



Anmodning om logolicens

Udfyldes og sendes til

FSC Danmark, Klostertorvet 6-8, 2 tv / logo@fsc.dk - Ved spørgsmål kontakt: 8870 9518

Herved beder vi om tilladelse til brug af FSC's varemærker til at reklamere for vores FSC-certificerede produkter og/eller vores engagement i FSC-sagen. Med underskrivelsen af denne aftale samtykker vi til vedhæftede licensaftale mellem FSC Danmark (Licensudsteder) og vores virksomhed (licenstager) og forpligter os samtidig til, at vi til hver en tid vil fremsende enhver logobruk til godkendelse før offentliggørelse samt at vi er indforstået med at betale en årlig afgift for de kontrolydelser, vi modtager som en del af registreringer.

Du bedes vælge den kategori, som passer bedst på din virksomhed og jeres status på FSC-produkter, samt hvilken logolicens-kategori du ønsker at blive placeret i. Du vil finde nærmere oplysninger om kategorierne i licensaftalen nederst i dette dokument.

Vælg kategori

Vi ønsker at føre FSC-certificerede produkter, men gør det ikke på nuværende tidspunkt

Vi fører FSC-certificerede produkter

Kategori 0

Kategori 1

Kategori 2

Kategori 3

Kategori 4 *

Firmanavn			
1. kontaktperson		2. kontaktperson	
Tlf:		Tlf:	
Email:		Email:	
Adresse			
Postnummer		By	
Land		Hjemmeside	
Dato	By	Underskrift	

Vigtigt: Når I ønsker at bruge FSC's varemærker i forbindelse med produkter, vil det være et krav, at I sammen med logobruken fremsender et bevis for, at produkterne er certificerede i form af følgesedler, ordrebekræftelser eller fakturaer. Disse dokumenter skal indeholde leverandørens licenskode samt vise, hvilke af produkterne der er FSC-certificeret. (Følsomme informationer må gerne overstreges. Al dokumentation behandles fortroligt.) Dokumenter bruges af FSC Danmark til at tjekke produkternes ægthed forud for logogodkendelsen.

Bemærk: FSC-logoet er registreret som et verdensomspændende varemærke og dermed beskyttet. Derfor kan misbrug af logoet blive retsforfulgt og idømt en bøde.

* For ngo'er (kategori 0) er en separat aftale påkrævet. Kontakt os venligst om dette.



Markedsføringsområder med FSC

Udfyld nedenstående statistiske oplysninger om din virksomhed. Dine oplysninger vil blive behandlet fortroligt og kun blive brugt i forbindelse med din registrering. Sendes til logo@fsc.dk

Firmanavn:	
Antal Filialer / butikker	

Hvor vil I gerne gøre brug af FSC?

- | | | |
|--|--|--------------------------------------|
| <input type="checkbox"/> Brochurer/kataloger | <input type="checkbox"/> Events | <input type="checkbox"/> CSR Rapport |
| <input type="checkbox"/> Hjemmeside | <input type="checkbox"/> Prisskilte | <input type="checkbox"/> Andet |
| <input type="checkbox"/> Webshops | <input type="checkbox"/> POS-Materiale | |

Virksomhedens omsætning

Virksomhedstype

- | | |
|--|---|
| <input type="checkbox"/> Forhandler FSC-produkter til slutbrugere | <input type="checkbox"/> Uddannelsesinstitution / forskningsenhed |
| <input type="checkbox"/> Bruger FSC-certificerede produkter | <input type="checkbox"/> Medier |
| <input type="checkbox"/> Rådgiver omkring FSC-certificering af produkter eller om FSC som system | <input type="checkbox"/> FSC Netværk |
| <input type="checkbox"/> NGO | <input type="checkbox"/> Andet: |

Hvad vil du gerne markedsføre?

- | | |
|--|---|
| <input type="checkbox"/> FSC som system og koncept | <input type="checkbox"/> Egen brug af FSC-produkter |
| <input type="checkbox"/> Salg af FSC-produkter | <input type="checkbox"/> Andet |
| <input type="checkbox"/> Rådgivning om FSC | |

Kommentarer / yderligere informationer til FSC Danmark i forbindelse med registreringen?

License and Service Agreement for Non Certificate Holders for the FSC Certification Scheme

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. FSC AC has developed the FSC Certification Scheme and the related FSC Accreditation Program and is the owner of the trademarks as set out in Annex 1.

Whereas, the FSC International Center GmbH (hereinafter '**FSC IC**') is a wholly owned German Not for Profit with limited liability company of FSC AC, constituted according to German Law: Bonn HRB 12589, with registered office in Charles-de-Gaulle Strasse 5, 53113 Bonn, Germany.

Whereas, the **TSP**, short for "FSC Trademark Service Provider", is a legally independent FSC partner organizations, endorsed by FSC AC as an FSC National Office. It is established to promote responsible management of the world's forests on behalf of FSC AC on a local basis and is authorized by FSC AC to sublicense the Licensed Material as set out in Annex 1 to Non-Certificate-Holders.

Whereas, the **Licensee** is an entity or an individual being member of a group of Non-Certificate-Holders being authorized by this Agreement to use the Licensed Material as set out in Annex 1 in accordance with this Agreement. 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

Now hereby is agreed:

1 Definitions & Interpretations

- 1.1 '**Agreement**' means this particular Agreement with all appendixes, the FSC Trademark Requirements, FSC Certification Requirements and any and all other Addenda to it as may be varied from time to time in accordance with the provisions of this Agreement in its most recent version;
- 1.3 '**FSC Certification Requirements**' means documents (e.g. certification policies, standards, guidance documents, advice notes and any other documentation) in relation to the FSC Certification System as developed by the FSC Policies and Standard Program required for operating the FSC Certification System in its most recent version;
- 1.4 '**Effective Date**' means the date when a decision or an agreement comes into force;
- 1.6 '**FSC Certification**' means formal recognition by an FSC accredited Certification Body, following an Audit, that an FSC Licensee is in compliance with the Certification Requirements;
- 1.7 '**FSC Certification Scheme**' is developed by FSC AC to enable independent third-party certification of environmentally responsible, socially beneficial and economically viable forest management as a market mechanism allowing producers and consumers to identify and purchase timber and non-timber forest products from well-managed forests.
- 1.8 '**FSC Network**' means throughout this Agreement the FSC AC and all its further subsidiaries, the FSC National Offices and the FSC National Representatives working on a local basis.
- 1.9 '**TSP Database**' is a computer based system containing data about the TSP and Licensees, accessible at www.info.fsc.org;

- 1.10 '**FSC Trademark Requirements**' means FSC Standards, FSC Guidance, Advice Notes and any and all other documentation related to the trademark use;
- 1.11 '**Licensed Material**' stands for the FSC Trademarks which are licensed under the Agreement and as set out in Annex 1;
- 1.12 '**Third Parties**' refers to parties (i.e. persons, organizations, corporations or groups of persons) which are not party to this Agreement or mentioned herein;
- 1.13 In the event and to the extent only of any conflict between the sections in this Agreement and all Appendixes, Schedules, FSC Trademark Requirements, FSC Certification Requirements and any and all other Addenda to it, the Appendixes, FSC Trademark Requirements, FSC Certification Requirements and any and all other Addenda to it shall prevail.

2 License scope

- 2.1 The TSP grants to the Licensee a royalty free, revocable, non-exclusive and non-transferable license to use the Licensed Material for promotional use in accordance with this Agreement and the FSC Trademark Requirements.
- 2.2 The license is granted for the Denmark only unless otherwise stated.
- 2.3 The assignment of the license and granting a sublicense to Third Parties is not permitted.
- 2.4 The TSP warrants to the Licensee that FSC AC is the owner of the trademarks as set out in Annex 1 and that it is entitled by the FSC AC to grant to the Licensee the rights and licenses hereby granted or agreed to be granted. FSC AC reserved all further rights in regard of its trademarks, especially to use or license rights in any whatsoever form.

3 Scope of Service and Contribution

- 3.1 The TSP shall provide sufficient information about the accurate use of the Licensed Materials on the Licensee's request and approve all trademark use by the Licensee.
- 3.2 The TSP will check the validity of the certified products for the licensee before commencement of logouse in connection to the products.
- 3.3 The licensee will pay an annual fee dependent on the amount of service required by them. See annex 2 for pricemodel.

4 Incorporation of Trademark and Certification Requirements

- 4.1 The FSC Certification Requirements and the FSC Trademark Requirements are deemed to be an integral part of the Agreement in its most recent version and are published by FSC AC on www.fsc.org where the Licensee shall be responsible to obtain them.
- 4.2 The Parties agree that FSC AC and FSC IC on behalf of FSC AC reserve the right to modify the FSC Certification Requirements and the FSC Trademark Requirements in accordance with its established procedures for such modification any time at its own discretion.

5 Principal Obligations of the Licensee

- 5.1 The Licensee shall use the granted rights in good faith and in accordance with the terms and provisions of this Agreement and shall act in accordance with all reasonable instructions of the TSP.
- 5.2 The Licensee shall obtain the prior approval for any and all trademark use from the TSP in accordance with the FSC Trademark Requirements.

6 Quality & Maintenance of the Licensed Materials

- 6.1 The Parties agree that the TSP shall have the right to request specimens or details of products, promotional material or services to be sold or provided under the Licensed Materials to evaluate compliance with this Agreement and to demonstrate the use of the Licensed Materials (e.g. specimens, samples of promotional material).
- 6.2 The TSP warrants and represents that FSC AC uses all reasonable endeavors to maintain the intellectual property rights of the Licensed Material. The registration of the Licensed Material as trademarks remains on the absolute discretion of FSC AC.
- 6.3 During the terms of this Agreement and thereafter, the Licensee agrees not to adopt, use, permit the use of, register or attempt to register as a trademark, trade name, domain name or corporate name or as part thereof any of the Licensed Materials, or any term or translation having the same meaning as any of the foregoing or any words, symbol or picture or combination thereof which is confusingly similar to any of the foregoing.

7 Infringements

- 7.1 In the event that the Licensee learns of a potential infringement of the Licensed Materials or that they are otherwise threatened or opposed by a Third Party, the Licensee shall notify the TSP and the FSC AC or FSC IC.

8 Transparency & Data Protection

- 8.1 The Licensee authorizes the TSP and the FSC AC and its subsidiaries to publish the company name and address of the Licensee, the assigned license number and the License Agreement including the status of the license at www.fsc.org on the TSP Database to ensure full transparency and authenticity. All related data about this Agreement and trademark use as well as approvals shall be monitored by the TSP and revealed to the FSC AC and FSC IC. The Licensee authorizes the TSP to share its contact details with all members of the FSC Network to strengthen the TSP project.

9 Suspension of the License

- 9.1 The TSP may suspend the granted rights as set out in this Agreement with immediate effect, if the Licensee fails to demonstrate compliance with this Agreement.
- 9.2 In the event of suspension, the Licensee immediately shall cease to make any use of the Licensed Material and acknowledges that the TSP is obligated to verify the Licensee's compliance with this provision. If a physical inspection is necessary in such connection, the Licensee is responsible for the expense of any physical inspections.

10 Term & Termination of the Agreement

- 10.1 Starting with the Effective Date this Agreement ends one year after with automatic renewal unless terminated by any of the two parties up to 14 days before renewal.
- 10.2 This Agreement may be terminated by either Party by giving due notice two (2) weeks in advance of the date of termination.
- 10.3 The TSP may terminate this Agreement for important reasons with immediate effect by providing written notice. An important reason may especially be assumed if the Licensee:
- 10.3 fails to demonstrate compliance with the requirements of this Agreement;
- 10.3 intentionally or through negligence discredit or damage the reputation of the TSP or the FSC AC or its subsidiaries.
- 10.4 The Licensee may terminate the Agreement with immediate effect if the TSP suspends the granted rights according to Section 9.

11 Miscellaneous

- 11.1 This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, unless any representation or warranty made about this Agreement was made fraudulently, and save as may be expressly referred to or referenced herein, it supersedes all prior agreements, representations, writings, negotiations or understandings with respect hereto. Amendments, alterations and/or riders to this contract, also changes to this subsection, must be confirmed in text form in order to be legally valid. The burden of proof shall be borne by the party referring to an oral agreement superseding the Agreement.
- 11.2 The failure by either Party, at any time, to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement.
- 11.3 Should a provision of this Agreement be invalid or become invalid or should this Agreement contain an omission, then the legal effect of the other provisions shall not thereby be affected. Instead of the invalid provision a valid provision is deemed to have been agreed upon which comes closest to what the parties intended commercially. The same applies in the case of an omission.

Annex 1: Licensed Materials

1 FSC AC's Trademarks

- 1.1 Checkmark-and-tree logo



- 1.2 'FSC'[®]
1.3 'Forest Stewardship Council'[®]

Annex 2: Price model

Categories*	Annual Costs
Category 0: Registration only for not-for-profit organisations that make claims, but do not trade, and webshops with turnover of FSC products under 20.000 KR (DK)	Free
Category 1: Registration only / Webshops	750 DKK/ 100 €
Category 2: Registration AND up to 5 approvals per year	1500 DKK/ 200 €
Category 3: Registration AND up to 15 approvals of advertisements per year	4500 DKK/ 586 €
Category 4: Registration AND Flatrate for unlimited number of approvals per year	5250 DKK/ 700 €

* the number of approvals, which determines the selected category, is based on the numbers of products to be marketed in webshops, catalogues etc.