

**Agreement for the Establishment of the  
ANAB-CFP Accreditation Program for Food Protection Manager Certifiers**

This Agreement, dated as of \_\_\_\_\_ by and between the Conference for Food Protection, Inc. ("CFP"), a Virginia nonstock corporation, and the ANSI National Accreditation Board, LLC ("ANAB"), a Wisconsin limited liability company (collectively, "Parties").

**WITNESSETH:**

WHEREAS, between 2002 and 2018, the American National Standards Institute, Incorporated, a New York not-for-profit corporation ("ANSI"), had operated an accreditation program for bodies that certify food protection managers (as used under the CFP Standards, "Food Protection Managers") in accordance with the CFP Standards for Accreditation of Food Protection Manager Certification Programs (title henceforth referred to as "CFP Standards"), and

WHEREAS as of 2019, ANSI transferred its accreditation program for bodies that certify Food Protection Managers in accordance with the CFP Standards for Accreditation of Food Protection Manager Certification Programs to ANAB, a wholly owned subsidiary of ANSI engaged in the accreditation of conformity assessment bodies, and

WHEREAS, ANAB and CFP would like to continue this accreditation program, define ANAB's and CFP's respective roles and responsibilities, and enter into an agreement relating to such program, and

WHEREAS it is ANAB's and CFP's joint desire and intent to operate the herein described Program in a cooperative manner, using commercially reasonable efforts to share all reasonably relevant information and with due respect for and consideration of each other's needs;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, ANAB and CFP hereby agree as follows:

1. **Continuation of the Program.**

Subject to the terms and conditions set forth in this Agreement and benefiting from ANAB's demonstrated capability to administer the operational aspects of accreditation activities, the Parties agree to continue as of the date hereof a program to be called the "ANAB-CFP Accreditation Program for Certifiers of Food Protection Managers" (the "ANAB-CFP Program").

1.1. **Scope.** The ANAB-CFP Program shall accredit certification programs that meet the CFP Standards for the accreditation of a Food Protection Manager Certification Program.

1.2. **Other Programs.** The ANAB-CFP Program may include other programs to the extent that ANAB and CFP so agree in a written amendment to this Agreement.

1.3. **Conflicts of Interest.** ANAB and CFP agree that each of them shall avoid any conflicts of interest that may result from their independent or joint operations of various aspects of the ANAB-CFP Program and any related programs and/or activities.

1.4. **Establishment of the ANAB-CFP Accreditation Committee.**

1.4.1. **ANAB-CFP Accreditation Committee.** ANAB and CFP hereby agree to establish the ANAB-CFP Accreditation Committee ("ACAC"). ACAC shall be responsible for: (a) advising the ANAB-CFP Program and making accreditation decisions (unless provided otherwise herein); (b) facilitating communication about

the ANAB-CFP Program; (c) attempting to resolve any questions or disputes in the first instance between the parties hereto concerning operation of the ANAB-CFP Program; (d) participating in any complaints or appeals of accreditation decisions as may be required under applicable appeals procedures, and (e) addressing any other issues concerning the ANAB-CFP Program that CFP or ANAB may so request. ACAC shall consist of no less than five and no more than ten members depending on the need to support the workload. Two members will be appointed by CFP and the rest of the members will be appointed by ANAB. Each party hereto will have the right to remove the members they have appointed. ANAB and CFP shall each strive to appoint members so that ACAC is representative of broad stakeholder interests. CFP-appointed ACAC members shall be appointed for two-year terms, and shall not serve more than three full consecutive terms. ANAB-appointed ACAC members shall be appointed pursuant to applicable ANAB procedures governing the operation of ACAC. ACAC shall determine the frequency of its meetings necessary to accomplish its oversight roles and responsibilities. ACAC shall strive for consensus decision-making, but decisions taken by voting shall require a simple majority of all appointed ACAC members who are eligible to vote.

1.5. **ANAB's Role and Responsibilities.**

1.5.1. ANAB shall be responsible for the creation and maintenance of the operational policies and procedures of the ANAB-CFP Program. This responsibility shall include, but not be limited to, the refinement of operational policies and procedures for the ANAB-CFP Program; and periodic review of all operational policies and procedures in part to assure that any required changes be made thereto (such changes to be consistent with requirements for accreditation).

1.5.2. ANAB shall support efforts to promote understanding, recognition, and ever-increasing acceptance of the ANAB-CFP Program by governments both nationally and internationally, including without limitation U.S. federal, state, and local governments, and by the private sector. Plans and strategies will be jointly developed by ANAB and CFP; promotional materials will be developed by CFP and/or ANAB, individually or jointly.

1.5.3. ANAB shall have a representative attend those portions of the CFP Biennial Meeting that are relevant to the ANAB-CFP program.

1.5.4. ANAB shall have a staff member attend the CFP Executive Board meeting in person, by conference call, or by virtual platform at least annually. The ANAB staff member, authorized to speak on behalf of ANAB, shall provide updates to the CFP Executive Board on matters related to the application/certification process; current standing of accredited organizations; issues of concern and recommended actions; and any other issues relevant to the ANAB-CFP Program.

1.5.5. ANAB shall have a staff member who is involved in Food Protection Manager Certification Programs and authorized to speak on behalf of ANAB attend meetings of the Food Protection Manager Certification Committee (“FPMCC”) (which is a standing committee within the CFP) in person, by conference call, or by virtual platform to stay informed of current committee charges; and provide updates and guidance as appropriate.

1.5.6. ANAB shall provide an annual written report to the CFP Executive Board that includes, but is not limited to:

1.5.6.1. Changes to the application/certification process

- 1.5.6.2. Current standing of all accredited organizations
- 1.5.6.3. Issues of concern and recommended courses of action
- 1.5.6.4. Current fee schedule

1.5.8 ANAB shall notify the CFP Executive Board and FPMCC in writing of any issues of concern and recommended courses of action regarding the CFP Standards.

1.5.9. ANAB shall be responsible for paying all costs and expenses incurred in administering ACAC meetings, except that it shall not pay any ACAC member travel-related expenses to attend an ACAC meeting.

1.5.10. ANAB shall be solely responsible, at ANAB's sole expense for compliance with all applicable laws and regulations required for performance of its obligations hereunder.

1.6. **CFP's Roles and Responsibilities.** ANAB and CFP agree that CFP shall assume the following roles and responsibilities:

1.6.1. CFP retains ownership and maintenance of the CFP Standards document and may advise ANAB on the creation and maintenance of the operational policies and procedures of the Program.

1.6.2 CFP shall have at least one of its representatives to ACAC attend meetings of the FPMCC in person, by conference call, or by virtual platform to provide updates and guidance as appropriate.

1.6.3 CFP shall be solely responsible, at CFP's sole expense, for compliance with all applicable laws and regulations required for performance of its obligations hereunder.

1.7. **Accreditation Clarification.** CFP acknowledges that this Agreement does not

constitute a certification, accreditation, or approval by ANAB or the American National Standards Institute, Inc. of any CFP program or practice beyond those outlined in the terms of this Agreement.

2. **Financial Issues.**

2.1. **Program Fees.** All fees payable under the ANAB-CFP Program shall be established and collected by ANAB.

2.1.1. **Fee Schedule.** The schedule of all fees payable by organizations accredited or seeking accreditation under the ANAB-CFP Program shall be developed by ANAB and submitted to CFP. ANAB may adjust such fees after notification to CFP.

2.1.2. **Collection of Fees.** ANAB shall be responsible for: (a) collecting all fees associated with the ANAB-CFP Program; and (b) paying ANAB's costs and expenses in connection with the ANAB-CFP Program. ANAB shall have the right to retain all fees collected in connection with the ANAB-CFP Program. ANAB shall be solely responsible for the payment of all taxes arising out of the fees collected in connection with the ANAB-CFP Program including, without limitation, federal, state and local taxes.

3. **Licenses to use the ANAB and CFP Trademarks.**

3.1. **CFP Limited License.**

3.1.1. **Grant of License.** Subject to the terms and conditions of this Agreement, CFP hereby grants to ANAB, and ANAB hereby accepts from CFP, a royalty free, non-exclusive, non-transferable, non-sublicensable, worldwide license to use the trademarks identified at Exhibit 1 (the "Licensed CFP Marks") solely and exclusively in connection with the marketing and accreditation materials of the ANAB-CFP Program

("Licensed Use"), provided that ANAB shall not make substantive changes to descriptive literature or promotional information relating to the ANAB-CFP Program containing the Licensed CFP Marks in any manner other than as mutually agreed upon by the Parties (the "CFP Licensed Use"). CFP agrees, upon request by ANAB, to execute any appropriate documents or authorizations that may be required to permit ANAB to use the Licensed CFP Marks as permitted by this Section 3.1.1 of the Agreement.

3.1.2. **Restrictions.**<sup>1</sup> ANAB shall not use the Licensed CFP Marks for any activity or purpose outside of the Licensed Use or in any manner not expressly permitted by this Agreement, including, without limiting the generality of the foregoing:

3.1.2.1. using the CFP Licensed Marks other than in the form and manner permitted by this Agreement, unless CFP otherwise consents to such use [in writing];

3.1.2.2. modifying, amending, altering, or otherwise augmenting the CFP Licensed Marks, unless CFP consents to such use in writing;

3.1.2.3. modifying any of the Licensed CFP Marks or creating any variation thereof or composite trademarks with the Licensed CFP Marks, unless CFP consents to such use in writing; or

3.1.2.4. registering any trademarks, domain names or social media handles that are identical or confusingly similar to, or contain any of, the Licensed CFP Marks, unless CFP consents to such use in writing.

3.1.3. **Covenant.** ANAB shall not do anything which may adversely affect CFP's

ownership of, or the validity of, any of the Licensed CFP Marks, including any registration for the Licensed CFP Marks, and shall not use the Licensed CFP Marks in any way that could reasonably be expected to tarnish, disparage, impair or otherwise negatively affect, or is not sufficiently high quality to protect, the reputation, integrity, image or value of the Licensed CFP Marks or the goodwill symbolized by the Licensed CFP Marks. ANAB further agrees not to contest the validity or enforceability of CFP's rights, title or interest in and to the Licensed CFP Marks.

3.1.4. **Quality Control.** CFP maintains the right to inspect the use of the Licensed CFP Marks by ANAB.

3.1.5. **Reservation of Rights.** Notwithstanding the provisions of this Section 3, ANAB acknowledges and agrees that, as between CFP on the one hand, and ANAB on the other hand, the Licensed CFP Marks shall, at all times, belong to CFP, and all rights, title and interest in and to, and the goodwill associated with the Licensed CFP Marks, belong solely and exclusively to CFP. ANAB's use of the Licensed CFP Marks pursuant to this Agreement inures solely to the benefit of CFP, and nothing in this Agreement conveys to ANAB any right, title or interest in or to the Licensed CFP Marks (or the goodwill associated therewith), other than the right to use the Licensed CFP Marks in accordance with, and subject to the provisions of this Agreement. CFP reserves all of its rights, title and interests in and to the Licensed CFP Marks that are not expressly licensed to ANAB hereunder.

### 3.2. **ANAB Limited License**

3.2.1. **Grant of License.** Subject to the terms and conditions of this Agreement, ANAB hereby grants to CFP, and CFP hereby accepts from ANAB, a royalty free, non-exclusive, non-transferable, non-sublicensable, worldwide license to use the



trademarks identified at Exhibit 2 (the "Licensed ANAB Marks") solely and exclusively in connection with the marketing and accreditation materials of the Licensed Use.

ANAB agrees, upon request of CFP, to execute any appropriate documents or authorizations that may be required to permit CFP to use the Licensed ANAB Marks as permitted by this Section 3.2.1 of the Agreement.

3.2.2. **Restrictions.** CFP shall not use the Licensed ANAB Marks for any activity or purpose outside of the ANAB Licensed Use or in any manner not expressly permitted by this Agreement, including, without limiting the generality of the foregoing:

3.2.2.1. using the ANAB Licensed Marks other than in the form and manner permitted by this Agreement, unless ANAB otherwise consents to such use in writing;

3.2.2.2. modifying, amending, altering, or otherwise augmenting the ANAB Licensed Marks, unless ANAB consents to such use in writing;

3.2.2.3. modifying any of the Licensed ANAB Marks or creating any variation thereof or composite trademarks with the Licensed ANAB Marks, unless ANAB consents to such use in writing; or

3.2.2.4. registering any trademarks, domain names or social media handles that are identical or confusingly similar to, or contain any of, the Licensed ANAB Marks, unless ANAB consents to such use in writing.

3.2.3. **Covenant.** CFP shall not do anything which may adversely affect ANAB or ANSI's ownership of, or the validity of, any of the Licensed ANAB Marks, including any registration for the Licensed ANAB Marks, and shall not use the Licensed ANAB Marks in any way that could reasonably be expected to tarnish, disparage, impair or

otherwise negatively affect, or is not sufficiently high quality to protect, the reputation, integrity, image or value of the Licensed ANAB Marks or the goodwill symbolized by the Licensed ANAB Marks. CFP further agrees not to contest the validity or enforceability of ANAB's and/or ANSI's rights, title or interest in and to the Licensed ANAB Marks.

3.2.4. **Quality Control.** ANAB maintains the right to inspect the use of the Licensed ANAB Marks by CFP.

3.2.5. **Reservation of Rights.** Notwithstanding the provisions of this Section 3, CFP acknowledges and agrees that, as between ANAB on the one hand, and CFP on the other hand, the Licensed ANAB Marks shall, at all times, belong to ANAB (and its parent company, ANSI), and all rights, title and interest in and to, the goodwill associated with the Licensed ANAB Marks, belong solely and exclusively to ANAB and ANSI. CFP's use of the Licensed ANAB Marks pursuant to this Agreement inures solely to the benefit of ANAB and ANSI, and nothing in this Agreement conveys to CFP any right, title or interest in or to the Licensed ANAB Marks (or the goodwill associated therewith), other than the right to use the Licensed ANAB Marks in accordance with, and subject to the provisions of this Agreement. CFP agrees that ANAB and ANSI reserve all of their rights, title and interests in and to the Licensed ANAB Marks that are not expressly licensed to CFP hereunder.

3.3. **Notification of Infringing Uses.** Each party hereto agrees to notify promptly the other party of any infringements, limitations, illegal uses, misuses or applications for registration of the Licensed CFP Marks or the Licensed ANAB Marks (collectively, "Program Marks"), as the case may be, which come to the attention of such party.

4. **Liability and Indemnification.**

4.1. **Indemnification by CFP.** CFP agrees to indemnify and hold harmless ANAB and any of its officers, directors, representatives, or employees against any and all liabilities, damages, losses, costs, or expenses whatsoever, including reasonable fees of outside counsel (hereafter, "Losses" or, individually, a "Loss") suffered by ANAB and any of its officers, directors, representatives, or employees, arising out of or resulting from (i) the breach or non-performance by CFP of any of its agreements, obligations, covenants, representations, or warranties under this Agreement, (ii) any claims asserted against ANAB based in whole or in part relating to the content of the CFP Standards or (iii) any third party claims, demands or litigation arising in respect of CFP's performance of its obligations hereunder.

4.2. **Indemnification by ANAB.** ANAB agrees to indemnify and hold harmless CFP and any of its officers, directors, representatives, or employees, against any and all losses suffered by CFP and any of its officers, directors, representatives, or employees, arising out of or resulting from (i) the breach or non-performance by ANAB of any of its agreements, obligations, covenants, representations, or warranties under this Agreement; (ii) any claims asserted against CFP based in whole or in part relating to the implementation of the CFP Standards by ANAB or the operation of the ANAB-CFP Program by ANAB; or (iii) any third party claims, demands or litigation arising in respect of ANAB's performance of its obligations hereunder.

4.3. **Notification of Claim.** In the event that either ANAB or CFP has a claim for indemnification under this section, the party hereto seeking indemnification (the "Claiming Party") shall deliver to the party from whom indemnification is being

requested, a written notice which shall:

(a) state that a Loss has occurred or is threatened or that the Claiming Party has properly accrued Losses or anticipates Losses for which the Claiming Party is entitled to indemnification pursuant to this Agreement and (b) specify in reasonable detail to the extent then known each individual Loss including the amount thereof, if reasonably ascertainable, and the nature of the agreement, obligation, covenant, representation, or warranty to which the Loss is related. The Claiming Party shall provide such notice expeditiously upon realizing that a Loss has occurred or might occur.

4.4. **Maintenance of Liability Insurance.** ANAB and CFP each agree that it will carry and maintain liability insurance in such amounts and at such premiums and against such liabilities as is commercially available and reasonable and satisfactory to the other party, which amount shall be no less than \$1,000,000.

4.5. **Limitations.** Notwithstanding any other provision of this Agreement, Losses shall not include, and no party hereto shall be liable for, any incidental, indirect, consequential, punitive, exemplary or other special damages. The indemnifying party shall have the right to participate in, at such party's expense, any related litigation arising under Sections 4.1(iii) or 4.2(ii) and the indemnified party will not enter into any settlement that would impose obligations or restrictions other than the payment of money damages without the indemnifying party's prior written consent. CFP's maximum aggregate liability under this Agreement and the transactions contemplated hereby shall not exceed \$2,000,000. ANAB's maximum aggregate liability under this Agreement and the transactions contemplated hereby shall not exceed the aggregate amount of fees collected by ANAB pursuant to Section 2.1 of this Agreement.

5. **Relationship of the Parties.**

Neither ANAB nor CFP shall be deemed to be, nor hold itself out as, the agent, partner, or representative of the other party except where expressly permitted under this Agreement. Nothing in this agreement shall be construed to constitute the parties hereto as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.

6. **Term of the Program.**

The ANAB-CFP Program shall commence as of the date hereof and shall continue for a period of four years, with automatic renewal for an additional 4-year terms, unless and until terminated by mutual written agreement by both CFP and ANAB or unless and until it is terminated pursuant to Section 7 of this Agreement.

7. **Termination of the Program.**

**Voluntary Termination.** If either ANAB or CFP wishes to terminate the ANAB- CFP Program for any reason whatsoever, it shall so notify the other party in writing at least six months prior to the end of any calendar year and specify the termination date (as of the end of such calendar year or thereafter). If this Agreement is terminated pursuant to this section, the parties hereto shall jointly retain rights, title, and interest in and to any information and materials developed as part of the ANAB-CFP Program unless one party wishes to transfer such rights, title, and interest to the other under such terms and conditions as the parties hereto may agree; provided that CFP shall retain its sole ownership of the CFP Standards.

7.1. In the event of termination under this Section 7.0, CFP will retain all right, title and interest in and to the Licensed CFP Marks and ANAB and its parent company, ANSI, will retain all right, title and interest in and to the Licensed ANAB Marks.

7.2. In the event of termination under this Section 7.0, the Parties will cease and refrain from any and all continued and/or future use of any Program Marks.

7.2.1. Subject to all applicable laws, if either ANAB or CFP wishes to terminate the ANAB-CFP Program pursuant to this Section 7.0, each shall pursue normal operations during the period from notification until resolution and during such period shall not publicly discuss or attempt to discredit the other party and shall not publicly disclose information related to any perceived problems in connection with the ANAB-CFP Program.

7.2.2. Capital assets acquired by each party using ANAB-CFP Program funds shall be retained by that party.

7.3. **Material Breach or Default of Agreement.** In the event of any material breach or default of this Agreement by ANAB or CFP, the other party may, in its sole discretion, cancel this Agreement by giving (10) ten days' written notice to the defaulting party in accordance with the notice provisions set forth in Section 11 of this Agreement.

7.4. **Treatment of Program Accreditations.** In the event that the ANAB-CFP Program is terminated for any reason, the parties shall use their best efforts to notify those entities accredited under the ANAB-CFP Program of one or more alternative programs that may be available to them. However, the parties shall include a disclaimer about the quality or any representation of the quality of these alternative programs.

8. **Non-Disclosure of Confidential Information.**

8.1. **Non-Disclosure.** Each of the parties hereto covenants and agrees on behalf of itself, its officers, directors, representatives, and employees to keep confidential

any technical, financial, or other confidential information received throughout the operation of the ANAB-CFP Program, other than materials and/or information that is part of the ANAB-CFP Program and is required to be exchanged upon termination of this Agreement. Any such confidential information shall be maintained in strict confidence among CFP's and ANAB's officers, directors, representatives, and employees both during the term of the ANAB-CFP Program and for so long thereafter as such information remains unpublished or inaccessible to the public. The receiving party shall not use such confidential information except and only to the extent required to perform its obligations under this Agreement. Upon termination of this Agreement and in accordance with its terms, upon the request of the other party, the receiving party shall return or destroy, at the receiving party's election, all such confidential information.

8.2. **Exceptions.** The only agreed exceptions to the obligations set forth in Section 8.1 of this Agreement are: (a) in the event that both parties agree that such information may be disclosed; (b) as required pursuant to legal process, (c) to the extent such information is independently developed by the recipient of such information, and (d) in the event of a dispute or lawsuit between ANAB and CFP, in which case ANAB and CFP may disclose confidential information to the Panel provided for in Section 9 herein, to a court of law, or as otherwise necessary to establish or defend a claim.

9. **Dispute Resolution.**

9.1. **CFP and ANAB Executive Officers.** If a dispute occurs between the parties hereto, a written notice shall be sent to the other party, the CFP Executive Secretary and Conference Chair, and the ANAB Executive Director. The CFP Executive Director and Conference Chair and the ANAB Executive Director shall meet in person

or by telephone within the following four weeks after delivery of such notice and shall attempt in good faith to resolve the matter. Notwithstanding any provision to the contrary in this Section 9, this Section 9 shall not restrict or limit the termination of this Agreement in accordance with Section 7.2 of this Agreement.

9.2. **Arbitration Panel.**

9.2.1. In the event that a party wishes to have the dispute heard after complying with Section 9.1 of this Agreement, such party shall promptly send a written notice to the other party that the dispute will be heard by an arbitration panel (the "Panel"). ANAB and CFP agree that the Panel shall consist of three members. Within two weeks of the date the notice was received, ANAB and CFP shall each appoint one member to the Panel, and within two weeks thereafter those two arbitrators shall together designate a third member. The third member shall be a member of the American Arbitration Association and shall act as Chairman of the Panel. None of the arbitrators shall be an employee, officer, or director of either ANAB or CFP. ANAB and CFP agree to be bound by the decision of a majority of the Panel. ANAB and CFP shall each bear its own costs and expenses in connection with any such arbitration proceeding, and the losing party shall bear the expenses related to the Chairman of the Panel. Neither of the party-appointed arbitrators shall be compensated or reimbursed for related expenses by the losing party; the party hereto appointing each such arbitrator shall bear the costs and expenses of such arbitrator. In the event that a notice is sent pursuant to this section, the parties agree and hereby confer exclusive jurisdiction upon the Panel described therein to hear and resolve the dispute.

9.2.2. The juridical seat of the arbitration shall be Wilmington, Delaware, and



the proceedings will be conducted there or at such other location upon which the parties to the arbitration may agree. The Panel shall set a date and place for a hearing on the dispute, which shall take place within two months following the date the Panel is formed. At least 21 days prior to the hearing, ANAB and CFP shall each submit to the Chairman of the Panel three copies of a written statement of its position and shall include all evidence in support thereof. At the hearing, each party may have up to three persons speak on its behalf for a total of up to 60 minutes for each party. The Panel may then question the participants as it determines is appropriate. Within 30 days of the hearing, the Panel shall issue the decision of a majority of its members in writing to ANAB and CFP. Neither ANAB nor CFP shall communicate *ex parte* with any member of the Panel once the Panel has been formed regarding any of the issues to be decided by the Panel. The decision of the Panel shall be final and binding on the parties absent manifest error. Judgment on the Panel's award may be entered in any court of competent jurisdiction.

9.2.3. If ANAB or CFP fails to comply with any of the time deadlines governing its individual conduct provided for in this Section 9.2, then the other party shall be deemed to have any disputed issue(s) resolved in its favor.

## 10. **Representations and Warranties.**

10.1. **By CFP.** CFP hereby represents and warrants to ANAB as follows:

10.1.1. CFP has been duly incorporated and is validly existing and in good standing under the laws of the State of Virginia.

10.1.2. CFP has full power and authority to make, enter into, execute, deliver, and perform its obligations under this Agreement and grant the rights granted

herein and all necessary corporate action on the part of CFP has been taken to authorize and approve the execution, delivery, and performance of this Agreement.

10.1.3. This Agreement has been duly executed by CFP and constitutes the legal, valid, and binding obligation of CFP, enforceable against CFP in accordance with its terms.

10.1.4. Entry into this Agreement and performance of CFP's obligations as set forth herein do not and will not conflict with or result in any breach or default under any other agreement to which CFP is subject.

10.2 **By ANAB.** ANAB hereby represents and warrants to CFP as follows:

10.2.1 ANAB has been duly organized as a limited liability company and is validly existing and in good standing under the laws of the State of Wisconsin.

10.2.2 ANAB has full power and authority to make, enter into, execute, deliver, and perform its obligations under this Agreement and grant the rights granted herein and all necessary corporate action on the part of ANAB has been taken to authorize and approve the execution, delivery, and performance of this agreement.

10.2.3 This Agreement has been duly executed by ANAB and constitutes the legal, valid, and binding obligation of ANAB, enforceable against ANAB in accordance with its terms.

10.2.3 Entry into this Agreement and performance of ANAB's obligations as set forth herein do not and will not conflict with or result in any breach or default under any other agreement to which ANAB is subject.

10.2.4. ANAB has the required skill, experience and qualification to perform its obligations as set forth in this Agreement and shall perform such obligations in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote sufficient resources to ensure that its obligations set forth herein are performed in a timely and reliable manner.

11. **Notices.**

Any notices or other communications hereunder shall be in writing and shall be deemed given when addressed as set forth below and received by the addressee:

- (a) if sent by certified mail, return receipt requested, 3 business days after sending,
- (b) if faxed to the addressee and the sender retains written confirmation of the transmittal upon such confirmation,
- (c) if emailed to the addressee and the sender retains written confirmation of the delivery of the transmittal upon such confirmation
- or (d) delivered to the addressee at its principal office during normal business hours upon such delivery.

**If to CFP:**

Conference for Food Protection

David McSwane  
Executive Director  
30 Elliott Court  
Martinsville, IN 46151-1331  
317-696-0573

**If to ANAB:**

Executive Director  
ANSI National Accreditation Board  
1819 L Street, NW, Suite 600  
Washington, DC 20005

Telephone: (202) 293-8020  
Facsimile: (202) 293-9287

Each party shall notify the other in accordance with the terms of this Section 11 if any of the contact information should be changed.

12. **Miscellaneous.**

12.1. **Severability.** The terms and conditions of this Agreement are severable. If any condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, the term and condition which is held to be illegal or unenforceable shall remain in effect as far as possible and in accordance with the intention of the parties.

12.2. **Entire Agreement and Amendment.** ANAB and CFP covenant and agree that this written Agreement constitutes the complete agreement between the parties and supersedes all prior agreements with respect to the subjects hereof except as noted otherwise herein and may not be amended or modified, except by a writing signed by both parties hereto or by their duly authorized representatives. A reference to Section, attachment or Exhibit is a reference to a Section of this Agreement or an attachment or Exhibit hereto, and the terms this "Agreement", "hereof," "herein," and other like terms refer to this Agreement as a whole, including the attachments and Exhibits hereto. The Exhibits to this Agreement are an integral part of this Agreement and are hereby incorporated herein and made a part hereof as if set forth herein.

12.3. **Governing Law.** All matters of construction, validity, effect, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles and conflicts of laws thereof.

12.4. **Survival.** Notwithstanding termination of this Agreement, the rights and

obligations contained in Sections 5, 7, 8, 9, 11 and 12 shall survive any such termination of this Agreement.

12.5. **Costs and Expenses.** Except as otherwise provided in this Agreement, each party shall bear its own costs and expenses relating to this Agreement and performance hereof.

12.6. **Counterparts.** This Agreement may be executed in counterparts, including without limitation by facsimile, .pdf or other electronic signature, each of which may be signed by any of the parties hereto and each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

12.7. **Assignment.** Except as provided herein, the rights and obligations of ANAB and CFP herein shall not be assigned or assignable, in whole or in part, without the express written permission of the other party, which shall not unreasonably withhold such consent.

12.8. **Force Majeure.** No party hereto shall be liable or responsible to the other party hereto, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation, (a) acts of God, (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not) terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) epidemic or pandemic (including without limitation COVID-19); (f) actions, embargoes or blockades in effect on or after the date of this Agreement; (g) action by any governmental authority; (h) national or regional emergency; (i) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (j) shortage of adequate power or transportation facilities (each of (a)-(j) a "Force Majeure Event"). The party suffering a Force Majeure Event shall give notice

within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CONFERENCE FOR FOOD PROTECTION

By \_\_\_\_\_

Title \_\_\_\_\_

ANSI National Accreditation Board

By \_\_\_\_\_


Title \_\_\_\_\_

—

**Exhibit 1**

**Licensed CFP Marks**

**(as may be updated from time to time on mutual agreement of the Parties)**

<b>Unregistered Trademarks</b>
CONFERENCE FOR FOOD PROTECTION
CFP

Any other unregistered trademarks owned by Conference for Food Protection, Inc..





**Exhibit 3**

**Program Marks**

**(as may be updated from time to time on mutual agreement of the Parties)**