



EKOENERGY AGREEMENT

Contact info@ekoenergy.org for more information. See also www.ekoenergy.org

INTRODUCTION

EKOenergy is an ecolabel for renewable energy, available for use worldwide. It is owned and managed by the Finnish Association for Nature Conservation and is protected internationally.

EKOenergy's name and logo can only be used in combination with volumes of renewable energy (including Energy Attribute Certificates) that fulfil all of the following criteria:

- The energy is offered or sold to a final energy consumer, or used by an energy consumer,
- The energy is produced in a way that fulfils EKOenergy's sustainability criteria,
- The origin of the energy is reliably tracked and double counting is avoided, and
- The consumer makes an additional positive impact by paying for EKOenergy's additionality services as explained in EKOenergy's criteria as well as in chapter 7 of this EKOenergy Agreement ("Agreement").

EKOenergy's name and logo cannot be used without the involvement of at least one entity that has signed this Agreement (apart from the exceptions in the case of small volumes of on-site produced renewable energy, as described in EKOenergy's criteria, or in informative texts for educational purposes).

Energy companies and energy consultants can use EKOenergy's name or logo only when:

- They have signed this Agreement AND
- They are included in the list of authorised sellers and service providers on EKOenergy's website.

1. PARTIES TO THIS AGREEMENT

1.1 The Finnish Association for Nature Conservation (Suomen luonnonsuojeluliitto ry in Finnish), Business Identity Code 0116956-1, Itälahdenkatu 22 b A, 00210 Helsinki, Finland, which is the legal owner of the EKOenergy label.

Further called "EKOenergy's Secretariat".

If the ownership of the ecolabel (logo and name) is transferred to another organisation, then all rights and duties of this above-mentioned Party will automatically be transferred to that new owner.

And

1.2 Company detailed in Annex 5

As the Authorised Seller / Service Provider / User, further also referred to as “Authorised Entity”.

If the Authorised Entity is merged with or bought by another company, its rights and obligations under this Agreement are taken over by that company.

EKOenergy’s Secretariat and the Authorised Entity individually each referred to as a “Party” and together jointly the “Parties”.

2. INTERPRETATION OF THE AGREEMENT AND AMENDMENTS

2.1 This Agreement and its Annexes are interpreted as a whole. Titles and section numbers are only used to structure the text.

2.2 Omission by a Party to separately demand its rights arising from this Agreement is not to be interpreted as indicating that the Party is waiving those rights.

2.3 This Agreement is available in other languages too. In the case of discrepancies between the language versions, the English version prevails.

2.4 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the Parties to it.

2.5 This Agreement is governed by the laws of Finland.

3. GENERAL OBLIGATIONS

The Parties to this Agreement comply with all relevant legislation and rules in their day-to-day operations.

4. RIGHTS AND DUTIES OF EKOENERGY’S SECRETARIAT

4.1 EKOenergy’s Secretariat, at its sole discretion, protects EKOenergy’s logo and name and reacts against their inappropriate use worldwide.

4.2 EKOenergy’s Secretariat undertakes initiatives to increase the recognition and reputation of EKOenergy’s logo and name, develops marketing materials and assists the Authorised Entity with up-to-date information and communication materials.

4.3 EKOenergy’s Secretariat assists the Authorised Entity in determining whether or not specific energy fulfils EKOenergy’s criteria.

4.4 EKOenergy's Secretariat organises audits annually to verify whether all the energy that was sold and consumed as EKOenergy-labelled fulfils all the requirements that are listed in EKOenergy's criteria text.

4.5 For volumes exceeding 1 GWh/year, EKOenergy's Secretariat sends the Authorised Entity a digital confirmation that these volumes have been verified and that they fulfil all criteria of EKOenergy-labelled energy.

4.6 EKOenergy's Secretariat has the right to publish the names of the authorised sellers and service providers and share information about their EKOenergy-labelled energy products. The Secretariat can also publish data on the combined volumes of all sales of EKOenergy-labelled energy per country and per source.

4.7 EKOenergy's Secretariat sets up renewable energy campaigns worldwide. It also enables the selection of high-quality and impactful additional renewable energy projects and river restoration projects, as described in EKOenergy's criteria, monitors the implementation of these projects, and communicates about them.

5. RIGHTS AND DUTIES OF THE AUTHORISED ENTITY

5.1 The Authorised Entity can use EKOenergy's name and logo only to communicate about energy and/or Energy Attribute Certificates that already fulfil or will fulfil all the requirements listed in EKOenergy's criteria in a demonstrable manner. Said right to use is limited, revocable, non-exclusive, non-transferable, non-sublicensable and valid only during the term of this Agreement and subject to payments as defined in chapter 7.

The EKOenergy name and logo can only be used if a final energy consumer is involved. It is therefore not allowed to connect the EKOenergy name and logo to energy or to Energy Attribute Certificates that are sold to market players that are not the final users of that energy or these Energy Attribute Certificates.

5.2 The Authorised Entity ensures that:

- The label is not explicitly or implicitly used to cover other activities, products and services than those mentioned above;
- The label is not presented as being a label for energy installations, for energy production as such, or for the company as a whole;
- The EKOenergy logo and name are used respectfully and in accordance with EKOenergy's Brand book. The version of the Brand book used at the time of signing of this Agreement is added in Annex 4;
- There is no confusing similarity between the EKOenergy label (name and logo) and other expressions, symbols or marks used by the Authorised Entity to convey environmental characteristics and the Authorised Entity shall not take such confusingly similar expressions, symbols or marks into use.
- It will not register, or have registered, any trademarks, trade names, designs, domain names or other symbols which are identical or confusingly similar to EKOenergy's name or logo.

5.3 The Authorised Entity will respond within a reasonable time to EKOenergy-related questions from EKOenergy's Secretariat.

5.4 The Authorised Seller / Service Provider keeps a record of all its sales of EKOenergy-labelled energy (or Energy Attribute Certificates) and informs EKOenergy's Secretariat about these transactions during the annual audit or any time before the audit.

5.5 The Authorised Seller / Service Provider gets access to EKOenergy's digital platform for the registration of EKOenergy-labelled volumes (See also chapter 5bis).

5.6 The Authorised Seller / Service Provider informs its EKOenergy clients adequately and well in time if the terms of their contract change in a way that these clients will no longer get EKOenergy-labelled energy.

5.7 The Authorised Entity shall notify EKOenergy's Secretariat of any actual or potential infringement of the EKOenergy name or logo as soon as the Authorised Entity becomes aware of such activity.

5 BIS. RIGHT OF USE OF THE EKODIRECT MODULE

5 bis.1 The Authorised Seller / Service Provider can get access to the EKODirect (EKOenergy's Digital Impactful Renewable Energy Consumption Tracker) module. This module includes

- a database of energy production installations whose compliance with EKOenergy's sustainability criteria has been checked.
- a tool to request and/or generate proofs of supply or consumption of EKOenergy-labelled energy (or Energy Attribute Certificates).
- an authorised entities management tool, which Authorised Sellers/Service Providers can use to inform the EKOenergy Secretariat about their contact person, billing information and other relevant information regarding the implementation of this Agreement.
- API functionalities

5 bis.2 The Authorised Seller / Service Provider will appoint a contact person for the use of the EKODirect module. That contact person will get administrator access and will be able to give user rights to colleagues (other employees of the Authorised seller) too. That function can be transferred to another employee any time, with a simple notification to the EKOenergy Secretariat.

5 bis.3 To enable the access to the EKODirect module, the EKOenergy Secretariat can share the contact information of the Authorised Seller / Service Provider with the module operator, i.e. the company that is in charge of the development and maintenance of the module.

5 bis.4 Before getting access to the EKODirect module, the Authorised Seller / Service Provider has to separately agree to the terms and conditions of the module operator. The Authorised Seller / Service Provider shall remain responsible for the ongoing compliance with the applicable terms and conditions.

5 bis.5 In case of termination of this Agreement, all the rights of use of the EKOenergy module will automatically and immediately end.

5 bis.6 After such termination, the Authorised Seller / Service Provider can be offered other services by the operator of the EKOenergy module, but these will no longer include access to the EKODirect module.

6. EKOENERGY'S CRITERIA AND CRITERIA CHANGES

6.1 The criteria of EKOenergy that are valid at the time of signing of this Agreement are attached to this Agreement. Any updates will be published in the criteria chapter of EKOenergy's website.

6.2 Criteria reviews will follow the procedures set by the ISEAL Code of Good Practice for Setting Social and Environmental Standards. This means, amongst other things, that the Authorised Entity will be properly informed and will get the opportunity to be involved in the process.

6.3 The Authorised Entity must be informed about changes in the criteria in writing (e.g. via e-mail) and at least 12 months prior to the entry into force of the new criteria.

7. PAYMENTS DESCRIBED IN EKOENERGY'S CRITERIA

7.1 All users of EKOenergy-labelled energy financially contribute to the various aspects of EKOenergy's Secretariat's work such as managing the label, promoting the use of renewable energy, granting funds to additional renewable energy projects and in the case of hydropower use, granting funds to river protection projects.

7.2 The amounts to be paid for these services are mentioned in EKOenergy's criteria (Annexes 1-3). No other payments need to be made to EKOenergy's Secretariat, and EKOenergy's Secretariat warrants that the rates are the same for all users.

7.3 The amounts mentioned in EKOenergy's criteria are the minimum amounts needed to deliver the described services. They do not include Value Added Tax or any other taxes. Any taxes have to be added to the sums, not subtracted.

7.4 The Authorised Seller / Service Provider collects these sums for all volumes they sell as EKOenergy-labelled to their clients.

7.5 The due amounts are invoiced once a year, usually in April or May of the year following the calendar year in which the consumption of the labelled volumes took place. Invoices can be sent earlier at the demand of the Authorised Entity.

7.6 Invoices will state a payment time of at least one month. If the payment happens later than the required date, an interest of 10% (on annual basis) will be charged.

8. CONTACT BETWEEN THE PARTIES

8.1 The Parties to this Agreement appoint a contact address/person for issues related to the implementation of this Agreement, and they inform each other in case the contact information changes.

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

8.3 At least once a year, the Parties exchange information about the recent developments and explore opportunities for growing the visibility of EKOenergy's logo and name and for increasing the sold volumes of EKOenergy-labelled energy (and/or Energy Attribute Certificates).

9 VERIFICATION

9.1 EKOenergy's Secretariat organises an annual audit to verify whether the volumes that are sold or used as EKOenergy-labelled fulfil all the requirements listed in EKOenergy's criteria.

9.2 The audit happens through a form provided by EKOenergy's Secretariat or other manner as separately agreed in writing by the Parties.

9.3 The audit is based on facts and figures that are certified or confirmed by public authorities and/or reliable third-party certification organisations. These include information from Energy Attribute Certificate registries, extracts of audited bookkeeping, and readings of certified energy meters.

If certified data is not available or if the Authorised Entity is not able to share the required data and proof, the information provided by the Authorised Entity needs to be confirmed by an external auditor complying with all the requirements of International Standards on Auditing and accepted in writing beforehand by EKOenergy's Secretariat.

9.4 The Authorised Entity sends all the requested information within the mutually agreed timeline.

9.5 As part of the audit process, the Authorised Seller / Service Provider gives EKOenergy's Secretariat the names of its clients that consume more than 1 GWh of EKOenergy-labelled energy annually. When this is not possible, an external auditor complying with all the requirements of International Standards on Auditing and accepted in writing beforehand by EKOenergy's Secretariat, needs to be involved in the audit.

9.6 EKOenergy's Secretariat has the right to organise additional verifications and controls, consisting of, for example, a request for additional documents, virtual meetings or visits. The Authorised Entity responds within 4 weeks to requests from EKOenergy's Secretariat. The request has to be proportionate to the size of the verified volumes and cannot lead to other costs for the Authorised Entity than labour costs needed to respond to EKOenergy's Secretariat's questions.

9.7 The audit also has to be completed by the Parties whose Agreement has ended, as long as they made sales of consumed EKOenergy-labelled energy in the previous calendar year (see also paragraph 12.6).

9.8 Mistakes or discrepancies must be corrected as soon as possible. If the Energy Attribute Certificates that have been cancelled/redeemed do not qualify for EKOenergy, the Authorised Entity will have to cancel the due or missing amount of qualifying Energy Attribute Certificates within 1 month after the discovery of the shortcoming.

9.9 If requested, the Authorised Entity must also send EKOenergy's Secretariat a copy of publications and other materials in which the EKOenergy's name and/or logo has been used.

10 FULFILMENT OF OBLIGATIONS BY OTHERS

10.1 The Authorised Entity can outsource one or more of the obligations resulting from this Agreement to another Authorised Seller / Service Provider that is listed on EKOenergy's website.

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

- EKOenergy's Secretariat has been properly informed in writing about such a contract, and
- EKOenergy's Secretariat confirms by e-mail or in any other written form that it acknowledges this and that the division of tasks between the parties is clear.

10.3 The Authorised Entity that has outsourced one or more of its obligations remains equally liable for the fulfilment of these obligations.

11. AGREEMENT PERIOD AND VALIDITY

11.1 This Agreement comes into force immediately after it has been signed by the last Party.

11.2 This is an open-ended Agreement that can be ended in the ways described hereafter.

11.3 Any provisions that by their nature contemplate effectiveness beyond the expiration or termination of the Agreement, shall survive expiration or termination of this Agreement. For the sake of clarity, stipulations concerning payments and confidentiality remain in force after the end of this Agreement, in as far as relevant.

12. TERMINATION

12.1 This Agreement can be terminated with a three-month period of notice if it is terminated by the Authorised Entity or a two-year period of notice if it is terminated by EKOenergy's Secretariat. Termination by EKOenergy's Secretariat must be based on clear, objective and non-discriminatory grounds.

12.2 A Party has the right to terminate this Agreement with immediate effect:

- 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 has 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;
- on the basis of a material breach of this Agreement by the other Party where such breach cannot be remedied; or
- due to the other Party's bankruptcy, liquidation, arrangement of debts or due to the other Party's insolvency.

12.3 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.

12.4 EKOenergy's Secretariat has the right to terminate this Agreement immediately and with immediate effect by a written notice to the Authorised Entity any time whenever any of the following events shall occur:

- if the Authorised Entity breaches applicable anti-bribery laws and regulations; or
- if the Authorised Entity is engaged in any illegal, criminal, scandalous, immoral or unethical conduct or activity that sheds a negative or disparaging light on the other Party or on EKOenergy's name or logo.

12.4 bis This Agreement terminates when the Authorised Entity has not reported any sale or consumption of EKOenergy-labelled energy for 3 consecutive years after it has come into force. After the contract has terminated in such a way, the EKOenergy Secretariat will only sign a new Agreement with the other Party, after the other Party has convincingly demonstrated its ambition to offer EKOenergy-labelled products or help other Authorised Sellers do so.

12.5 After the termination of this Agreement, the involved Authorised Entity (i) can no longer use EKOenergy's name and logo in any manner, such as in product marketing, sales or distribution channels, without prior written consent obtained from EKOenergy's Secretariat, and (ii) is obliged to remove EKOenergy's name and logo from its marketing materials, such as website, without undue delay.

12.6 If the Authorised Seller / Service Provider loses the right to sell and offer EKOenergy-labelled energy, all their EKOenergy clients have to be adequately informed in writing. The Authorised Seller / Service Provider also reviews the existing contracts with its clients as soon as possible, taking into account the legal and contractual obligations.

12.7 As long as they continue to supply EKOenergy-labelled energy (or Energy Attribute Certificates) to honour their own contractual obligations with existing clients, all requirements of EKOenergy's criteria have to be fulfilled and the fulfilment of the criteria will be verified in the normal way (see also Chapter 9 of this Agreement).

12.8 After the termination of this Agreement, EKOenergy's Secretariat has the right to publicly announce that the Authorised Entity no longer has the right to use the EKOenergy label.

13. CONFIDENTIALITY

13.1 When Confidential Information is given by one Party, the other Party is under a duty not to disclose that information or to use it improperly for its own or third parties' benefit.

13.2 All information relating to this Agreement, to Parties, or to their respective business activities that (i) is not in the public domain, (ii) that was not already known by the receiving Party before its receipt from the disclosing Party as evidenced by written records, or (iii) is not received lawfully into the possession of the receiving Party from a third party without confidentiality obligation as evidenced by written records, is considered "Confidential Information". However, EKOenergy's Secretariat has the right to publish the names of the authorised sellers and service providers, the names of energy production installations, the names of the energy products and the type of renewable energy. EKOenergy's Secretariat can also publish data on the combined volumes of all sales of EKOenergy-labelled energy per country and per source.

13.3 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.

13.4 On expiry or termination of this Agreement, each Party shall return to the other all documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Party from the other Party and shall not keep any copies, unless mandatory legislation so stipulates.

14. LIMITATION OF LIABILITY

Neither Party is liable to the other for loss of profits, for other economic loss, or for other similar indirect, consequential, special, punitive or other similar damages arising out of or in connection with this Agreement, except where caused by gross negligence or intentional act or omission of a Party or arising as a result of a breach of confidentiality or violation of the intellectual property rights of the other Party.

A Party's liability for any damage per occurrence is limited to four times the total of payments made by the Authorised Entity to EKOenergy's Secretariat in the calendar year before the occurrence, or to the total sum of the payments made during the last four calendar years, whatever sum is more.

15 CHANGES AND UPDATES OF THE AGREEMENT

EKOenergy's Secretariat has the right to make minor changes to the Agreement. EKOenergy's Secretariat must inform the Authorised Entity of any such changes in writing, via a notice sent to the postal addresses or the e-mail address of the Authorised Entity. Unless a longer transition period is specified in the notice, such changes become part of the Agreement six months after the notice has been sent.

16 END-CONSUMERS OF EKOENERGY

This Agreement only regulates the relationship between the Parties. It does not regulate the rights and obligations of the clients of the Authorised Seller / Service Provider.

17 DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall first be submitted to mediation in accordance with the Mediation Rules of the Finland Chamber of Commerce (<https://arbitration.fi/>).

Proceedings will happen electronically (online). The language of the mediation shall be English, unless the Parties agree differently at the beginning or during the procedure.

In case the matter cannot be resolved through mediation within two months, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce.

The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

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

On behalf of the Authorised Entity:

Place and date

Name

Name

Signature

Signature

Position in the company

Position in the company

On behalf of the Finnish Association for Nature Conservation:

Place and date

Name

Name

Signature

Signature

Position

Position

ANNEXES

1. Criteria for EKOenergy-labelled electricity
2. Criteria for EKOenergy-labelled renewable gas
3. Criteria for EKOenergy-labelled renewable heat and cold
4. EKOenergy's Brand book
5. Information about the Authorised Entity and the energy products that will be marketed/used

ANNEX 1 - Criteria for EKOenergy-labelled electricity

See <https://www.ekoenergy.org/ecolabel/criteria/electricity/>

ANNEX 2 - Criteria for EKOenergy-labelled renewable gas

See <https://www.ekoenergy.org/ecolabel/criteria/ekoenergy-gas/>

ANNEX 3 - Criteria for EKOenergy-labelled renewable heat and cold

<https://www.ekoenergy.org/ecolabel/criteria/renewable-heat/>

ANNEX 4 - EKOenergy's Brand book

See https://www.ekoenergy.org/wp-content/uploads/EKOenergy_Brand_book_english.pdf

ANNEX 5: Details about the Authorised Entity and the EKOenergy-labelled products that will be offered/used

Name of the Authorised Entity:

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

Contact person within the company for issues related to the EKOenergy Agreement:

Name:

E-mail and phone:

Postal address:

The Authorised Entity is planning to use EKOenergy's logo & name in the following countries/regions

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The Authorised Entity is planning to use the following types of energy as EKOenergy:

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Note that the Authorised Entity cannot sell EKOenergy-labelled electricity originating from bioenergy unless agreed in written beforehand with EKOenergy's Secretariat. Production devices fuelled with bioenergy need to be checked annually.