

## Logo Usage Licence Agreement

For the use of the Responsible Wood and PEFC Trademarks



Between

**Responsible Wood** having its registered office at: 30 Boothby Street, Kedron, QLD  
4031 AUSTRALIA  
(ABN 34 105 321 702)

And

**Applicant**, (hereinafter the “Logo User”), having its registered office at:  
Address  
(ABN XXXXXXXXXX)

### Recitals:

- A. **The applicant**, is a Logo User under the Logo User Group B- Forest Owners and Managers, Group C- Processors and Manufacturers of Wood Products (Chain of Custody) or Group – D – ‘Industry Associations, supporters and companies not in Categories B and C’ as defined in the *Logo Use Rules Manual* and wishes to have the right to use the Responsible Wood Logo and the PEFC Logo in the course of its business.
- B. Responsible Wood owns the intellectual property rights in the Responsible Wood Logo, which is a registered Certification Trade Mark # ???? under the *Trade Marks Act 1995*. Responsible Wood has been granted, under licence from the PEFC Council, the right to license the use of the PEFC Logo which is a registered Trade Mark # 953160 in Australia.
- C. Responsible Wood agrees to grant a licence to the Logo User to use the Responsible Wood Logo and the PEFC Logo with registration number [RW/1-31-XX and PEFC/21-31-XX] in accordance with the *Logo Use Rules Manual* and on the terms of this Licence Agreement.

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**Terms of the Agreement:**

The Parties agree the following terms and conditions shall apply to the use of the Responsible Wood Logo and the PEFC Logo:

**1. Definitions**

<b>Term</b>	<b>Definition</b>
<b>AFS</b>	The Australian Forestry Standard [AS 4708: 2013] or subsequent versions of AS 4708 and/or <b>NZS</b> 4708 or subsequent versions of NZS 4708.
<b>Certification Certificate</b>	Certificates issued by an accredited certification body to entities for Forest Management or Chain-of-Custody certification recognised under the RWCS. Recognised certificates include those issued by bodies accredited by the Joint Accreditation System of Australia and New Zealand and those recognised by JAS-ANZ under the International Accreditation Forum (IAF) mutual recognition treaty.
<b>Responsible Wood</b>	The company established to manage the implementation of the RWCS, and the national governing body of the PEFC Council in Australia and New Zealand. <i>Note: Responsible Wood is the registered trading name of the Australian Forestry Standard Ltd.</i>
<b>Responsible Wood Logo</b>	The logo of the Responsible Wood Certification System, which is copyright material owned and managed by Responsible Wood.
<b>Responsible Wood Logo Use Rules Manual</b>	A document which outlines the rules for use of the Responsible Wood Logo and which forms part of this Agreement. Hereinafter referred to as the " <i>Logo Use Manual</i> ".
<b>Certification Trademark</b>	The Responsible Wood Logo is a registered certification trade mark, which indicates that the goods or the organisation that carry this mark hold Responsible Wood certification.
<b>RWCS/PEFC Fee</b>	For Categories B and C an annual notification fee payable to the notified Certification Body and for Category D an annual Logo Use fee payable by the Logo User to Responsible Wood. The amount of this fee is specified by Responsible Wood Ltd and published at <a href="http://www.responsiblewood.org.au">www.responsiblewood.org.au</a> .
<b>Logo User Group</b>	There are four groups of Logo Users, as defined in the <i>Logo Use Manual</i> . These are: <ul style="list-style-type: none"> <li>• A - National Governing Body;</li> <li>• B - Forest owners and managers;</li> </ul>

Term	Definition
	<ul style="list-style-type: none"> <li>• C - Processors and manufacturers of wood products;</li> <li>• D - Industry Associations, supporters and companies not in Categories B and C.</li> </ul>
<b>RWCS</b>	The Responsible Wood Certification Scheme, which is based upon the Australian Forestry Standard AS 4708 and COC Standard AS 4707 in conjunction with accreditation programs and independent third-party certification.
<b>PEFC</b>	The <i>Programme for Endorsement of Forest Certification schemes</i> – a global umbrella initiative for forest certification schemes.
<b>PEFC Logo</b>	The logo of the PEFC Council, which is copyright material owned by the PEFC Council and managed in Australia and New Zealand by AFS Limited.

## 2. Intellectual Property Rights in the AFS Logo

The Parties agree that Responsible Wood owns the intellectual property rights including the copyright in the Responsible Wood Logo that is a registered certification trademark. For the avoidance of doubt this Agreement does not confer on the Logo User any rights of ownership in the licensed material, and intellectual property rights including copyright are unaffected by this Agreement.

## 3. Responsibilities of the Logo User

- 3.1. The Logo User must use the Responsible Wood Logo and the PEFC Logo in accordance with the *Logo Use Rules Manual*, and with the registration number issued by Responsible Wood to ensure that the Logo User is readily identifiable on that basis.
- 3.2. The Logo User must at all times act in a manner that supports the principles of Sustainable Forest Management. The Logo User must act with integrity and in good faith in accordance with the Responsible Wood Code of Values. The Logo User must make no false and misleading claims regarding certification or the certified status of forests or products under their control. The Logo user must not make any actions or statements which have potential to bring the Logo, the Certification Scheme or Responsible Wood into disrepute.
- 3.3. The Certification Body is responsible for verifying the use of Logos by the Logo User and ensuring their use is constituent with the respective Logo Use Rules and Procedures. The Logo User agrees to cooperate with the Certification Body by allowing the auditing of Responsible Wood and PEFC Logo use and to make all necessary and relevant records available.
- 3.4. Category B and C Logo Users must pay to the Certification Body the Responsible Wood/PEFC fee for use of the Responsible Wood and PEFC Logos *the current amount of the annual RWCS/PEFC notification fee* on receipt of the Certification Body Invoice.

- 3.5. The Category D Logo User must pay to Responsible Wood for use of the Responsible Wood Logo and the PEFC Logo *the current amount of the annual RWCS/PEFC fee* on receipt of the Responsible Wood Invoice.
- 3.6. Responsible Wood reserves the right on written notice to increase or decrease the amount of the fees charged during the life of the Agreement.
- 3.7. The Logo User must inform Responsible Wood immediately and truthfully on any changes concerning the Logo User's identification data and certified status.

#### **4. Responsibilities of AFS Limited**

- 4.1. Responsible Wood shall use every reasonable endeavour to provide the Logo user with the RWCS Logos within two weeks following the signing the Licence Agreement and the receipt of payment for the logo issuance fee and/or annual notification fee.
- 4.2. Responsible Wood is obliged to inform the Logo User of any changes to Responsible Wood regulations and documentation that concern the Responsible Wood Logo and the PEFC Logo usage.

#### **5. Misuse of Logo and Penalties**

- 5.1. The Logo User acknowledges and agrees the use of the Responsible Wood Logo and the PEFC Logo is regulated and governed by Responsible Wood and is controlled and monitored by certification bodies accredited by JAS-ANZ to undertake RWCS Forest Management and CoC certification. The Logo user agrees that unauthorised use of the Responsible Wood Logo and the PEFC Logo is prohibited and may lead to legal action being taken against it.
- 5.2. Responsible Wood reserves the right to carry out an inspection (by itself or to commission a third party) to act on a complaint by a third party or if Responsible Wood has reasons to believe that the Licence Agreement is being contravened. The Logo User shall bear responsibility for the costs of said inspection and any other detrimental effects.
- 5.3. Responsible Wood may impose a contractual penalty for unauthorised on- or off-product use of the PEFC Logo or Responsible Wood Logo. The amount of the penalty will be set by Responsible Wood, subject to the following considerations:
  - a. In the case of Group B (forest management group) as defined in the *Logo Use Manual*, the contractual penalty that may apply is *five times the annual fee applicable to the Logo User*, unless the Logo User proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to AU\$10,000;

- b. In the case of Group C (chain-of-custody group) as defined in the *Logo Use Manual*, the contractual penalty that may apply is *one-fifth of the market value of the products to which the unauthorised use relates*, unless the Logo User proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to AU\$10,000.
  - c. In the case of Group D (supporter group) as defined in the *Logo Use Manual*, the contractual penalty that may apply is *one-fifth of the market value of the products to which the unauthorised use relates*, unless the Logo User demonstrates that such unauthorised use was unintentional. In the latter case the penalty will be limited to AU\$1,000.
- 5.4. Responsible Wood has discretion to alter the amount of penalty for misuse of the Responsible Wood Logo and the PEFC Logo. Any change to the amount of a penalty shall come into effect three months and five days after notification in writing by Responsible Wood.

## **6. Suspension and Termination**

- 6.1. Responsible Wood is granted a licence for the usage of PEFC Logo in Australia. PEFC reserves the right to withdraw the licence with immediate effect (suspension) if there are reasons to believe that any of the terms of licence contract, rules for use of the PEFC Logo, PEFC scheme are not being adhered to, or the Logo Licence holder brings the Responsible Wood Logo, the Responsible Wood Certification Scheme or Responsible Wood into disrepute. Withdrawal of the licence granted by PEFC to Responsible Wood will result in automatic withdrawal of the licence(s) issued by Responsible Wood for use of the PEFC Logo. This would take effect on the same date as the withdrawal of the licence granted to Responsible Wood by PEFC.
- 6.2. Either party may terminate the Licence Agreement with three-month prior written notice by registered letter.
- 6.3. Responsible Wood may suspend the Agreement temporarily with immediate effect while a suspicion of contravention of the terms of the Agreement or of the *Logo Use Manual* is being investigated by Responsible Wood. In case of suspicion, Responsible Wood shall send the Logo User a written request for an explanation and notification of the temporary revocation of the Agreement. The temporary revocation shall remain in effect for a maximum period of one month or longer if Responsible Wood determines further investigations are required after the Logo User has provided an explanation concerning the suspected misuse to Responsible Wood.
- 6.4. When the Logo User has implemented appropriate corrective measures and met conditions imposed by Responsible Wood and given notification that this has been done, Responsible Wood may agree to the Logo User resuming its rights under this Agreement.

- 6.5. Responsible Wood may terminate the Licence Agreement with immediate effect if there are reasonable grounds to believe that any of the terms of the Licence Agreement or the *Logo Use Manual* have been breached.
- 6.6. Withdrawal, suspension or the end of the validity of the RWCS certificate (for Forest Management and/or Chain of Custody) recognised by Responsible Wood will result in automatic termination of the Licence Agreement with effect on the same date as the withdrawal, suspension or the end of the validity of the RWCS certificate.
- 6.7. The Responsible Wood and/or PEFC Logo and notification fees will not be refunded to the Logo User in case of temporary revocation or termination of the Licence Agreement according to Clause 6, (2-4).
- 6.8. Responsible Wood is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination may cause to the Logo User.
- 6.9. Right of appeal. The Logo User has the right to appeal any decisions of Responsible Wood to suspend or terminate this Agreement. The Agreement will remain under suspension or termination during the period while the appeal is considered.

## **7. Reporting and Presentation**

- 7.1. Responsible Wood is permitted to present in a public forum (e.g., the Responsible Wood web site) the Logo User's identification data and information concerning the certification status provided by the Logo User or the relevant certification and/or accreditation body.
- 7.2. The Logo User, in the case of Group B (forest management) Logo User Group as defined in the *Logo Use Manual*, shall undertake to provide, immediately after each forest management verification audit, Responsible Wood with a notification, verified by the certification body, of the on-product use of the Responsible Wood Logo/PEFC Logo, e.g., broken down by product or product category or similar, to the degree of accuracy that the system used by the Logo User permits. In the same conjunction, the Logo User shall supply Responsible Wood with a detailed, free form account of any off-product use of the Responsible Wood Logo and the PEFC Logo.
- 7.3. The Logo User, in the case of Group C (chain-of-custody) user group as defined in the *Logo Use Manual*, shall undertake to provide, immediately after each chain-of-custody verification audit, Responsible Wood with a notification, verified by the certification body, of the on-product use of the Responsible Wood Logo and the PEFC Logo broken down by product, product category, production unit or similar, to the degree of accuracy that the chain-of-custody system used by the Logo User permits. In the same conjunction, the Logo User shall supply Responsible Wood with a detailed, free form account of any off-product use of the Responsible Wood Logo and the PEFC Logo.

7.4. The Logo User, in the case of Group D (supporter user group) as defined in the *Logo Use Manual*, shall give Responsible Wood an annual report containing an itemised, free form account of the Responsible Wood Logo and the PEFC Logo's off-product usage.

**8. Validity of the Agreement**

8.1. The terms of the Licence Agreement come into effect when it has been signed by both parties and the Logo User has paid the Responsible Wood Logo and the PEFC Logo fees based on an invoice issued by Responsible Wood.

8.2. The Licence Agreement remains valid and current between both parties based on payment of the annual fee to Responsible Wood subject to Clauses 5 and 6.

**9. Governing Law**

9.1. This Agreement is governed by Australian Law. The Parties submit to the jurisdiction of the courts in the in Queensland.

In Brisbane, QLD

In \_\_\_\_\_

(City, State)

On: \_\_\_\_\_

On: \_\_\_\_\_

(Date)

(Date)

For and on behalf of Responsible Wood

For and on behalf of

\_\_\_\_\_

(Name of Company)

Simon Dorries

\_\_\_\_\_

(Print Full Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Signature)

Chief Executive Officer

(Designation)

\_\_\_\_\_

(Designation)