution by CPA and shall continue in force until terminated by CPA in accordance with paragraph 9 or terminated by either party upon thirty (30) days written notice to the other party.

11. Remedy. Licensee acknowledges that CPA will suffer serious and irreparable harm in the event of a failure of Licensee to comply with any obligations hereunder and that monetary damages alone will be inadequate to compensate for such breach. Accordingly, Licensee agrees that CPA will, in addition to the foregoing indemnities and any other remedies available to it, be entitled to preliminary and permanent injunctive relief to enforce the terms of this Agreement.

12. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

Dated: _____

By: _____

President
Composite Panel Association
A not-for-profit Corporation

Dated: _____

By: _____

Licensee (Corporate Name)

Authorized Signature

Printed Name

Title

Email Address

Corporate Mailing Address

ATTACHMENT A



ATTACHMENT B



EPPDS Web Listing

CPA actively promotes EPPDS companies on the CPA web site and other places where EPPDS companies are listed. The following information will appear on the CPA site.

Please complete and return this form with your application.

Company Name (as it will appear on the site):

Phone Number: _____

Web Address: _____

EPPDS Product Description (5 words or less):

Fax: 703.724.1588

If you have any questions or need additional information, contact
Chris Surak (703) 724-1128 ext. 231 or csurak@cpamail.org