



## **LICENCE AGREEMENT FOR THE USE OF THE EKOENERGY LABEL**

Version for suppliers of electricity (to end-consumers)  
Contact [info@ekoenergy.org](mailto:info@ekoenergy.org) for more information

### **INTRODUCTION**

EKOenergy is a label for electricity. It is managed by the EKOenergy network.

The purpose of this label is to help electricity suppliers to sell an easily recognizable and widely accepted electricity product. Also, the label wants to assist consumers in navigating the complex European electricity market. Consumers of EKOenergy receive correct information about the origin of their electricity and about the meaning and impact of their purchase. Furthermore, EKOenergy fulfills the sustainability requirements set by the EKOenergy network.

The EKOenergy label is the only electricity label which has resulted from a pan-European consultation process, which works on the whole European market and which is recognized by stakeholders in all European countries.

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

See [www.ekoenergy.org](http://www.ekoenergy.org)

### **I PARTIES TO THIS AGREEMENT**

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).

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 label. In this Agreement, the word “Licensor” refers to the Finnish Association for Nature Conservation.

The company ..... detailed in Appendix 2 (the “Licensee”)

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

Important note: 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 XIX.

### **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, 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 current legislation, especially environmental laws and regulations, to act in accordance with good business practice, and to observe the common ethical codes of conduct in its corporate communications activities.
4. The right of use of the EKOenergy label granted to the Licensee by 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 electricity products fulfilling the criteria set by the text 'EKOenergy - Network and label'. The current version of that text is attached to this agreement (see Appendix 1).
2. The Criteria Text 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 of changes in the Criteria in writing 12 months prior to the entry into force of these new Criteria.

4. To show compliance with the EKOenergy Sustainability Criteria, the Licensee will use the information available on the Guarantee of Origin and/or on the EKOenergy website to prove that a particular production (proven by a Guarantee of Origin) fulfills the EKOenergy eligibility and sustainability criteria. The relevant date for determining whether electricity qualifies for EKOenergy, is the date of production of that electricity (date of production as mentioned on the Guarantee of Origin)

The Licensee -as well as other stakeholders (such as power plant owner, traders, consumers...) - can help to take the necessary steps to get production units listed on the EKOenergy website. This aspect falls out of the scope of this Agreement.

5. The Licensee can not sell EKOenergy labeled electricity produced by installations using bioenergy if these installations are not listed in Appendix 2 of this agreement.

## **VI FEES AND CONTRIBUTIONS**

The use of the EKOenergy logo does not lead to any other fees and contributions than those set by the EKOenergy Criteria text. See Appendix 1 for the details.

The mentioned fees do not include 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 31st. (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 is responsible for ensuring that its EKOenergy labeled products fulfil the Criteria listed in the text 'EKOenergy - Network and label'

3. The Licensee agrees to inform the Licensor, in writing, of all changes in the products being marketed and sold, or in its operations, which could be of significance regarding the Licence granted.

4. 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 convey 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.

5. The Licensee will use the EKOenergy label in accordance with the brand book that has been developed by the EKOenergy Secretariat. That brand book regulates the visual appearance of the logo and is attached 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, audits have to be performed by an auditor complying with all the requirements of International Standards on Auditing and have to be accepted beforehand by the EKOenergy Board.

2. The audit will verify the elements listed in chapter 11 of the text 'EKOenergy - Network and label'. It will be based on a checklist provided by the EKOenergy Secretariat and must be delivered 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 Guarantees of Origin have been cancelled that do not qualify for EKOenergy, or if the canceled Guarantees of Origin do not match with the information given to the consumer, the Licensee will have to cancel the due or missing amount of Guarantees of Origin within 14 days after the discovery of the shortcoming (amount needed to match the sold volumes per type and per country of origin).

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 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 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 licence 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**

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 and from

liability for liquidated damages as described in the Terms of Agreement.

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 the contract, 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 the contract, 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 TO INFORMATION SPECIFIED IN THE TERMS OF 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 Annex 2 to this 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 purchasers' right to communicate about their purchase of EKOenergy labeled electricity.

## **XVIII CONTACT: EKOENERGY SECRETARIAT**

All notices concerning the Terms of 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 Agreement.

## **XIX DISPUTE RESOLUTION**

All the disputes or claims arising out of or in relation to or in connection with this 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, 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 2).

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.

All licensees, as well as the EKOenergy products they intend to sell, will be listed on the website [www.ekoenergy.org](http://www.ekoenergy.org)

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

Official signatories on behalf of the Licensee:

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position in the company

\_\_\_\_\_  
Position in the company

Official signatories on behalf of the Finnish Association for Nature Conservation:

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position in the company

\_\_\_\_\_  
Position in the company

## **APPENDICES**

1. EKOenergy - Network and label
2. Details about Licensee and the products that will be marketed
3. EKOenergy's brand book

### **APPENDIX 1          Text: EKOenergy - Network and label**

See [www.ekoenergy.org/Criteria](http://www.ekoenergy.org/Criteria) The text is available in 16 languages (June 2013)



**2. Extra information for electricity produced from biomass (incl. bioliquids and biogas)**

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 a biomass product.

.....  
.....

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.** (chapter 11.4 of the text 'EKOenergy - Network and label' )

**3. Countries of activity**

I am planning to sell EKOenergy in the following countries

.....  
.....  
.....

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.

**4. EKOenergy Full Power**

Are you planning to market an 'EKOenergy full power product'? (in line with art 9.2 of the Text 'EKOenergy - Network and label')

Yes - No - Not decided yet, contact me later

### **APPENDIX 3: EKOenergy's brand book**

See also [http://www.ekoenergy.org/wp-content/uploads/2015/05/Brand\\_book.pdf](http://www.ekoenergy.org/wp-content/uploads/2015/05/Brand_book.pdf)