



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

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

INTRODUCTION

EKOenergy is an international ecolabel for renewable energy. The label is owned and managed by the Finnish Association for Nature Conservation.

The purpose of this Licence Agreement is to grant the right to use EKOenergy’s name and logo to energy companies and to suppliers of Energy Attribute Certificates. The Agreement specifies the rights and obligations of the Licensor and the Licensee.

1. PARTIES TO THIS AGREEMENT

1.1 The Licensor:

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.

If the ownership of the logo would be transferred to another organisation, e.g. a yet to create EKOenergy Association, then all rights and duties of the Licensor will automatically be transferred to that new owner.

1.2 The Licensee:

The company detailed in Annex 5

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

2. LANGUAGE

2.1 The working language of EKOenergy’s Secretariat is English. Yet at the same time, the Secretariat commits to do everything possible to help Licensees as much as possible in their own language.

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

3. INTERPRETATION OF THE AGREEMENT

3.1 The Licence Agreement and its Appendices are interpreted as a whole. Titles and section numbers are only used to structure the text.

3.2 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.

4. RIGHTS AND DUTIES FROM THE LICENSEE

4.1 The EKOenergy ecolabel is a trademark registered by the Licensor. By means of this Licence Agreement, the Licensee gets a parallel and limited right of use; 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 and under the conditions specified in this Agreement.

4.2 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.

4.3 The Licensee ensures that:

- The logo is only used to communicate about energy (and Energy Attribute Certificates) that fulfils or will fulfil all requirements listed in EKOenergy's criteria catalogue and for which, in case of sales, Licence fees will be paid.
- The logo is not explicitly or implicitly used to cover other products and services than those mentioned above.
- The EKOenergy logo and name are used respectfully and in accordance with the brand book, which is added in Annex 4.
- There is no confusing similarity between the EKOenergy label and other expressions, symbols or marks used by the Licensee to convey environmental characteristics.

4.4 The Licensee has a clear contact person for issues relating to this Licence Agreement and keeps the Licensor informed when there are changes in the contact information.

4.5 At least once a year, the Licensee makes time for a conversation with the Licensor about recent evolutions, about how to grow the visibility of the EKOenergy brand and, about how to increase the volumes of EKOenergy ecolabelled energy (and/or Energy Attribute Certificates).

4.6 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.

4.7 An EKOenergy-labelled transaction always involves a final consumer. It is impossible to sell EKOenergy-labelled energy or Energy Attribute Certificates to others than final consumers. Also no seller (to final consumers) has the right to use the EKOenergy logo unless this right is granted to him by an EKOenergy Licence Agreement.

4.8 Clients of the Licensee who buy EKOenergy ecolabelled energy (or Energy Attribute Certificates) are entitled to use the logo in their communication. However, the use of the logo by these clients is not the subject of this Agreement (See also Chapter 17).

4.9 The Licensee cannot sell EKOenergy-labelled electricity produced by installations using bioenergy if these installations are not listed in Annex 5 of this Agreement.

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

5 RIGHTS AND DUTIES FROM THE LICENSOR

5.1 The Licensor has the right to publish the names of the Licensees and information about their EKOenergy-labelled energy products. The Licensor can also publish data of the combined volumes of all sales of EKOenergy-labelled energy per country and per source.

5.2 The Licensor is the sole proprietor of the EKOenergy label trademark and has the right to assign rights of use to others.

5.3 The Licensor protects the logo and reacts against inappropriate use of the logo by Licensees as well as by others.

5.4 The Licensor takes initiatives to grow the EKOenergy brand, develops marketing materials and assists the Licensee with up-to-date information and communication materials.

5.5 After the annual audit, the Licensor provides the Licensee with User Certificates, i.e. proofs of sales of EKOenergy-labelled energy (or Energy Attribute Certificates) to larger consumers (consumption of at least 1 GWh/year).

5.6 The Licensor complies with all applicable legislation.

6 EKOENERGY'S CRITERIA AND CRITERIA CHANGES

6.1 The use of the label by the Licensee is limited to the promotion and sale of energy or Energy Attribute Certificates that fulfil or will fulfil all requirements of EKOenergy's criteria catalogue. The criteria in force at the moment of signing this Licence Agreement are attached to this Agreement.

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 Licensees will be actively informed and involved.

6.3 Licensees must be informed about changes in the criteria in writing and at least 12 months prior to the entry into force of the new criteria.

7 FEES AND CONTRIBUTIONS

7.1 The use of the EKOenergy logo does not lead to any other fees and contributions than those determined by EKOenergy's criteria. The mentioned prices do not include Value Added Tax.

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

7.3 The Licensor will send the Licensee an invoice at least once a year, usually in April or May of the year after sales. The Licensee has the right to pay sooner. The Licensee gets at least one month to pay (from the date of the invoice). If the payment happens later than the required date, an interest of 10% (on annual basis) will be charged.

8 AUDITING AND VERIFICATION

8.1 Once a year, the Licensor organises an audit. Whenever possible, the audit is based on facts and figures that have previously been checked or certified by public authorities and or reliable third-party certifying organisations.

8.2 The audit will be based on a form provided annually by EKOenergy's Secretariat. The audit form includes a list of larger consumers of EKOenergy ecolabelled energy (consumption of at least 1 GWh/year).

8.3 If certified data is not available or if the Licensee is not able to share the required data and proof, the information provided by the Licensee needs to be confirmed by an auditor complying with all the requirements of International Standards on Auditing and accepted beforehand by the Licensor.

8.4 The audit also has to be completed by Licensees whose Agreement has ended (Chapters 11 and 12), with regard to sales closed before the ending of their Agreement.

8.5 Mistakes or discrepancies must be corrected as soon as possible. If Energy Attribute 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.

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

9 FULFILMENT OF OBLIGATIONS BY OTHER EKOENERGY LICENSEES

9.1 The Licensee can outsource one or more of the obligations resulting from this Agreement to another Licensee.

9.2 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.

10 AGREEMENT PERIOD AND VALIDITY

10.1 This Licence Agreement comes in force immediately after it has been signed.

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

11 DURATION AND TERMINATION FOR CONVENIENCE

11.1 This is an open-ended Agreement.

11.2 It can be terminated with a six month period of notice if it is terminated by the Licensee, or a two year 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.

11.3 The Licensee has a duty to inform its customers of EKOenergy-ecolabelled energy in an adequate and clear way about the termination, within a month from the termination.

11.4 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).

12 TERMINATION WITH IMMEDIATE EFFECT

12.1 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.

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 13.7.

12.2 Notice of termination by the Party must be given in writing and becomes effective when received by the other Party.

12.3 Upon termination of this Licence Agreement by the Licensor 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.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

13.1 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 any breach of this Agreement by the Licensee.

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

13.3 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.

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

13.5 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.

13.6 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.

13.7 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. If a Party appeals to *force majeure*, 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.

14 CONFIDENTIALITY

14.1 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.

14.2 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 has the right to publish the names of the Licensees, the names of energy-production facilities, the names of the energy products and the used type of renewable energy. The Licensor can also publish data of the combined volumes of all sales of EKOenergy-labelled energy per country and per source.

14.3 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.

15 PROHIBITION OF USE AFTER THE TERMINATION OF THE CONTRACT

15.1 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.

15.2 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.

15.3 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.

16 CHANGES AND UPDATES OF LICENCE AGREEMENT

16.1 The Licensee undertakes, without delay, to inform the Licensor in writing of all changes to information specified in the Licence Agreement, and in particular of the information listed in Annex 5 to this Licence Agreement.

16.2 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.

17 END-CONSUMERS OF EKOENERGY

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

18 CONTACT

All notices concerning the Licence 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.

EKOenergy's Secretariat acts as the Licensor's contact point for all questions relating to this Licence Agreement.

19 DISPUTE RESOLUTION

19.1 All the disputes or claims arising out of 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 Section 3.5 of the text 'EKOenergy - Network and label'.

19.2 If 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 the dispute can be referred to the District Court of Helsinki, Finland.

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

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. Details about Licensee and the energy products that will be marketed

ANNEX 1 - Criteria for EKOenergy-labelled electricity

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

ANNEX 2 - EKOenergy's criteria for renewable gas

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

ANNEX 3 - EKOenergy's criteria for 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 Licensee and the EKOenergy ecolabelled products

This annex 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.

Name of the Licensee:

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

Contact person within the company for issues related to this Licence Agreement:

Name:

E-mail and phone:

Postal address:

1. Types and origin of EKOenergy-labelled products

The Licensee is planning to use following energy / Energy Attribute Certificates:

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

Note

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

2) 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

Note that licensees cannot sell EKOenergy-labelled electricity originating from biomass, unless agreed beforehand with EKOenergy’s Secretariat. Biomass power plants need to be audited annually. Write hereafter whether you plan to sell electricity from bioenergy and from which power plants.

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3. Countries of activity

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

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