



License Agreement for the FSC Certification Scheme

Between

- (1) FSC Global Development GmbH, Charles-de-Gaulle Strasse 5, 53113 Bonn, Germany represented by the Managing Director, Mr. Zoltan Paksy,

-hereinafter 'FSC GD'-

And

- (2) _____

(PLEASE FILL IN NAME & CORPORATE FORM, ADDRESS & DULY AUTHORIZED REPRESENTATIVE IN CAPITAL LETTERS)

-hereinafter 'Licensee' -

Preamble

Whereas, the Forest Stewardship Council A.C. (hereinafter '**FSC AC**'), with its registered office in Calle Margarita Maza de Juárez # 422, Col. Centro, 68000 Oaxaca, Oaxaca, México is an international Not for Profit membership organization established to promote responsible management of the world's forests.

Whereas, the FSC GD is a wholly owned German subsidiary with limited liabilities of FSC AC. FSC GD is operating the FSC Licensing Program which includes the licensing of the FSC Trademarks;

Whereas, the Licensee is a legal entity eligible for FSC Certification. The Licensee commits to promote the environmentally appropriate, socially beneficial and economically viable management of the world's forests and to dissociate and abstain from unacceptable forest practices and the violation of the principles and criteria of the FSC Certification Scheme.

Whereas, this Agreement refers to the service/certification agreement (hereinafter '**Certification Agreement**') entered into by the Licensee and an FSC accredited Certification Body (hereinafter '**CAB**'). FSC GD is willing to grant a non-exclusive license, subject to limitations set forth later herein to the Licensee to use the Licensed Materials in conjunction with its activities as an applicant for FSC Certification and/or as a holder of FSC Certification.

Now hereby is agreed:

1 Definitions & Interpretations

- 1.1 '**Agreement**' means this agreement, Annex 1 and the Certification Requirements as may be varied from time to time in accordance with the provisions of this Agreement in its most recent version;

- 1.2. **'Certification Requirements'** contain the following requirements:
- 1.2.1 **'FSC Certification Requirements'** means documents (e.g. certification policies, standards, guidance documents, advice notes and any other documentation) in relation to the FSC Certification System as developed by the FSC Policies and Standard Program required for operating the FSC Certification System in its most recent version;
- 1.2.2 **'FSC Institutional Documents'** means governance documents (e.g. statutes, by-laws, FSC dispute resolution system and any other documentation) in relation to the FSC Certification Scheme, required for operating the FSC Certification System in its most recent version;
- 1.2.3 **'ISO Requirements'** means documents developed by the International Organization for Standardization (e.g. ISO standards, guidelines and any other documentation) referred to in the FSC Certification Requirements in its most recent version.
- 1.3 **'Effective Date'** means the date when a decision or an agreement comes into force;
- 1.4 **'FSC accredited Certification Body'** means a CAB which is appointed by the FSC AC to undertake FSC certification audits of applicants for the FSC Certification Scheme and the surveillance of certified Forest Management Enterprises and Forest Product Enterprises against the Certification Requirements;
- 1.5 **'FSC Certification Scheme'** is developed by FSC AC to enable independent third-party certification of environmentally responsible, socially beneficial and economically viable forest management as a market mechanism allowing producers and consumers to identify and purchase timber and non-timber forest products from well-managed forests. The FSC Certification Scheme contains the following programs:
- 1.5.1 **'FSC Certification System'** includes activities with regards to the evaluation and certification of Forest Management Enterprises and Forest Product Enterprises against the Certification Requirements;
- 1.5.2 **'FSC Policy and Standards Program'** includes activities with regards to the development of normative and non-normative documents (e.g. Policies, Standards, Advice Notes) required to operate the FSC Certification Scheme;
- 1.6 **'FSC Database'** is a computer based system containing data about the FSC Certification Scheme maintained by FSC AC (e.g. Certificate Holders, FSC Licensees, etc.), accessible at www.info.fsc.org;
- 1.7 **'Licensed Material'** stands for the FSC Trademarks which are licensed under the Agreement and as set out in Appendix 1
- 1.8 **'Third Parties'** refers to parties (i.e. persons, organizations, corporations or groups of persons) which are not party to this Agreement;
- 1.9 In the event and to the extent only of any conflict between the sections in this agreement and its Annexes and the Certification Requirements, the Certification Requirements shall prevail.

2 FSC Trademark Services

- 2.1 The parties acknowledge that the CAB administers this license relationship on behalf of FSC GD, and shall be the contact person and provides the following services:
- 2.1.1 Label and logo approvals according to the Certification Requirements;
- 2.1.2 support with regard to the use of the Licensed Material and to provide access to the Licensed Material by the Label Generator (www.info.fsc.org).

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Statuses of the Licensee

- 3.1 The Licensee can hold different statuses at the FSC Certification System during the term of this Agreement as follows:
 - 3.1.1 status as an applicant for FSC Certification or holding a suspended and/or expired FSC Certification;
 - 3.1.2 status as holder of FSC Certification which is neither expired nor suspended.
- 3.2 The status of the Licensee according to Section 3.1 depends on independent certification decisions of the CAB which are published in the FSC Database.

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License to use the Licensed Materials

- 4.1 FSC GD grants to the Licensee a royalty free, revocable, non-exclusive and non-transferable license to use the Licensed Material for on-product labeling on certified products and for promotional use worldwide in accordance with the Certification Requirements.
- 4.2 The license shall be suspended ipso facto if the Licensee holds a status according to Section 3.1.1 and the license shall come ipso facto into effect at the moment the Licensee holds the status according to Section 3.1.2.
- 4.3 FSC AC and FSC GD retain the right to use and/ or sublicense the granted rights in any whatsoever form.
- 4.4 In order to avoid any market confusion, while being suspended according to Section 4.2, the Licensee shall neither be authorized to use the Licensed Material in any whatsoever form including the labeling of products or promotional activities, nor be authorized to reference to the FSC Certification Scheme on websites, catalogues, leaflets, products, etc. as it would be a breach of this Agreement.
- 4.5 FSC GD warrants to the Licensee that FSC AC is the owner of the trademarks as set out in Appendix 1 and that it is entitled by FSC AC to grant to the Licensee the rights and licenses hereby granted or agreed to be granted.

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Incorporation of Certification Requirements

- 5.1 The Certification Requirements are deemed to be an integral part of the Agreement in its most recent version and FSC GD will provide the Certification Requirements always in its most recent version by publishing them on www.fsc.org where the Licensee shall be responsible to obtain them.
- 5.2 The parties agree that the FSC Policy and Standards Program reserves the right to modify the Certification Requirements in accordance with its established procedures for such modification at its own discretion.

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Principal Obligations of the Licensee

- 6.1 The Licensee shall use the granted rights in good faith and in accordance with the terms and provisions of this Agreement and shall act in accordance with all reasonable instructions of FSC GD and the CAB.
- 6.2 The Licensee shall obtain the prior approval for any and all trademark use by the CAB in accordance with the Certification Requirements.

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Quality & Maintenance of the Licensed Materials

- 7.1 The parties agree that FSC GD and the CAB shall have the right to request specimens or details of products, promotional material or services to be sold or provided under the Licensed Materials to evaluate compliance with this Agreement and to demonstrate the use of the Licensed Materials to maintain the registration of the Licensed Material. (e.g. specimens, samples of promotional material).
- 7.2 FSC GD warrants and represent that FSC AC uses all reasonable endeavors to maintain the intellectual property rights of the Licensed Material. The registration of the Licensed Material as trademarks remains on the absolute discretion of FSC AC.
- 7.3 During the terms of this Agreement and thereafter, the Licensee agrees not to adopt, use, permit the use of, register or attempt to register as a trademark, trade name, domain name or corporate name or as part thereof any of the Licensed Materials, or any term or translation having the same meaning as any of the foregoing or any words, symbol or picture or combination thereof which is confusingly similar to any of the foregoing.

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Infringements

- 8.1 In the event that the Licensee learns of a potential infringement of the Licensed Materials or that they are otherwise threatened or opposed by a third party, the Licensee shall notify the CAB or FSC GD.

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Transparency & Data Protection

- 9.1 The Licensee authorizes FSC GD to publish the company name and address of the licensee, the assigned license number and the status of the licensee according to Section 3 & 4 at the FSC Database to ensure full transparency, and hence the credibility of the FSC Certification Scheme.

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Limitation of Liabilities & Indemnity

- 10.1 Each party and its subsidiaries or subcontractors shall only be liable by the Agreement or in tort for death, personal injuries, property damages and financial losses arising out of acts or omissions of its directors, officers, employees or subcontracting parties' which are caused by intent or gross negligence.
- 10.2 The Licensee agrees to indemnify and hold harmless FSC AC, its subsidiaries and its employees for any financial losses, claims, property damage, personal injuries and expenses, including attorney fees, made against or incurred by Third Parties arising out of activities performed by the Licensee, its employees or of its subcontractors hereunder, or arising out of any act or omission of the Licensee, its employees or of its subcontractors or arising out of any product liability.

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Suspension of the License

- 11.1 FSC GD may suspend the granted rights as set out in Section 4, if the Licensee fails to demonstrate compliance with this Agreement.
- 11.2 In the event of suspension, the Licensee immediately shall cease to make any use of the Licensed Material and sell products as FSC certified, and acknowledges that the CAB is obligated to verify the Licensee's compliance with this provision. If a physical inspection is necessary in such connection, the Licensee is responsible for the expense of any physical inspections

12 Term & Termination of the Agreement

- 12.1 Starting with the Effective Date this Agreement has an unlimited duration.
- 12.2 This Agreement may be terminated by either party by giving due notice three (3) months in advance of the date of termination.
- 12.3 This Agreement is terminated ipso facto (two) 2 years after the expiry of a valid FSC Certification if the Licensee has not applied for its renewal.
- 12.4 FSC GD may terminate this Agreement for important reasons with immediate effect by providing written notice. An important reason may especially be assumed if the Licensee:
- 12.4. fails to demonstrate compliance with the requirements by the date(s) specified or within a maximum period of 12 months of the Effective Date of a suspension decision in accordance with Section 11;
- 12.4. intentionally or through negligence discredit or damage the reputation of FSC AC or its subsidiaries or of Associated Organizations.
- 12.5 The Licensee may terminate the Agreement with immediate effect for important reason if FSC GD suspends the granted rights according to Section 11.

13 Assignment & Subcontracting

- 13.1 The parties agree that FSC GD shall be authorized to assign the Agreement to FSC AC or to a wholly owned subsidiary.

14 Jurisdiction, Law & Venue

- 14.1 Any disputes arising in relation to this Agreement or its validity, shall be finally settled according to the Arbitration Rules and the Supplementary Rules for Expedited Proceedings of the German Institution of Arbitration e.V. (www.dis-arb.de) without recourse to the ordinary courts of law.

The place of arbitration shall be Cologne, Germany. The arbitration tribunal shall consist of one arbitrator. The substantive law of Germany shall be applicable to the dispute. The language of the arbitration proceedings shall be English.

- 14.2 The parties expressly agree that in any case where decisions of the arbitration court according to Section 14.1 cannot be enforced due to the lack of reciprocity then as a subsidiary jurisdiction, that of the Licensee's residence is agreed on. In such case the court having jurisdiction can decide on the applicable law.

15 Miscellaneous

- 15.1 This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, unless any representation or warranty made about this Agreement was made fraudulently, and save as may be expressly referred to or referenced herein, it supersedes all prior agreements, representations, writings, negotiations or understandings with respect hereto. Amendments, alterations and/or riders to this contract, also changes to this subsection, must be confirmed in writing in order to be legally valid. The burden of proof shall be born by the party refereeing to an oral agreement superseding the Agreement.
- 15.2 The failure by either party, at any time, to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement.

15.3 Should a provision of this Agreement be invalid or become invalid or should this Agreement contain an omission, then the legal effect of the other provisions shall not thereby be affected. Instead of the invalid provision a valid provision is deemed to have been agreed upon which comes closest to what the parties intended commercially. The same applies in the case of an omission.

16 **Signature Page**

16.1 The Licensee accepts with the signature below the terms and conditions of this Agreement. This Agreement shall not be counter-signed by FSC GD but comes into effect at the moment the CAB publishes the license on behalf of FSC GD in the FSC Database on www.info.fsc.org. The publication date shall be the Effective Date. The Licensee abstains from receiving a confirmation of the validity of this Agreement by FSC GD.

City, date

for the Licensee

Appendix 1: Licensed Materials

1 FSC AC's Trademarks

1.1 Tick Logo + FSC



1.2 'FSC'®

1.3 'Forest Stewardship Council'®