



Demeter Canada 14 Simcoe Blvd., Simcoe, ON., Canada. N3Y 3L5  
Phone: 519.426.9021 e-mail: [demetercanadainfo@gmail.com](mailto:demetercanadainfo@gmail.com) website: [www.demetercanada.ca](http://www.demetercanada.ca)

## License Agreement

Between

**Demeter Canada as Licensor**

And

**Company Name:** .....

**Address:** .....  
.....

**Business Nbr** .....

Who is an operator (legal entities are represented by their representative), who produces, processes and or trades products subsequently called "Licensee"

### Preamble

(1) The protected trademark "Demeter" that is jointly used by producers, processors and traders is intended to provide consumers with a guarantee that they are receiving products containing ingredients which have been produced with a responsibility to the environment and the consumer.

The trademark designates a form of agriculture and horticulture in which all processes serve to preserve and promote the health and fertility of the earth. For this reason, dubious biocides practical only for short-term economic purposes, are not used. Farmers, processors, traders and consumers by their participation in the value-added chain, have the possibility to support Biodynamic agriculture and thereby support life processes of fundamental importance for all people.

The parties to the contract understand and agree that this can only be successful if all participants are conscious of their responsibilities and act accordingly. Only then can the trust which the consumer places in Demeter and Biodynamic products be justified.

**(2) Demeter Canada does not engage in trade or processing**

**This application is for the following:**

- International Traders of Demeter certified raw materials/finished products from other countries that are certified by a recognized Demeter organization. (required)
- Domestic label owners that have private label processing done by contracted co-processors. (required)
- Traders of domestically produced Demeter certified finished product/raw ingredients. (optional)

**Subject of the contract**

- (1) The Licensee may use the trademark, names, symbols or terms as referred to in the Demeter International *Processing Standards*, for products that have been produced in accordance with the Standards. The term “Biodynamic” may be used in conjunction with the mark Demeter, or in the case of wine and cosmetics, along with the private label. Products from enterprises in conversion to Demeter may alternatively be labelled as “in conversion to Demeter”.
- (2) Every mention of either Demeter or Biodynamic in any paragraph of this contract document refers to all trademarks administered by Demeter Canada
- (3) Demeter Canada will annually authorize the licensee to use those trademarks, names, symbols or terms as referred to in the Demeter International Processing Standards.
- (4) The most recent edition of the Demeter *Processing and Labelling Standards*, published by Demeter International and currently being used by Demeter Canada, is always incorporated in this contract. The Licensee will work according to these Standards. Whenever there is a modification of the Standards by Demeter International the Licensee will receive a copy of the most recent edition. The Standards can also be downloaded at <http://www.demetercanada.ca>
- (5) Once this contract has been signed by both parties, the Licensee may label his/her products with the trademarks, names, signs and terms as referred to in *the Processing and Labelling Standards* in accordance with the requirements of the annual certificate and the standards for labelling.

**Production of Demeter and Biodynamic products**

- (1) The Licensee will comply with the Demeter International *Production Standards*.
- (2) The Licensee will only adopt methods or techniques which have either been generally approved by Demeter Canada or which have been previously approved by it on an individual basis.

### Storage of Demeter and Biodynamic products

- (1) The Licensee will store Demeter products whether processed or unprocessed separately from other products, will identify the products as “Demeter” and state their origin.
- (2) The Standards for pest control in store rooms and business premises must be observed. The Licensee will only adopt pest control methods which have either been generally approved by Demeter Canada or which have been previously approved by it on an individual basis.
- (3) Storage must be arranged in such a way to prevent any contamination of Demeter products with agents for pest control or GMO.

### Processing of Demeter and Biodynamic products

- (1) The Licensee will comply with the Demeter International *Processing Standards*
- (2) The Licensee will only adopt methods or techniques which are described in the Demeter International *Processing Standards* or which have been approved by Demeter International on an individual basis.
- (3) If the products of a licensee are processed, stored or packaged by a third party, the contract documents shall contain clauses which legally bind that party to conform to the Demeter Standards, and guarantee Demeter Canada inspection and certification rights.

### Inspection rights of Demeter Canada

- (1) The Licensee will prepare the inspection application forms annually and send them to Demeter Canada at demetercanadainfo@gmail.com. (S)he will present documentation in proper order and will fully support the inspector.
- (2) The licensee authorizes an inspector, approved by Demeter Canada to inspect his/her operation. (S)he will grant access to all files and documentation required for the inspection of Biodynamic processing and trading operations. The data supplied must prove that all products traded with the trademarks, symbols, names and terms referred to in the Demeter *Processing Standards* originate from certified sources and certified processing facilities.
- (3) A product sample will be supplied free of charge for every product, if requested.
- (4) **The Licensee will pay the inspection costs**
- (5) The Licensee must inform Demeter Canada immediately of any legal changes that effect Demeter products.
- (6) After submission of complete inspection documents Demeter Canada will issue an annual certificate of compliance and will communicate any conditions attached to it to the Licensee.

- (7) If there is suspicion of a possible infringement or a risk of contamination, Demeter Canada may send a representative, or ask the inspection body to make an unannounced inspection or an analysis for residues. **The cost of such an inspection or analysis will be paid by the Licensee.**
- (8) The members of Demeter Canada as well as the International Certification Office are obliged to keep the information gained, because of the inspection rights of Demeter Canada, confidential unless they relate to violations of the provision of the contract, and to refrain from exploiting all business and company secrets of which they have gained knowledge.
- (9) The inspection report may be sent to other parties only with the written consent of the Licensee.
- (10) Demeter Canada reserves the right to request a test of any product at any time, should there be suspicion of pesticide residues or for any other reason. Demeter Canada may also institute systematic testing of products using high-risk inputs. Demeter Canada is to be informed immediately of all positive test results. Demeter Canada may require that affected products are not marketed using the trademarks. The trademarks shall not be used to market products if there is sufficient doubt that the product quality meets consumer expectations.

#### **Duration of the contract and termination**

- (1) This contract will expire at the end of the year (December 31<sup>st</sup>). This contract may be extended to the following year by annual confirmation by Demeter Canada. The conditions and requirements of the certification bind the Licensee contractually.
- (2) This contract can be terminated in writing by either party on December 31<sup>st</sup> of any year, with at least 90-days notification.
- (3) The contract may be terminated immediately if the Licensee severely or repeatedly violates his/her obligations or if the Licensee ceases to operate according to the Demeter International Standards.
- (4) After termination of the contract the Licensee is no longer entitled to use the trademarks, names, symbols or terms referred to in the Demeter International *Processing and Labelling Standards*. Any usage of the trademarks without an agreement constitutes trademark infringement and may be subject to litigation.

**I/We the undersigned, agree to notify Demeter Canada if any deviation from standards, present company structure, source or composition of products is anticipated or necessitated. All information given is true and correct to the best of my/our knowledge.**

**I will keep a copy of this document and all attachments for my files**

Dated this ..... of ....., 20.....

.....  
Signature of Licensee

.....  
Signature for Demeter Canada

Submit completed for by e-mail to [demetercanadainfo@gmail.com](mailto:demetercanadainfo@gmail.com) or mail with payment and supporting documents to:

Demeter Canada  
14 Simcoe Blvd  
Simcoe, ON  
N3Y 3L5  
Phone: 519-428-2891  
[www.demetercanada.ca](http://www.demetercanada.ca)