



License Agreement for the FSC Certification Scheme

Between

- (1) FSC Global Development GmbH, Charles-de-Gaulle Str. 5, 53113 Bonn, Germany,
represented by the Managing Director, Mr. Kim Bering Becker Carstensen,

-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, FSC GD is a German company with limited liabilities wholly owned by FSC AC and constituted according to German Law: Bonn HRB 15990. FSC GD is operating the FSC Licensing Program which includes the licensing of the FSC Trademarks.

Whereas, the FSC International Center GmbH, with registered office in Charles-de-Gaulle Str. 5, 53113 Bonn, Germany, is a German not-for-profit company with limited liability wholly owned by FSC AC and constituted according to German Law: Bonn HRB 12589.

Whereas, the ASI - Accreditation Services International GmbH, with registered office in Friedrich-Ebert-Allee 69, 53113 Bonn, Germany, is a German company with limited liability wholly owned by FSC AC and constituted according to German Law: Bonn HRB 13790.

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 to the Licensee, subject to limitations set forth later herein, 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:

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FSC Trademark Services

The parties acknowledge that the CAB administers this license relationship on behalf of FSC GD and shall be the first contact person. The CAB provides the following services:

- 1.1 label and logo approvals according to the Certification Requirements;
- 1.2 support with regard to the use of the Licensed Materials and access to the Licensed Materials through the Label Generator (www.info.fsc.org).

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Statuses of the Licensee

- 2.1 The Licensee can hold different statuses within the FSC Certification System during the term of this Agreement as follows:
 - 2.1.1 status as an applicant for FSC certification or holder of a suspended and/or expired FSC certificate;
 - 2.1.2 status as holder of a valid FSC certificate which is neither expired nor suspended.
- 2.2 The status of the Licensee according to Section 3.1 depends on independent certification decisions by the CAB which are published in the FSC Database.

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License to use the Licensed Materials

- 3.1 FSC GD grants to the Licensee a royalty free, revocable, non-exclusive and non-transferable license to use the Licensed Materials for on-product labeling on certified products and for promotional use worldwide in accordance with the Certification Requirements.
- 3.2 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 a status according to Section 3.1.2.
- 3.3 FSC AC and FSC GD retain the right to use and/or sublicense the granted rights in any form whatsoever.
- 3.4 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 Materials in any form whatsoever including the labeling of products or promotional activities, nor be authorized to make reference to the FSC Certification Scheme on websites, catalogues, leaflets, products, etc. as it would be a breach of this Agreement.
- 3.5 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 granted hereby or agreed to be granted.

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Incorporation of Certification Requirements

- 4.1 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.ic.fsc.org where the Licensee shall be responsible to obtain them.
- 4.2 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.

5 Processing of personal data – direct marketing

- 5.1 FSC GD processes personal data of the Licensee collected when applying for the FSC certificate and further data occurring during the contractual relationship with FSC GD as far as it is necessary to fulfill contractual obligations.
- 5.2 The Licensee agrees that FSC GD may publish all relevant details concerning the Licensee's FSC certificate on FSC's websites and in a publicly available database (FSC Database). This covers general data (i.e. company name, main addresses, contact data, certificate and trademark related data) as well as Licensee's product data and reports. This data is published for transparency reasons and in order to demonstrate a valid certification.
- 5.3 The Licensee agrees that FSC GD may transfer the name, address and further contact details (telephone number, e-mail address) as well as further details with regard to Licensee's certificate to the FSC Network for improving the FSC Certification Scheme and to assist FSC AC's mission to promote responsible management of the world's forest. The Licensee agrees that this transfer may take place to companies/subsidiaries located outside the European Union.
- 5.4 The Licensee agrees that FSC GD as well as the FSC Network mentioned in Section 9.3 may process and use the name and address as well as e-mail address and telephone number for direct marketing purposes, i.e. to promote the FSC Certification Scheme and FSC AC's mission to promote responsible management of the world's forests. The Licensee may object to this use of the contact data at any time by sending an e-mail to privacy@fsc.org.

6 Policy of Association

The Licensee declares that he/she/it has read, understood and accepted the Policy for the Association of Organizations with FSC – FSC-POL-01-004 as published under www.fsc.org in its recent version. The self-declaration is attached as Appendix 2 and forms a binding part of this Agreement.

7 Suspension of the License

- 7.1 FSC GD may suspend the granted rights as set out in Section 4 above, if the Licensee fails to demonstrate compliance with this Agreement.
- 7.2 In the event of suspension, the Licensee shall immediately cease to make any use of the Licensed Materials and sell products as FSC certified. Licensee acknowledges that the CAB is obligated to verify the Licensee's compliance with this provision. Licensee shall be responsible for covering all expenses resulting from any physical inspection, subject to such inspection being necessary to fulfil the aforementioned obligation.

8 Term & Termination of the Agreement

- 8.1 Starting with the Effective Date this Agreement has an unlimited duration.
- 8.2 This Agreement may be terminated by either party by giving due notice three (3) months in advance of the date of termination.
- 8.3 This Agreement shall be terminated ipso facto (two) 2 years after the expiry of a valid FSC certificate provided that the Licensee has not applied for its renewal.
- 8.4 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:
 - 8.4.1 fails to demonstrate compliance with the requirements by the date(s) specified or within a maximum period of twelve (12) months from the date on which a suspension decision in accordance with Section 12 came into force;

- 8.4.2 intentionally or through negligence discredit or damage the reputation of FSC AC or one of its subsidiaries or of associated organizations;
- 8.4.3 violates one or more elements of the Policy for the Association of Organizations with FSC (FSC-POL-01-004 as published under www.ic.fsc.org in its recent version).
- 8.5 The Licensee may terminate this Agreement with immediate effect for important reason by providing written notice. An important reason may especially be assumed, if FSC GD suspends the granted rights according to Section 12.

9 Signature Page

The Licensee herewith accepts 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.

Place, date

For the Licensee

(Name of legal representative in CAPITALS)

Appendix 1: Licensed Materials

1 FSC AC's Trademarks

1.1 Checkmark-and-tree logo



1.2 'FSC'®

1.3 'Forest Stewardship Council'®