

**RHSA DPP LOGO CERTIFICATION MARK
LICENSE AGREEMENT
v. 1-6-22**

This DPP LOGO CERTIFICATION MARK LICENSE AGREEMENT (“Agreement”) effective April 1, 2022 (the Effective Date), between Responsible Hunting Scent Association, Inc., a Minnesota nonprofit corporation, having its principal place of business at Minnesota, USA (“Licensor”) and _____, having its principal place of business at _____, USA (“Licensee,” collectively the “Parties” and each a “Party”):

WITNESSETH

WHEREAS, Licensor operates the Responsible Hunting Scent Association (“RHSA”), a non-profit trade association with a mission to prevent the spread of disease and to support healthy deer, elk, and moose populations in the United States; and

WHEREAS, Licensor’s members are hunting scent manufacturers that bottle and sell urine-based scents, as well as urine production facilities that collect urine and sell urine to scent manufacturers (“RHSA Members”); and

WHEREAS, Licensor has established the RHSA Deer Protection Program (the “DPP”) available only to RHSA members that are committed to producing cervid urine and/or cervid urine based scents in which the cervid urine comes only from facilities that take precautions beyond those required by current federal programs (i.e. APHIS Herd Certification Program) to reduce the risk of chronic wasting disease (“CWD”); and

WHEREAS, to participate in the DPP, RHSA Members are required to meet and maintain compliance with DPP Requirements (attached hereto as **Exhibit A**), including but not limited to active RHSA Membership, annual submission of required DPP commitment forms, and certification that all cervid urine meets specified urine collection and/or scent manufacturing facility requirements; and

WHEREAS, Licensor is the owner of the DPP Mark (as defined below); and

WHEREAS, Licensee desires to use Licensor’s DPP Mark in connection with the advertising, promotion, marketing and sale of its products; and

WHEREAS, Licensor is willing to grant to Licensee a limited, non-exclusive, revocable license upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Incorporation of WHEREAS Clauses.** The Parties incorporate by reference the WHEREAS clauses set forth above as if fully set forth herein.

2. **Certification Mark.** The DPP Mark shall mean Licensor's certification mark consisting of a circle containing the capital letters "DPP" placed above a checkmark, as shown on **Exhibit B**, and which is the subject of Licensor's U.S. Trademark Application filed on February 1, 2021, Serial No. 90501378.
3. **Ownership and Registration of DPP Mark.** Licensor owns the DPP Mark and has exclusive rights to license the DPP Mark to urine collection facilities and hunting scent manufacturers participating in the DPP that have met, and maintain compliance with, the DPP Requirements. If Licensee acquires, as a result of the exercise of any rights provided under this Agreement, any rights in or to the DPP Mark, Licensee agrees to assign and hereby assigns all such rights to Licensor. Licensee acknowledges Licensor's ownership of the DPP Mark and Licensee agrees to do nothing inconsistent with such ownership. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in or to the DPP Mark other than the right to use the DPP Mark in accordance with this Agreement. Licensee further agrees that it will not challenge the validity of this Agreement. Licensee shall timely cooperate with Licensor's reasonable requests for information necessary to register or maintain the DPP Mark, and shall at Licensee's own expense reasonably assist Licensor to prosecute its trademark applications and maintain its trademark registrations for the DPP Mark, including but not limited to promptly responding to Licensor's requests for use dates and samples showing how the DPP Mark is being used.
4. **Grant of Rights.** Licensor hereby grants to Licensee for the Term of this agreement a non-exclusive, royalty-free, limited, revocable license, without the right to sublicense, to use the DPP Mark only on or in connection with the advertising, promotion, marketing and sale of those products which have been collected, manufactured or produced while Licensee was in strict compliance with DPP Requirements and only in accordance with the terms of this Agreement and for no other use or purpose.
5. **Territory.** The authority to use the DPP Mark extends to the United States, Canada, and their respective territories and possessions.
6. **Term.** This Agreement shall commence on the Effective Date and shall terminate on March 31, 2023, the date on which Licensee's RHSA Membership is terminated by either Party, or the date this Agreement is terminated in accordance with Section 15, whichever occurs first (the "Term").
7. **Licensee's Representations and Warranties.** Licensee represents and warrants that as of the Effective Date Licensee is an active RHSA Member in good standing, and is in compliance with all DPP Requirements. Licensee further represents and warrants that: (a) any and all products the DPP Mark is used in connection with, will conform to all laws in the area in which the products are sold or distributed, (b) that the products are safe if properly used in accordance with Licensee's written instructions, and (c) that the products advertised, promoted, marketed or sold using, or which bear the DPP Mark will have been produced in strict compliance with the DPP Requirements.
8. **Licensor Standards and Quality Control.** The Licensee must only use the DPP Mark on or in connection with the advertising, promotion, marketing or sale of products that were produced

by Licensee while in strict compliance with the DPP Requirements and the terms of this Agreement. Licensee agrees that if Licensor subsequently determines in its sole discretion, that Licensee is not in compliance with DPP Requirements, Licensor shall so notify the Licensee in accordance with this Agreement. Licensee must then cure the noncompliance by demonstrating to Licensor's reasonable satisfaction, within thirty (30) days of notice from Licensor, that such noncompliance was determined by error or that such nonconformity has been corrected. If Licensee fails to timely cure noncompliance, Licensee shall immediately cease all use of the DPP Mark. If Licensor determines that Licensee's noncompliance with DPP Requirements may have resulted in substandard products bearing the DPP Mark, Licensor may require that Licensee notify third parties (i.e. Licensee's customers) who may have received substandard products bearing the DPP Mark by certified mail within 30 days from the date of receipt of written notification of a request by Licensor to rescind the DPP Mark. Licensee may not then resume use of the DPP Mark until the DPP Requirements have been met to Licensor's satisfaction, and a new Certification Mark License Agreement has been executed by the Parties. If Licensor changes the DPP Requirements, then products sold prior to the date of such written notification by Licensor shall not be considered substandard. The costs of compliance with this provision shall be borne solely by Licensee. Licensee will comply with reasonable changes to DPP Requirements within a period of not more than three (3) months from the date of receipt of written notification to Licensee of such changes, and Licensee will not challenge Licensor's rights under the DPP Requirements or under this Agreement.

9. **Confidentiality of Information.** All technical information provided by or to Licensor and the Licensee in connection with this Agreement shall be treated as confidential and not disclosed to the public, and any technical or proprietary information provided by either Party shall remain the property of the provider of that information and shall not be permitted to be used for any other purpose without the provider's prior written consent, unless that information shall become publicly available by means other than the violation of this paragraph by Licensor or Licensee.

10. **Advertising and Packaging.** Licensee is authorized to use the DPP Mark in connection with the advertising, promotion, marketing and sale of its products, including product packaging, provided that: (a) it refrains from stating or suggesting directly or indirectly, other than by use of the mark, that Licensor is endorsing the products, and (b) obtains Licensor's prior written consent, which shall not be unreasonably withheld, to Licensee's advertising, marketing, promotion and product packaging. At Licensor's request, and no less often than annually, Licensee shall submit to Licensor a list identifying all of Licensee's products advertised, marketed, promoted or sold using, or which bear the DPP Mark.

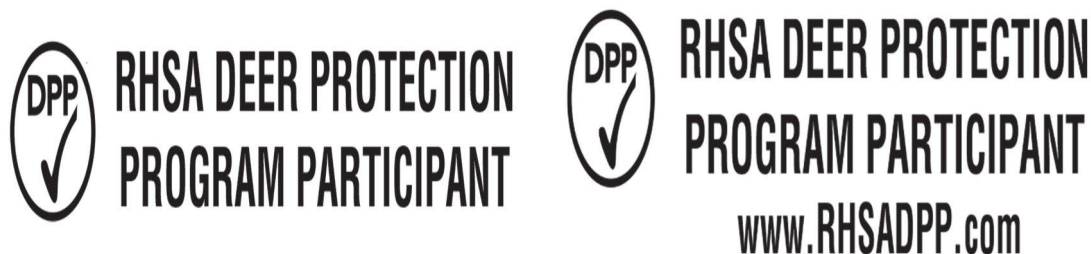
11. **Permitted Use and Display of DPP Mark.** Licensee shall comply with Licensor's usage guidelines concerning the style, design, display and use of the DPP Mark, including correct use of the trademark symbol "TM" or registration symbol "®" with the DPP Mark ("DPP Mark Usage Guidelines"). Licensee agrees to comply with the following mandatory DPP Mark Usage Guidelines as they may be amended from time to time in Licensor's sole discretion:

- a. **Primary Product Placement on Front of Packaging.** Licensee shall display the DPP Mark on the front of its products and product packaging in a prominent, easily-seen location that a consumer can view if the product is placed on a retail shelf. The

DPP Mark should be printed in a contrasting color, typically white on black or black on white, in one or more of the following formats:



- b. **Secondary Product Placement on Back of Packaging.** Licensee shall display the DPP Mark on the back of its products and product packaging in a prominent, easily seen location that a consumer can view if the product is examined. The Logo should be printed along with the legend, “RHSA Deer Protection Program Participant,” with reference to Licensor’s website at www.RHSADPP.com, in the following formats:



- c. **Digital, Electronic, and Print Advertising.** Licensee shall use the DPP Mark on all digital, electronic, and print advertising with the prominently displayed legend, “RHSA Deer Protection Program Participant,” with reference to Licensor’s website at www.RHSADPP.com, and in the same format as that used for Secondary Product Placement.
- d. **Variations in Use Prohibited.** Licensee shall not use or cause the DPP Mark to be used in any other form or format without Licensor’s prior written consent.

12. **Insurance.** Licensee shall either maintain at its own expense in full force and effect at all times during which the products bearing the DPP Mark are being sold and for three (3) years thereafter, with an insurance carrier having a rating of A, VII or better in Best’s Insurance Reports, at least one million dollars (\$1 million) products liability insurance policy with respect to the products, or provide evidence acceptable to Licensor that Licensee maintains a professionally administered risk management program of sufficient credibility and resources to ensure an adequate level of product liability protection. Licensee shall name Licensor as additional insured and will endeavor to provide at least thirty (30 days) prior written notice to Licensor of the cancellation or any substantial modification to the policy that Licensee would affect Licensor.

13. **Licensee's Indemnity.** Licensee shall defend, indemnify and hold Licensor and their respective representatives, employees, officers, directors and agents harmless against all claims, suits, cost, damages, judgments, attorney's fees, settlements or expenses incurred, caused by arising from or relating to any breach of this Agreement by Licensee, obtained or sustained by any third party, whether for personal injury, misrepresentation, or otherwise arising out of or relating to the manufacture, advertising, promotion, use, marketing or sale of products bearing the DPP Mark.

14. **Unauthorized Use of the DPP Mark.** Licensee acknowledges that if it engages in any unauthorized use of the DPP Mark, its right to continue using the DPP Mark shall cease immediately, that irreparable injury will occur if its use continues, and that Licensor shall be entitled to temporary, preliminary, and permanent injunctive relief, plus an award for damages, costs, and reasonable attorneys' fees arising from or relating to such unauthorized use of the DPP Mark, including the filing and obtaining the injunctive relief described above. Licensee shall promptly provide written notice to Licensor of any actual or potential unauthorized use of the DPP Mark (or any confusingly similar mark) of which it becomes aware, and shall provide the Licensor with such documents, information and assistance as it can in relation thereto.

15. **Termination.** Licensor shall have the right, upon written notice to Licensee, to terminate this Agreement upon the occurrence of any of the following events, provided that this Agreement shall terminate automatically and without notice upon the occurrence of the event described in subsection (f):

- a. Licensee shall fail in any material respect to comply with its obligations under this Agreement, which failure shall continue for thirty (30) days after written notice from Licensor;
- b. Licensee shall voluntarily or involuntarily enter bankruptcy, reorganization, arrangement, receivership or similar proceedings, or declare insolvency or bankruptcy;
- c. Licensee shall cease active use of all the DPP Mark in its business for a period of three consecutive months, which cessation shall continue for thirty (30) days after written notice from Licensor;
- d. Licensee shall assign or attempt to assign this Agreement without Licensor's written consent;
- e. Licensee shall fail to in any material respect to comply with the DPP Requirements, which failure shall continue for thirty (30) days after written notice thereof from Licensor; or
- f. Licensee shall cease for any reason to be an active RHSA Member in good standing, in which event the License granted hereunder shall terminate automatically and without notice.

At the sole discretion of the RHSA board of directors, an alternative probationary agreement or allowance may be considered for a member subject to section 15(b).

16. **Rights and Obligations Upon Termination.** All rights and licenses granted by Licensor to Licensee shall terminate immediately and Licensee shall refrain immediately from using the DPP Mark upon any termination of this Agreement. However, Licensee's obligations under Paragraphs 7, 9, 12, 13, 14, 16, and 17 of this Agreement shall continue indefinitely beyond termination. For the avoidance of doubt, upon expiration or termination of this Agreement, Licensee shall immediately withdraw any online, print or electronic advertising in which the DPP Mark is displayed and shall immediately cease all other use of the DPP Mark.

17. **Governing Law, Venue and Attorneys' Fees.** This Agreement shall be deemed to have been made in the State of Minnesota, and it shall be governed by and construed in accordance with the substantive laws of the State of Minnesota, without regard to its conflicts of laws provisions. Any action arising from or related to this Agreement shall be venued exclusively in a state or federal court sitting in Hennepin County, Minnesota, to the jurisdiction of which the Parties consent. The prevailing Party shall be entitled to recover from the other (non-prevailing) Party(ies) its reasonable attorneys' fees and other costs and expenses incurred in resolving, settling, prosecuting, or defending any claim arising under or related to this Agreement, including without limitation any action, suit, arbitration, mediation or other judicial or quasi-judicial proceeding.

18. **Miscellaneous.**

- a. **Relationship Defined.** The relationship between the Parties established by this Agreement is solely that of licensor and licensee. Neither Party is in any way the legal representative, partner, employee or agent of the other, nor is either Party authorized or empowered to create or assume any obligation of any kind, implied or expressed, on behalf of the other Party, without the express prior written consent of the other.
- b. **No Franchise.** The Parties acknowledge and agree that this Agreement and the relationship between Licensee and Licensor are not intended to be, do not qualify as, and have not been referred to as, a franchise, business opportunity or assisted marketing plan, whether under federal, state or other applicable law.
- c. **Force Majeure.** Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of such obligations is delayed, hindered or prevented by force majeure. Force majeure shall be acts of God, strikes, fires, riots, lawful regulations, or orders of any governmental authority, floods or other catastrophes, national emergencies, insurrections, labor disputes, walkouts and acts of war (declared or undeclared) or terrorism, provided such cause is beyond the control of the Party claiming force majeure and could not reasonably have been foreseen and guarded against by that Party.
- d. **Further Assurances.** Licensor and Licensee agree that each Party will cooperate with the other to execute any further documents that may be necessary to give effect to this Agreement.

- e. **Assignment.** This Agreement may not be assigned or transferred by Licensee without Licensor's written consent. In the event of any attempted assignment or delegation to which Licensor has not consented, this Agreement will automatically terminate. Licensor may assign this agreement to any affiliated, related, or successor entity.
- f. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof.
- g. **Integration.** This Agreement supersedes any prior communication or understanding, written or oral, on this subject matter. No amendment to this Agreement is valid unless it is in writing and signed by both Parties.
- h. **Interpretation.** The paragraph headings are for convenience only. This Agreement shall be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against any Party, or the drafting Party.
- i. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- j. **No Waiver.** A Party's failure to enforce the terms of this Agreement in any given instance will not constitute a waiver of its rights hereunder with respect to other violations of this Agreement; nor shall any waiver of any default under this Agreement be construed as a waiver of any other default. Any failure or delay by either Party to enforce any of its rights under this Agreement shall not be deemed a continuing waiver or modification hereof and said Party, within the time provided by law, may commence appropriate legal proceedings to enforce any or all of such rights.
- k. **Notices.** All notices and communications in this Agreement will be in writing and will be considered given when personally delivered or mailed by prepaid certified or registered mail, return receipt requested, or via email, to the Parties at the respective addresses stated on the signature page of this Agreement or at such other address as a Party may specify by notice given to the other.
- l. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

LICENSOR:

Responsible Hunting Scent Association, Inc.

By _____

Its _____

Address:

Responsible Hunting Scent Association, Inc.

201 North Minnesota Street

New Ulm, MN 56073

Email: sburgeson@wildlife.com

LICENSEE:

(company name)

By _____

Its _____

Address: _____

Email: _____

**Exhibit A:
DPP Requirements (attached)**

DEER PROTECTION PROGRAM REQUIREMENTS

The Responsible Hunting Scent Association's (RHSA) Deer Protection Program (DPP) is a Members only program that seeks to ensure that RHSA-member scent manufacturers and their product suppliers do everything possible to prevent the spread of chronic wasting disease in wild deer, elk and moose herds in the United States. There is no additional cost to participants of the Deer Protection Program aside from RHSA Membership. All participants have joined voluntarily and understand their significant role in protecting our wildlife resources, and each participant has agreed to take measures to meet or exceed state and federal CWD requirements and ensure that their products come from healthy deer herds.

DPP participants are in at least one of two Program Classes: **Scent Manufacturers** (those companies that bottle and sell urine-based scents) and **Urine Production Facilities** (those companies which collect urine and sell it to Scent Manufacturers). A company may serve both functions but must meet the documentation requirements of each.

Program Requirements of **Scent Manufacturers**

- Maintain Active RHSA Membership
- All urine purchased from a Urine Production Facility must meet the UPF requirements of the DPP (listed below)
- All urine based scent product must be able to prove RT-QuIC testing.

Program Requirements for **Urine Production Facilities**

- Maintain Active RHSA Membership
- Complete your annual DPP commitment form(s) - this needs to be renewed each year
- Submit a vet-signed Inspection Form annually (that includes 20% of the herd was inspected annually.)
- Submit and maintain a CWD Status Certification, Deer Keeper Registration, Fence Inspection, and a Premise ID for each location.
- Submit a Physical Herd Inspection that indicates 100% of their herd had been physically inspected every 3 years (TB certification or letter from your vet)
- Other documents can be supplied but are not required (Ex: TB status Certification and Brucellosis Certification.)
- All urine based scent product must be able to prove RT-QuIC testing.

RHSA DEER PROTECTION PROGRAM PARTICIPANT FILE CHECKLIST



The RHSA will maintain a file for each Program participant to be used for annual cross-reference of that participant and the Program requirements. All items must be submitted as they are requested, completed or renewed to maintain an up to date file. At any time a file is cross-referenced and outdated program requirements are found, you will be notified.

The RHSA membership year runs from January 1 to December 31. The DPP annual commitment period runs from April 1st to March 31st. Both will expire on December 31st if you do not renew your RHSA membership. You will receive reminders well in advance of the expiration.

A program certificate will be provided to you when you are accepted into the program and an updated certificate will be provided at each renewal. Participating DPP members with a current program certificate from RHSA may use the DPP checkmark on digital, print or packaging assets to identify as a DPP member, per the RHSA's membership terms and conditions.

Scent Manufacturer Participants

RHSA Membership and annual Dues associated with membership
Annual Program Commitment
List of current Cervid Urine Providers that you're purchasing from

Urine Production Facility Participants

RHSA Membership and annual Dues associated with membership
Annual Program Commitment
Annual Inspections Form
State CWD Certification
List of Scent Manufacturer participants you're selling to
TB/Brucecellosis Certification
OR
Other proof of 100% Herd Inspection every 3rd year

Date of Last 100% Herd Inspection: _____ Renew Date: _____

Other items received per individual participant (i.e. cervid sale contracts – test tracking)

DEER PROTECTION PROGRAM OVERVIEW



Ver. 1/6/2022

The manufacturers of urine-based scent products participating in the Responsible Hunting Scent Association's (RHSA) Deer Protection Program (the RHSA DDP Program) are taking proactive steps to limit the potential of their products contributing to the spread of Chronic Wasting Disease (CWD). Through this program, participating scent manufacturer members are committed to using urine from facilities that are taking steps in addition to those required by the APHIS Herd Certification Program to further reduce the potential of CWD being present in their deer herds. The urine-based scent manufacturers, facilitated by RHSA, have developed a program that extends substantially beyond federal requirements in order to substantially safeguard deer populations in and around these facilities. Oversight of this program will be the responsibility of RHSA with assistance from an Oversight Advisory Working Group and will be performed in accordance with Appendix A (included below).

Participating manufacturers guarantee, through their participation in the RHSA DDP Program, that the cervid urine utilized in their products comes only from facilities that are also participating in the RHSA DDP Program and that strictly comply with the following measures:

- 1) **Federally Approved CWD Program** – All cervid urine collection farms participating in the RHSA DDP Program must demonstrate that they have received herd certification and are currently in compliance with the APHIS Herd Certification Program and/or a federally approved state CWD certification program and are currently in compliance with all quarantines and/or restrictions related to that program.
- 2) **Cervid Movement** – Facilities participating in the RHSA DDP Program will be closed to the importation of live cervids (except as noted in Measure #2a) until such time as there is a federally approved live animal test for CWD. Participating facilities will ensure that, to the best of their ability, all live cervids leaving their facility are tested for CWD when they die or are slaughtered, euthanized or harvested (see Measure #3a below).
 - a) **Catastrophic Loss & Herd Replenishment** – Herd replenishment may be necessary when herds are harmed by a natural disaster (i.e., fire, or storms), health issues (i.e., EHD, Pneumonia) or other unplanned events or death losses where a significant amount of the cervids die unexpectedly. In the event a facility participating in the RHSA DDP Program needs to restock or add new cervids, these new cervids can only come from:
 - i) other facilities operating in full compliance within the RHSA DDP Program requirements,
 - ii) facilities not operating in full compliance with the RHSA DDP Program requirements that can document their compliance with;
 - (1) Measure #1 for at least the last 10 years, and
 - (2) Measure #2 regarding incoming cervids for at least the last 5 years,
 - iii) or, a combination of the above and/or other measures that are approved by the RHSA with recommendations by the advisory committee or impacted state wildlife agency.Prior to restocking any new animals, an application for the use of Catastrophic Loss Clause must be submitted and approved by the RHSA board. Documents required:
 - (1) Reason for replenishment including explanation of impacts on the facility/herd
 - (2) Past 5 years documentation of herd size and annual death losses
 - (3) History of CWD test results for all mortalities for the past 5 years

- (4) Replenishing farm documentation for the past 5 years including:
 - (a) USDA/State CWD Herd Certification
 - (b) Verification of compliance with CWD testing of all cervids 12 months and older that die
 - (c) Documentation of annual herd inventories to include live animal shipping records
 - (d) Review of perimeter fencing (with documentation) to ensure compliance with the Deer Protection Program (including double fencing if the facility is within 30 miles of a confirmed CWD positive cervid)

- 3) **Continual CWD Monitoring** – All facilities participating in the RHSA DDP Program must maintain current Federal CWD testing protocols and records (or Federally approved state CWD testing protocols) on all cervids that die or are culled 12 months old or older which designates a “low risk status” or comparable designation within the Federal/State CWD herd certification program standards that indicates no occurrence of confirmed CWD positive animals from the facility.
 - a) All cervids that are transferred or sold from a facility participating in the RHSA DDP Program must be transferred under a RHSA approved contract/sales reporting form stating that the receiving facility will, to the best of their ability, test all cervids received for CWD when they die or are slaughtered, euthanized or harvested. Such contract will also require the receiving facility to report back annually to the participating facility regarding the status of the cervid received.

 - b) The RHSA approved contract/sales reporting form for each animal transferred or sold from a facility participating in the RHSA DPP must be provided to the RHSA DPP administrator. Annually a copy of the final pathology report verifying CWD was not detected for each animal moved must also be submitted to the RHSA DPP administrator until all animals sold or transferred are accounted for.

NOTE: Measure #3a of the RHSA DDP Program is included to ensure that all cervids from facilities participating in the RHSA DDP Program are tested for CWD when they die. While it is understood that cervids can die on a facility and never be located (especially on larger facilities), it is also understood by the facility participating in the RHSA DDP Program and, by contract, the receiving facility that the specific cervids in question are to be tested if they are killed or harvested and “to the best of their ability” if they die of natural causes or otherwise and can’t be located. Therefore, the phrase “to the best of their ability” is to be used sparingly and out of necessity rather than out of convenience or for financial reasons.

- c) Facilities participating in the RHSA DDP Program must maintain records of the following information when selling or transferring live cervids:
 - i) Official identification tag numbers of all cervids sold or transferred.
 - ii) Name, address, and contact information of the receiving facility.
 - iii) Receiving facility’s ID Premises Number.
 - iv) Date the cervids were sold or transferred and the date they were moved.

- 4) **Additional Facility Inspections** - Facilities participating in the RHSA DDP Program submit to an annual inspection by an accredited veterinarian. The accredited veterinarian will be responsible for documenting (through the use of the “RHSA Scent Manufacturers Deer Protection Program Facility Inspection Form”) that the participating facility is complying with the requirements of the RHSA DDP Program. If possible and at no additional expense to the participating facility, a representative of the state veterinarian office will be invited to participate in these inspections. Among other things, this documentation will include;

- a) A check of paperwork confirming that the cervid facility is in good and current standing with all State and Federal testing programs.
 - b) A review of annually-reconciled herd inventories. This review will document that at least 20% of the animals were checked and verified that they match annual census paperwork and an overall headcount will be conducted to help verify the inventories/paperwork match.
 - c) The performance of an onsite verification of herd health.
 - d) The performance of an inspection of facility shipping records including a reconciliation of live cervid shipments and the results of their subsequent CWD tests as required in Section #3a above (once the animal is euthanized, harvested or dies).
 - e) The performance of a perimeter fence inspection to ensure that it complies with Item #7 below and that it is capable of preventing the ingress / egress of cervids.
 - f) A review and verification to ensure that the facility has all appropriate CWD certification documents and that they are current.
- 5) **Physical Herd Inspection** - Every third (3rd) year the participating facility will have all cervids over 12 months of age physically inspected for tag identification and verification and overall health of the herd. This will be conducted by an accredited veterinarian during the tuberculosis reaccreditation testing process. Participating facilities which are not in the tuberculosis accreditation program must have a comparable physical inventory status herd certificate every third (3rd) year.
- 6) **Urine Testing / Screening** – Every lot/batch of cervid collected urine used in scent products will be tested by a qualified RHSA approved laboratory for the presence of chronic wasting disease prions via the Real Time Quaking Induced Conversion (RT-QuIC) assay and determined that no prions are detected in the product prior to distribution by the manufacturer. No product containing untested urine manufactured prior to this requirement may be distributed by RHSA DPP scent manufacturers after December 31, 2021. Detailed records must be kept by the scent manufacturer including test result(s) for every lot of urine used in each lot/batch of finished product. CWD Evolution is currently the only RHSA approved laboratory to conduct this testing. Testing technology developments and/or additional qualified laboratories will be considered in the future and subject to RHSA approval.
- 7) **Advancing the Science** – Facilities participating in the RHSA DDP Program are committed to supporting the advancement of sound science related to CWD. Options for involvement include supporting research for live tests, urine tests, vaccines, supporting the CWD Alliance or other causes or research to advance knowledge and the science relating to CWD.
- a) In the case of any voluntary experimental testing at or on a participating facility, it is understood that any test results or findings from these types of experiments or testing would have to be verified/proven before any resulting actions are taken against the urine collection facility.
- 8) **Facility Management** – Facilities participating in the RHSA DDP Program within a 30-mile radius of a confirmed CWD positive cervid will maintain a minimum 8-foot double fencing around the perimeter of the facility. Facilities seeking to participate in the RHSA DDP Program which are within a 30-mile radius of a confirmed CWD positive cervid which do not yet maintain a minimum 8-foot - double fenced will be allowed a phase in period not to exceed 12 months from the date that a CWD positive cervid was confirmed within this 30-mile radius. For participating facilities that are currently not within this 30-mile radius of a confirmed CWD positive cervid, this double fencing measure is “recommended” but not required.
- 9) **Loss of Program Status** – The following will be reasons for expulsion from the Program.
- a) The occurrence of a CWD positive animal.
 - b) The loss of State or Federal certified status.
 - c) Failure to comply with these additional measures.
 - d) Failure to maintain membership in the Responsible Hunting Scent Association.

e) RHSA may reinstate an expelled Program participant if the cause or resulting impact of noncompliance does not put the integrity of the program at reasonable risk.

10) **New Participants in the RHSA DDP Program** - New facilities wishing to participate in the DPP Program must document compliance with the requirements of the RHSA DDP Program for at least a 12-month period prior to entering the RHSA DDP Program. Additionally, New Participants also are required to have maintained a closed herd for at least 5 years prior to entering the program or have acquired animals from a CWD certified facility that itself was closed for at least four years prior to receiving animals and were then held in compliance with the requirements of the RHSA DDP Program by the applicant for at least a 12-month period prior to entering the DPP Program.

Provided, however, that current DPP members in good standing may expand or subdivide an existing herd and facilities currently participating in the program and shall not be treated as a new participant as defined in this paragraph. Expansions or subdivision of a DPP member in good standing, however, must maintain and adhere to all DPP program requirements, including herd closure requirements, governing the parent DPP member.

11) **Program Review** - Because of both known and unknown potential for expenses, hardships and consequences, the participating scent manufacturers, urine collection facilities, partner groups (retailers and state wildlife agencies) and the Oversight Advisory Working Group will review these requirements annually.

Appendix A below

RHSA Deer Protection Program

Appendix A

Implementation & Oversight Plan

Implementation of the RHSA Deer Protection Program includes the official approval of Program Participants; outreach and assistance for RHSA Members; and outreach to Hunting Scent Retailers and Consumers.

Program Participant Approval:

Program Participant approval will be made annually based on either initial program application or upon annual request for continued participation. Initial approval will occur during the first year following application to the program. After initial approval, approvals will be made annually following a request for continued participation and after inspection and approval of annual requirements.

Initial Program Application

Program Participant approval for urine providers will be based on existing documentation and RHSA staff inspections (or an inspection by an approved alternate – see #10 below). The existing documentation required for approval will include:

- 1) Written documentation from the facility owner that the facility intends to contract with a veterinarian who is accredited in their state to perform an inspection of the facility sufficient to complete RHSA Deer Protection Program Annual Inspection Report (attached).
- 2) CWD Certification documents sufficient to show that the facility is in compliance with the APHIS Herd Certification Program and/or a federally approved state CWD certification program and that the facility is currently in compliance with all quarantines and/or restrictions related to that program.
- 3) Written documentation from the facility owner acknowledging that the facility is closed to the importation of live cervids (unless the facility has suffered a catastrophic herd loss).
- 4) If the facility has suffered a catastrophic loss since January 1, 2015, or has imported live cervids since January 1, 2015, documentation of RHSA approved application for the imported cervids.
- 5) Documentation that the facility is complying with Federal CWD testing protocols on all cervids that die or are culled which are 12 months old or older.
- 6) If the facility has exported live cervids, documentation of where the animal was transferred to.
- 7) Written acknowledgement from the facility owner that any future live cervid transferred from the facility will include an obligation (as a part of the sales/transfer contract) that the receiving facility (to the best of their ability) will test transferred animal for CWD when that animal dies, or is slaughtered, euthanized or harvested.
- 8) Documentation of annual herd inventories and any live animal shipping records.
- 9) Review of perimeter fencing (with documentation) to ensure compliance with the RHSA Deer Protection Program (including double fencing if the facility is within 30 miles of a confirmed CWD positive cervid).
- 10) An “alternate” for documentation inspection or on sight inspection by an RHSA staff might include a similar inspection by a scent manufacturer who is a Participant in the RHSA Deer Protection Program that operates independently from the urine provider being inspected or other designated proxy.

Program Participant approval for scent manufacturers which are not urine providers will be based on existing documentation and RHSA staff inspections. The existing documentation required for approval will include:

- 1) Written acknowledgement from the manufacturer that the cervid urine used for their products comes only from urine production facilities participating in the RHSA Deer Protection Program.

- 2) Written acknowledgement from the manufacturer that they will maintain a file on their urine providers which includes the documentation required for those facilities to maintain their Participant status in the RHSA Deer Protection Program.
- 3) Written acknowledgement from the manufacturer that they will allow RHSA staff to review their documentation at a level sufficient to ensure compliance with the RHSA Deer Protection Program.
- 4) Written disclosure of, if any, or acknowledgement that the manufacturer does not own operate or have a family or similarly close relationship with owners or operators of a cervid facility.
- 5) If Participant owns, operates, or has any similarly close relationship with any live cervid facility, approval of scent manufacture participation requires that facility must either be an approved program participant under collection facility program requirements, or submit an annual signed inspection report from a state accredited veterinarian verifying that said facility does not, and is not set up for, any cervid urine collection.

Program Participation Annual Renewal

Participant approval for urine providers after initial acceptance into the Deer Protection Program, will be based on maintaining all required documentation and current RHSA membership including annual inspections performed by a veterinarian who is accredited in the state where the facility is located sufficient to complete RHSA Deer Protection Program Annual Inspection Report. A copy of the completed Annual Inspection Report (including copies of CWD certification documents) must be provided and approved by the RHSA.

Participant approval for scent manufacturers after initial acceptance into the Deer Protection Program, will require that the manufacturer ensure that their cervid urine providers are current participants in the RHSA Deer Protection Program. The scent manufacturer will maintain a file on their urine providers which include the annual RHSA/DPP certificate for those facilities to maintain their current Participant status in the RHSA Deer Protection Program. Annually, the scent manufacture will provide the RHSA the following:

- 1) Written acknowledgement from the manufacturer that the cervid urine used for their products comes only from urine production facilities participating in the RHSA Deer Protection Program.
- 2) Written acknowledgement from the manufacturer that they are maintaining a file on their urine providers which include the annual RHSA/DPP certificate for those facilities to maintain their current Participant status in the RHSA Deer Protection Program.
- 3) Written acknowledgement from the manufacturer that they will allow RHSA staff to review their documentation at a level sufficient to ensure compliance with the RHSA Deer Protection Program.
- 4) Written disclosure of, if any, or acknowledgement that the manufacturer does not own operate or have a family or similarly close relationship with owners or operators of a cervid facility.
- 5) If Participant owns, operates, or has any similarly close relationship with any live cervid facility, approval of scent manufacture participation requires that facility must either be an approved program participant under collection facility program requirements, or submit an annual signed inspection report from a state accredited veterinarian verifying that said facility does not, and is not set up for, any cervid urine collection.

Program Oversight

The RHSA will maintain documentation for each approved Participant in the RHSA Deer Protection Program. The RHSA will maintain an Oversight Advisory Working Group with representation from state wildlife agencies and other hunting industry leaders to ensure transparency regarding program implementation and Program Participant approval. The RHSA will work with Program Participants to ensure that appropriate levels of confidentiality are maintained.

2021 Early Phase In for Archery Trade Association Deer Protection Program (ATA DPP) participants into the Responsible Hunting Scent Association Deer Protection Program (RHSA DPP)

During 2021 the administration and management of the Deer Protection Program is being transitioned from the Archery Trade Association to the Responsible Hunting Scent Association. During the transition and until the 2021 Annual RHSA DPP Renewal on April 1st, 2021; qualified RHSA members can temporarily be recognized RHSA DPP participants upon demonstrating they are meeting all requirements of both the ATA DPP and the RHSA DPP, by providing verification of current ATA DPP approval(s) valid until March 31st 2021, having a current RHSA membership, and by being approved by the RHSA. Additional documentation may be required by the RHSA to ensure all requirements of the RHSA DPP are being met. Upon the RHSA DPP annual renewal on April 1st 2021 and at all future RHSA DPP annual renewals, approval will be based on meeting the most current requirements of the RHSA DPP and approval by the RHSA.

The Responsible Hunting Scent Association and the Archery Trade Association are independently operating associations and any approvals or certifications from either association are with that respective association and not part of or with the other.

For information about the RHSA Deer Protection Program contact:

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