



LICENCE AGREEMENT FOR THE USE OF THE EKOENERGY LABEL

Version for suppliers of Energy Attribute Certificates
Contact info@ekoenergy.org for more information

INTRODUCTION

EKOenergy is a ecolabel for energy. It is managed by the EKOenergy network.

The EKOenergy label results from an international consultation process, works internationally and is widely recognized.

In the case of unbundled purchases (the purchase of physical electricity from one supplier, tracking certificates from another), the EKOenergy product takes shape at the place of consumption, i.e. the place where the physical electricity is bundled with the Energy Attribute Certificates. However it is more efficient to give a crucial role to sellers of Energy Attribute Certificates in the implementation and auditing EKOenergy's requirements. They have direct access to all information, they know how to fulfill all criteria and they can combine data, allowing economies of scale.

The purpose of this Licence Agreement is to grant the right to use the EKOenergy name and logo to providers of Energy Tracking Certificates, and to specify the rights and obligations of the Licensor and the Licensee.

See also www.ekoenergy.org

I PARTIES TO THIS AGREEMENT

The licensor:

As long as the network has no legal entity, the contracts are signed by the Finnish Association for Nature Conservation (Suomen luonnonsuojeluliitto r.y. in Finnish), Business Identity Code 0116956-1, Itälahdenkatu 22 b A, 00210 Helsinki, which is the legal owner of the EKOenergy label. In this Agreement, the word “Licensor” refers to the Finnish Association for Nature Conservation.

This agreement does not create any right or duties between the Licensee and members of the EKOenergy network (other than the Finnish Association for Nature Conservation mentioned hereafter).

All rights and duties of the Licensor will automatically be transferred to the EKOenergy Organization, as soon as this organization will be created. See chapter XX (20).

And

The Licensee:

The company detailed in Appendix 3

Hereafter the words “Party” or “Parties” refer to the Licensor and or the Licensee.

II LANGUAGE

The working language of the international EKOenergy network is English, but the Secretariat will do everything possible to help as many stakeholders as possible in their own language. This Licence Agreement will be available in other languages. In the case of discrepancies between the language versions, the English version prevails.

III INTERPRETATION OF THE AGREEMENT

1. The Licence Agreement and its Appendices are interpreted as a whole. Titles and section numbers are only used to structure the text, and no conclusions should be drawn regarding their interpretation and meaning.
2. Omission by the Party to separately demand its rights arising from this Agreement is not to be interpreted by the other Party as indicating that the Party is waiving those rights.

IV RIGHTS RESULTING FROM THIS AGREEMENT

1. The EKOenergy label is a trademark registered by the Licensor. By means of this Licence Agreement, the Licensee gets a parallel and limited right of use as detailed in this Agreement: a right to use this label in the marketing of the Licensee’s products and in other corporate communication for the period of validity of the Agreement.
2. By signing this Licence Agreement, the Licensee accepts that the Licensor is the sole proprietor of the EKOenergy label trademark, and that it can only be used according to the terms of this Agreement.
3. In its operations, each Party undertakes to comply with all applicable legislation, especially environmental laws and regulations.
4. The right of use of the EKOenergy label granted to the Licensee with this Licence Agreement is parallel to the Licensor’s right of use. The Licensor has the right to use the object of the License, and to assign other rights of use to it.
5. The Licensee does not have a right to transfer its right of use specified in this Licence

Agreement to any third party without prior written consent obtained from the Licensor. However, if the Licensee is merged into another company, the Licensee's rights and obligations under this Agreement are assigned to such company.

6 The Licensee hereby accepts that the Licensor maintains a register containing the contact details of the Licensees and the names of former Licensees (i.e. companies whose right of use has ended), and that the Licensor may publish the names of the Licensees and the former Licensees.

V THE LABELED PRODUCT

1. The use of the label by the Licensee is limited to the promotion and sale of energy tracking certificates that are needed to claim the consumption of EKOenergy. The criteria are set by the Board of the EKOenergy Network. The criteria in force at the moment of signing of this Licence Agreement is attached in Appendix 1 and Appendix 2.

2. The text 'EKOenergy - Network and label' can be reviewed by the EKOenergy Board. All reviews will follow the guidelines set by the ISEAL Code of Good Practice for Setting Social and Environmental Standards. This means that Licensees, as well as all other stakeholders, will be actively informed and involved.

3. Licensees must be informed about changes in the text 'EKOenergy - Network and label', in writing and at least 12 months prior to the entry into force of new requirements listed in this text.

VI FEES AND CONTRIBUTIONS

The use of the EKOenergy logo does not lead to any other fees and contributions than those set by the text 'EKOenergy - Network and Label'. See Appendix 1 for the details.
The mentioned prices are prices without Value Added Tax (VAT).

All these payments are based on the volumes of EKOenergy sold, and the Licensor warrants that the rates are the same for all Licensees.

Payments have to be done to the Finnish Association of Nature Conservation, no later than March 30th (for sales of the previous calendar year). If the payment happens later than that date, an interest of 10% (on annual basis) will be charged.

VII OBLIGATIONS OF THE LICENSEE

1. The Licensee undertakes to comply with current legislation and other official regulations in its day-to-day operations.

2. The Licensee ensures that, for all sales to end-consumers willing to consume EKOenergy, all requirements listed in EKOenergy's criteria texts for electricity (Appendix 1) and renewable gas (Appendix 2)

This includes:

- The criteria with regard to consumer information (chapter 6 of the text 'EKOenergy - Network and label')
- The EKOenergy sustainability criteria (chapter 8) and the rules about the contribution to the Climate Fund (chapter 9)
- The requirement to cancel/redeem Energy Tracking Certificates in accordance with the sales to the end-consumers of EKOenergy. (chapter 10)
- The rules about auditing and verification (chapter 11)

3. In all EKOenergy sales and marketing material and activities, the Licensee must ensure:

- that the product is marketed in accordance with the conditions of the Licence Agreement and the Text 'EKOenergy - Network and label' (Appendix 1)
- that EKOenergy-related sales and marketing material or associated activities do not create the impression that the label covers products that fall outside the Licensee's Licence Agreement,
- that its operations, sales and marketing do not contravene the law, and
- that there is no confusing similarity between the EKOenergy label and other expressions, symbols or marks used by the same supplier to convey environmental characteristics.

4. The Licensee makes sure that purchasers who are the end-users of the energy, will be informed about how these certificates can be used to sell EKOenergy. Nobody has the right to sell EKOenergy unless this right is granted to him by an EKOenergy Licence Agreement. .

5. The Licensee will use the EKOenergy logo and name in accordance with the brand book, which is added in Annex 4.

6. The Licensee can not sell EKOenergy labeled electricity produced by installations using bioenergy if these installations are not listed in Appendix 3 of this agreement.

VIII AUDITING AND VERIFICATION

1. EKOenergy audits have to be performed by a statutory auditor as defined in *Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts*.

For non-EEA countries, the audit has to be performed by an auditor complying with all the requirements of International Standards on Auditing and accepted beforehand by the EKOenergy Board.

2. The audit will verify the elements listed in chapter 11 of the text 'EKOenergy - Network and label' (appendix 1). It will be based on a checklist provided by the EKOenergy Secretariat and must be submitted to the EKOenergy Secretariat, annually, and no later than June 30th (for sales of the previous calendar year).

This is binding, even if the contractual relationship between the Licensor and the Licensee has ended earlier.

3. If auditor finds mistakes or discrepancies, these must be repaired as soon as possible. Serious shortcomings and repeated shortcomings can lead to the end of the Licence Agreement as stipulated under chapter XI.

In case Energy Tracking Certificates have been cancelled/redeemed that do not qualify for EKOenergy, the Licensee will have to cancel the due or missing amount of qualifying Energy Tracking Certificates within 14 days after the discovery of the shortcoming.

4. If requested, Licensees must also deliver to the Licensor copies of marketing material in which the EKOenergy label has been used.

5. For each licensee operating within the scope of the EKOenergy label scheme, the Licensor as well as the EKOenergy Secretariat has the right to publish the names of the Licensees, the names of energy-production facilities and Products and the fuel mixes of the Products. The Licensor can also publish data of the combined volumes of all sales of EKOenergy labeled electricity per country and per source.

IX FULFILMENT OF OBLIGATIONS BY OTHER EKOENERGY LICENSEES

The Licensee is entitled to outsource one or more of the obligations to an other Licensee.

In such case, the obligations with regard to auditing and verification, shift to the contracted Licensee, if and to the extent that:

- 1) the EKOenergy Secretariat has been properly informed about such an agreement
- 2) the EKOenergy Secretariat confirms by e-mail or in any other written form that it knows about it and that the division of tasks between the Licensees is clear.

If the contracted Licensee loses his rights as a Licensee, the outsourced obligations and all auditing and verification tasks automatically and immediately return to the original Licensee.

X AGREEMENT PERIOD AND VALIDITY

This Licence Agreement comes in force immediately after it has been signed by the Parties

Stipulations concerning contributions, confidentiality and compensation for damage remain in force after the expiry of this Licence Agreement. In as far as relevant.

The prohibition of use of this label stipulated in Section XV of this Licence Agreement is applicable to the Licensee after the expiry of the contractual period.

XI TERMINATION FOR CONVENIENCE

The Licence Agreement may be terminated with a six months period of notice if it is terminated by the Licensee, or two years period of notice, if it is terminated by the Licensor. Termination happens by giving notice in writing to the other Party. The notice period begins on the first day of the month following the month in which the notice was received.

After the termination of the Licence Agreement, the Licensee has a duty to inform its customers of the termination within three months from the expiry of the Licence Agreement on the Licensee's Internet pages. Information concerning the cancellation must be sent to customers with their

invoices issued first after such expiry.

Sales-based contributions must be paid as long as EKOenergy is being sold (period depending on the contractual relations between the Licensee and his customers).

XII TERMINATION WITH IMMEDIATE EFFECT

1. The Party has the right to terminate this Licence Agreement with immediate effect:
 - a) on the basis of a material breach of contract by the other Party or by any party for whose actions under this Agreement the other Party is responsible. Action, by which the other Party has committed a significant breach of the Terms of Agreement and having failed to remedy its action within 14 days of receipt of the Party's written notice of the breach, is considered a material breach of contract.
 - b) due to the other Party's bankruptcy, liquidation, arrangement of debts or due to the other Party's insolvency; and
 - c) should the Parties' performance of the obligations under the Licence Agreement be prevented for a period of more than 60 calendar days due to circumstances provided for in Section XIII 2.6.
2. Notice of termination by the Party must be given in writing and becomes effective when received by the other Party.
3. Upon termination of this Licence Agreement by the Licensor in accordance with Sections XII 1. a), b) or c), all License fees paid remain the property of the Licensor. The Licensee is also liable for any possible outstanding sales-based or turnover-based fees for the calendar year in question.

XIII INDEMNIFICATION AND LIMITATION OF LIABILITY

1. INDEMNIFICATION

1.1 The Licensee will indemnify and hold harmless the Licensor from any and all claims, losses, liabilities, damages and costs which result from any claim or allegation arising from Licensee's use of the EKOenergy label.

2. LIMITATION OF LIABILITY

2.1 A Party can only be held liable for consequential damages arising from gross negligence or intentional conduct.

2.2 A Party is not responsible to the other Party for errors or omissions which have no significance to the other Party, or which cause the other Party only minor detriment.

2.3 In no circumstances is the Party responsible for errors resulting from the other Party providing incorrect information.

2.4 In no circumstances can the Licensor be held responsible for products produced, marketed or

sold under this Licence Agreement by the Licensee, his subcontractors or his wholesalers.

2.5 The Party's liability for any damage per occurrence is limited to the total of contributions paid by the Licensee to the Licensor in the calendar year before the occurrence.

2.6 If the Parties are unable to carry out their responsibilities described in the Terms of Agreement due to circumstances unforeseen and beyond the control of the Parties (*force majeure*), such circumstances form grounds for allowing deviation from the liability for damages. .

2.7 If a Party to this Licence Agreement appeals to *force majeure* as described in Section XIII 2.6, the said Party must immediately give notice in writing to the other Party of such a situation, and similarly give notice when conditions have returned to normal.

XIV CONFIDENTIALITY

Each Party is responsible for ensuring that confidential information belonging to the other Party is not revealed to a third party, used for the other Party's own benefit or the benefit of others, or used to the detriment of another.

All information relating to this Licence Agreement, to Parties or to their respective business activities being not in the public domain is considered confidential information. However, the Licensor as well as the EKOenergy Secretariat has the right to publish the names of the Licensees, the names of energy-production facilities, the names of the products and the fuel mixes of the products. The Licensor can also publish data of the combined volumes of all sales of EKOenergy labeled electricity per country and per source.

The confidentiality obligation does not apply to situations where a Party is obliged to provide information to public authorities or similar pursuant to legislation, decree or other administrative order.

XV PROHIBITION OF USE AFTER THE TERMINATION OF THE CONTRACT

1. After the termination of this Licence Agreement, the Licensee has no right to use the EKOenergy label without prior written consent obtained from the Licensor. This also means that the EKOenergy label may not be used in the Licensee's product marketing, sales or distribution channels, and that the Licensee may not distribute products or other material such as brochures, web pages or other electronic material which carries the EKOenergy label by any means without prior written consent obtained from the Licensor.

2. However, the Licensee can continue to use the EKOenergy label in his contacts with existing EKOenergy consumers, to the extent that is necessary to honour his earlier made contractual, fixed term obligations.

3. After the termination of this Licence Agreement, the Licensor has the right to publicly announce that the (former) Licensee no longer has the right of use to the EKOenergy label.

XVI CHANGES AND UPDATES OF LICENCE AGREEMENT

1 The Licensee undertakes, without delay, to inform the Licensor in writing of all changes to information specified in the Terms of Agreement, and in particular of the information listed in Appendix 2 to this Licence Agreement.

2 The Licensor has the right to make minor changes to the Terms of Agreement. The Licensor must inform the Licensee of any such changes in good time, however observing at least a six-month period of notice. Unless a longer transition period is specified in the notice delivered to the Licensee, such changes become part of the Licence Agreement six months after the Licensee has taken receipt of the notice.

XVII END-CONSUMERS OF EKOENERGY

This Licence Agreement does not regulate the end consumers' right to communicate about their purchase of EKOenergy labeled energy.

XVIII CONTACT: EKOENERGY SECRETARIAT

All notices concerning the Licence Agreement must be made in writing and delivered to the postal addresses, the telefax numbers or the e-mail addresses that the Parties have provided to each other for that purpose.

The EKOenergy secretariat, which is described in chapter 3.4 of the Text 'EKOenergy - Network and label', also acts as the Licensor's contact point for questions relating to this Licence Agreement.

XIX DISPUTE RESOLUTION

All the disputes or claims arising out of or in relation to or in connection with this Licence Agreement shall be settled amicably. If no amicable settlement can be reached within a reasonable time, such disputes or claims shall be decided by the EKOenergy Arbitration Panel, as described in Chapter 3.5 of the text 'EKOenergy - Network and label'.

The complaint panel cannot decide about damages.

As long as this Complaint Mechanism is not functional, or whenever this Mechanism would be unable to come to a decision within due time, or when the Complaint Mechanism would not have jurisdiction (such as to decide about damages) the dispute can be referred to the District Court of Helsinki, Finland.

XX TRANSFER OF RIGHTS AND DUTIES WHEN EKOENERGY BECOMES A LEGAL ENTITY.

All rights and duties of the Licensor will automatically be transferred to the EKOenergy Organization, as soon as this organization will be created. .

XXI DATE AND SIGNATURES

A paper copy of this Licence Agreement is kept at the EKOenergy Secretariat. The EKOenergy Secretariat sends a pdf version via e-mail to the Licensee (e-mail mentioned in Appendix 3).

If the Licensee wants a paper copy for its own use, it should send 2 signed copies to the EKOenergy Secretariat. Once the Licensor has signed, the EKOenergy Secretariat will send 1 of the copies back to the post address mentioned in Appendix 2.

The undersigned accept the terms and conditions of this Licence Agreement and confirm that the information contained herein is correct:

On behalf of the Licensee:

Place and date

Name and Signature

Name and Signature

Position in the company

Position in the company

On behalf of the Finnish Association for Nature Conservation:

Place and date

Name and signature

Name and signature

Position

Position

APPENDICES

1. Criteria for electricity
2. Criteria for gas
3. Details about Licensee and the products that will be marketed
4. EKOenergy's Brand Book

APPENDIX 1 Text: EKOenergy - Network and label

See www.ekoenergy.org/criteria. The text is available in 21 languages. In case of discrepancies the English text prevails.

APPENDIX 2 EKOenergy's criteria for renewable gas

See <http://www.ekoenergy.org/ekoenergy-gas/>

APPENDIX 3: Details about Licensee and the products that will be marketed

Name of the supplier of energy tracking certificates:

Company's registration number / country:.....

Contact person for EKOenergy:

Name:

Name:

E-mail and phone

Post address

1. Types and origin of EKOenergy products

The company is planning to sell certificates qualifying for EKOenergy, originating from the following sources

Source (wind, biomass, hydro...)	Country of origin

Note

1) Add an extra page if the table above is too small

2) This list can be updated any time, by informing the EKOenergy Secretariat. Updates are only valid after you have got a confirmation e-mail from the EKOenergy Secretariat

3) The listing of products and the signing of the Licence Agreement does not mean that these products automatically qualify for EKOenergy. They only do so if they fulfil the criteria of the text 'EKOenergy - Network and label'. An auditor will yearly verify compliance with these criteria.

2. Extra information for electricity produced from bioenergy

Electricity from power plants fueled with bioenergy can only be marketed as EKOenergy by 1 supplier. This for technical (verification) reasons. Indicate the biomass installations from which you want to sell biomass (name & location). Write 'NONE' if you are not planning to sell tracking certificates from EKOenergy eligible biomass based electricity.

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NOTE:

1) This list can be updated any time, by informing the EKOenergy Secretariat. Updates are only valid after you have got a confirmation e-mail from the EKOenergy Secretariat.

2) The listing of production units and the signing of the Licence Agreement does not mean that these products automatically qualify for EKOenergy. They only do so if they fulfil the criteria set by the text 'EKOenergy - Network and label'. An auditor shall yearly verify compliance with these criteria. (11.4 of the text 'EKOenergy - Network and label')

3. Countries of activity

I am planning to sell energy tracking certificates (qualifying for EKOenergy) in the following countries

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.....

Your company's name will be listed on the specific 'country pages' on the EKOenergy website, for each of the countries mentioned above.

This list can be updated any time, by informing the EKOenergy Secretariat.

APPENDIX 4 : EKOenergy's brand book

See http://www.ekoenergy.org/wp-content/uploads/2015/05/Brand_book.pdf