

WV GROWN



TRADEMARK LICENSING AGREEMENT PROGRAM GUIDELINES NEW MEMBER APPLICATION

for

**PRODUCERS
RETAILERS AND RESTAURANTS
SUPPORTERS**

*Fillable pdf
here:*



agriculture.wv.gov | 304.558.2210



WV GROWN Program Information

- West Virginia Grown is WVDA's official marketing program for West Virginia food products and the entities that sell, serve and support them. The program's goals are:
 - For consumers to easily identify and purchase agricultural products and value-added items grown and/or manufactured in the state,
 - To expand the overall local foods economy to support farmers, manufacturers and other agribusinesses, and
 - To create a more robust and resilient food system in the Mountain State.

WV GROWN Program Requirements

- WV Grown Producers: Products must be grown in West Virginia, or manufactured products must have at least 50 percent of their value added within the state. Other requirements may apply (see following page).
- Must be properly labeled according to WVDA labeling standards. Label reviews are a free service of the WVDA, which will issue a certificate of label review for approved labels.
- Some products may require special manufacturing certifications and process approvals. See the WVDA Farmers Market Vendor Guide for details.
- Meat products must be processed and packaged in a facility that is inspected by the United States Department of Agriculture (USDA) or WVDA's Meat and Poultry Inspection Division (MPID). Producers must have a valid Distributor Permit when applicable. Contact MPID at 304-558-2206 for details.
- Dairy products, eggs, hemp, animal feeds and seeds must meet additional regulatory and labeling requirements. The WVDA Regulatory and Environmental Affairs Division (READ) handles the registration and product label reviews for these specific products. Call 304-558-2227 for details. Honeybee colonies must be registered with WVDA's Animal Health Division (AHD). Call 304-558-2214 for details.
- WV Grown Partners: Must sell or serve at least one WV Grown product in their retail establishment or food service business. Supporting partners must explain how they further the WV Grown brand and mission.
- Biennial membership renewal is required to help WVDA maintain up-to-date company and product info.

WV GROWN Program Benefits

- Official Certificate of Membership.
- Use of the WV Grown logo.
- Use of marketing materials available for purchase from the WVDA (see promotional materials request form).
- Inclusion in public member listings.
- Promotional coverage through the WVDA's Market Bulletin, social media platforms, outreach efforts and special events.
- Inclusion in the printed WV Grown member directory (additional information will be requested).
- No cost to join!

Application Instructions - Mandatory Procedures!

- SATISFY all registration and labeling requirements.
- ENTER company name and address on [Trademark Licensing Agreement](#) that follows.
- **SIGN** second page of [Trademark Licensing Agreement](#)
- [SIGN Membership Application](#)
- COMPLETE application form.
- RETURN to wvgrown@wvda.us

WEST VIRGINIA GROWN Trademark Licensing Agreement

Authority: W. Va. Code §19-1-3a.

Purpose: WVDA’s mission is to promote the marketing and purchase of agricultural commodities grown, produced, processed, packaged, or manufactured in West Virginia. WVDA is the exclusive owner of the trademarked “West Virginia Grown” Name and Logo (the “Name and Logo”). WVDA wishes to license the Name and Logo for the limited purpose of promoting West Virginia agricultural products. This Agreement establishes the terms and conditions of Licensee’s use of the Name and Logo.

The First Party shall be the West Virginia Department of Agriculture.

The Second Party shall be:

Company, Farm or
Individual Name

Mailing Address

- 1. License.** WVDA hereby grants to Licensee a limited, worldwide, non-exclusive, non-transferable, license to use the Name and Logo attached hereto on Exhibit A on, or in connection with, Licensee’s product offerings in accordance with this Agreement. As used in this Agreement, the term “Name and Logo” shall include the logo affixed on Exhibit A and the term “West Virginia Grown,” or either one of the foregoing.
- 2. Form of Use.** Unless authorized in writing by WVDA, Licensee shall use the Name and Logo only in the form and manner as the same appears in Exhibit A of this Agreement. Licensee shall not modify the shape, color, appearance, text, font, spacing or other aspect of the Name and Logo, nor shall Licensee add images, slogans, text or other elements to, on or around the Name and Logo; provided that Licensee may use the Name and Logo in a size or sizes of its own choosing.
- 3. Use Review.** Upon request by WVDA, Licensee shall submit or make available to WVDA samples of the Licensee’s products, artwork, advertising copy, product packages, and depiction of all proposed uses of the Name and Logo.
- 4. Scope of Use.** Licensee shall use the Name and Logo only on products, or the packaging of products, which are produced in West Virginia or have at least fifty percent (50%) value added as a result of processing the product in West Virginia. The Commissioner of Agriculture has the sole and final authority to determine the percentage of value added processing, after reasonable, documented inquiry.
- 5. Royalty.** Licensee shall not be required to pay a royalty, or any other fee associated with this license agreement.
- 6. Reservation of Rights.** The parties to this Agreement recognize and agree that nothing in this Agreement may be construed or argued to have any effect on the WVDA’s ownership of the Name and Logo. WVDA expressly reserves the sole and exclusive ownership of the Name and Logo. The Parties agree that, except for the license granted under this Agreement, Licensee shall not have any right, title or interest in or to the Name and Logo. Licensee agrees that it will take no action inconsistent with such ownership and that its use of the Name and Logo shall inure to the benefit of WVDA. WVDA shall retain the exclusive right to apply for and obtain registrations of the Name and Logo and any variations thereof throughout the world. Licensee agrees not to use the Name and Logo, or any confusingly similar mark or name, in its corporate or trade name. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Name and Logo, and further agrees not to register or attempt to register or apply for any trademark, in any jurisdiction, that incorporates the Name and Logo or any confusingly similar mark or name.
- 7. Website and Directory.** Licensee understands that WVDA intends to publish the information Licensee provides to WVDA on the West Virginia Grown Membership Application in both print and digital directories and on WVDA-approved websites and social media to further the purposes of the West Virginia Grown program. Licensee expressly agrees to such publication.
- 8. West Virginia Freedom of Information Act.** Licensee understands WVDA is a public body that must comply with the West Virginia Freedom of Information Act. All information Licensee provides to WVDA is subject to public release and publication in all forms of media, for all lawful purposes.
- 9. Goodwill.** Licensee shall not take any action that would tend to destroy or diminish the goodwill in the Name and Logo. Licensee further agrees that its use of the Name and Logo shall not impugn the WVDA, or any of its divisions, or be unreasonably offensive to the general public. Licensee shall not engage, participate or otherwise become involved in any activity that diminishes or tarnishes the image or reputation of the Name and Logo.

- 10. **No WVDA Endorsement.** Licensee expressly acknowledges that use of the Name and Logo does not indicate or suggest that WVDA endorses or sponsors any of Licensee's products.
- 11. **Compliance with Laws.** Licensee's use of the Name and Logo shall comply with all applicable federal, state and local laws, rules and regulations.
- 12. **Termination.** Unless otherwise terminated by the parties, this Agreement shall remain in full force and effect until further revoked or amended. Either party may terminate this Agreement, with or without cause, by providing fifteen (15) days' written notice to the other party.
- 13. **Post-Termination Rights and Obligations.** Should WVDA cease to use the Name and Logo, WVDA shall provide Licensee with written notice to discontinue all use of the Name and Logo. If WVDA or Licensee provides written notice of its intent to withdraw from this Agreement, Licensee shall cease affixing the Name and Logo to promotional items and shall withdraw the Name and Logo from publication, wherever possible.
- 14. **Infringement Proceedings.** WVDA shall have the sole authority and right to prosecute any infringement and any unauthorized use of the Name and Logo, at its sole option. If Licensee learns of any unauthorized use of the Name and Logo, Licensee shall notify WVDA promptly, and, if requested to do so, shall cooperate with and assist, at WVDA's expense, in any infringement action that WVDA may bring.
- 15. **Indemnification.** Licensee shall indemnify, defend and hold harmless the State of West Virginia and WVDA from and against all claims, liabilities or judgments arising out of or in any way connected with Licensee's activities under this Agreement or Licensee's use of the Name and Logo.
- 16. **No Warranty.** WVDA makes no representations or warranties with respect to the Name and Logo.
- 17. **Applicable Law.** West Virginia law controls this Agreement. All disputes arising out of this Agreement shall be brought in Kanawha County, West Virginia.
- 18. **Notices.** Any notices required or permitted to be sent by one party to the other under this Agreement shall be sent by certified mail to the addresses specified below, or to such other address as a party shall have furnished in writing to the other party.
 - a. **To WVDA:**
 West Virginia Department of Agriculture
 Attn: Business Development Division
 1900 Kanawha Blvd., East
 Charleston, WV 25305-0170
 - b. **To Licensee:** To the address shown underneath Licensee's name on page one (1) of this Agreement.
- 19. **Assignment.** Licensee shall not assign or sublicense this Agreement or its rights hereunder without the written consent of WVDA.
- 20. **Modification and Waiver.** This agreement may not be amended or modified, except by written agreement, signed by both parties. It is agreed that no waiver by either Party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver of any subsequent breach of or default under the same or any other provision of this Agreement.
- 21. **Severability.** In the event any term or condition of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.
- 22. **Integration.** This Agreement contains the entire agreement between WVDA and the Licensee, and supersedes all prior agreements, whether oral or written, between the Parties.

A typed or signed signature below constitutes a binding legal agreement

Applicant Signature

Applicant Esignature

Its: , this day of ,
title *date* *month* *year*

WVDA Signature

WVDA Esignature

Its: , this day of ,



WEST VIRGINIA GROWN Membership Application

PRODUCERS - BEFORE you send in this application, you MUST complete the following requirements:

- ACIDIFIED FOODS:** Process Approval, approved food safety training and have a Farmers Market Vendor Permit. Contact 304-558-2210.
- DAIRY:** You must obtain a Dairy Distributor Permit and a Farmers Market Vendor Permit. Contact 304-558-2227.
- EGGS:** You must register as a Small Egg Producer. Contact 304-558-2227.
- HEMP:** You must register as a Hemp Product Distributor. Contact 304-558-2227
- HONEY:** You must register your apiary. Contact 304-558-2214.
- MEAT & POULTRY:** You must obtain a Meat and Poultry Distributor License and a Farmers Market Vendor permit. Contact 304-558-2206.
- PRODUCT LABEL REVIEW:** Email request form below and labels to productlabeling@wvda.us. Contact 304-558-2210.

1. MEMBER CATEGORY (Mark all that apply):

- WV Grown Producer:** I produce, grow or manufacture in WV, or add at least 50% of value in WV. **Complete sections 2, 3 & 7.**
- WV Grown "Sold Here":** I am a retail establishment sourcing and selling WV Grown Product(s). **Complete sections 2, 4 & 7.**
- WV Grown "Served Here":** I am a food-service establishment sourcing and serving WV Grown Product(s). **Complete sections 2, 5 & 7.**
- WV Grown "Supported Here":** I am an individual or organization supporting the WV Grown brand. **Complete sections 2, 6 & 7.**

2. APPLICANT INFORMATION:

Business/Farm Name: _____ Contact Person: _____
Phone/Cell: _____ Email: _____
Physical Address: _____ City: _____ State: _____ Zip: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
County: _____ Facebook: _____ Website: _____ Other: _____

1. Are you a Veteran, First Responder, Fireman, Policeman, etc.? Yes No
2. If yes, would you like more information on the Veterans and Heroes to Agriculture Program Yes No Already a member

****REQUIRED - By e-signing, typing a signature, or hand-writing a signature and submitting this WV Grown application form - REQUIRED****

- I certify that all information given in this application is true, accurate and complete, and that I have the necessary authority to enter into this agreement.
- I understand that providing incomplete, inaccurate or fraudulent information may result in denial or revocation of WV Grown Program membership.
- I understand that membership is at the discretion of the WVDA and may be denied or revoked at any time and for any reason.
- I agree to allow WVDA to share with the public this company's name, products and other non-confidential information.

➔ E-Signature: Date: _____

Typed or hand-written signature: _____

3. WV GROWN "PRODUCERS" (check all products that apply):

This category is intended for farmers who grow produce, livestock, or similar items - as well as manufacturers of value-added food products that have at least half of their value added inside of West Virginia. Join and show your pride as a WV Grown producer!

- | | | |
|---|---|---|
| <input type="checkbox"/> Adult Beverages | <input type="checkbox"/> Dairy Products/Distributor | <input type="checkbox"/> Orchards & Fruit |
| <input type="checkbox"/> Agritourism | <input type="checkbox"/> Eggs | <input type="checkbox"/> Pasta, Rice & Legumes |
| <input type="checkbox"/> Aquaculture | <input type="checkbox"/> Fiber | <input type="checkbox"/> Pet Products |
| <input type="checkbox"/> Baked Goods | <input type="checkbox"/> Flours, Meals & Mixes | <input type="checkbox"/> Pickled/Acidified/Preserved Products |
| <input type="checkbox"/> Bath & Body | <input type="checkbox"/> Hemp Products | <input type="checkbox"/> Produce |
| <input type="checkbox"/> Beverages (non-alcohol) | <input type="checkbox"/> Herbs & Spices | <input type="checkbox"/> Snack Foods |
| <input type="checkbox"/> Candy, Confections & Ice Cream | <input type="checkbox"/> Honey & Honey Products | <input type="checkbox"/> Syrups |
| <input type="checkbox"/> Christmas Trees | <input type="checkbox"/> Jams, Jellies & Butters | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Condiments | <input type="checkbox"/> Meat & Poultry | |

4. WV GROWN "SOLD HERE"

This category is intended for retail outlets that sell at least one official WV Grown product. Don't feel as though you don't sell enough, or can't keep enough products stocked, to become a member. We want you to help expand the WV Grown brand so that shoppers will demand more, producers will make more, decision-makers will support more, and you will SELL more!

What WV Grown Products do you sell?

Estimated yearly gross of WV Grown product sales (optional, but helps us gauge effect of program)

5. WV GROWN “SERVED HERE”

This category is intended for restaurants or other prepared food operations that use at least one official West Virginia Grown product on their menu. Don't feel as though you don't sell enough, or can't keep enough products stocked, to become a member. We want you to help expand the WV Grown brand so that diners will demand more, producers will make more, decision-makers will support more, and you will SELL more!

What WV Grown Products do you use?

Estimated yearly gross of WV Grown product sales (optional, but helps us gauge effect of program)

6. WV GROWN “SUPPORTED HERE”

This category is intended to provide supporters of West Virginia agriculture not directly involved in production or sales a way to help expand the WV Grown brand and synergize promotional efforts. Supporters can be any organization or individual committed to the promotion and preservation of West Virginia's farm and food community.

Describe your organization?

How do you support/advance WV agriculture (services, financial, education, advocacy, etc.)

7. TELL US YOUR STORY:

Use the space below to tell us about the history of your company and your products or services. We will use this information to help market your company, so focus on what makes you special in the eyes of the public and what they will find engaging.

ALSO - If you have some great photos to share, email them to wvgrown@wvda.us.