



(1) FSC International Center gGmbH

- and -

(2) Add name of Working Group Member

Cooperation Agreement – Working Group

v2020-02-07

FSC International Center gGmbH • fsc.org • FSC® F000100

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Geschäftsführer | Directors: Dr. Hans-Joachim Droste and/und Stefan Salvador

Handelsregister | Commercial Register: Bonn HRB12589





This Agreement shall become effective on add date (the '**Effective Date**').

By and between

- (1) FSC International Center gGmbH
Adenauerallee 134, 53113 Bonn, Germany
represented by the Managing Directors: Dr. Hans-Joachim Droste and
Mr. Stefan Salvador

-hereinafter 'FSC IC'-

and

- (2) add full legal name (add Mr./Mrs./Ms./to individuals)
add full registered address, including city, ZIP code and country
represented by: (add legal representative(s), (add Mr./Mrs./Ms.) if any, incl.
position; for individuals, please delete

-hereinafter 'Member'-

Introduction

FSC IC and Member are each referred to as '**Party**' and collectively as '**the Parties**'.

'Agreement' means this particular document with all appendixes, which altogether form a binding document.

For the benefit of both Parties and considering the cross-border collaboration and international nature of the FSC group with its clients, the English language was chosen for the terms and conditions contained in this Agreement. However, in the case that technical/legal terms are used in German language these shall have the meaning under and shall be interpreted exclusively in accordance with German law; the English translation of such terms shall be for ease of reference only.

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, Mexico, is an international not-for-profit membership organization established to promote environmentally appropriate, socially beneficial, economically viable and overall sustainable management of the world's forests. FSC AC is the owner of FSC's trademarks and has developed the FSC Certification Scheme which supports the preservation of worldwide forest resources.

Whereas, the FSC Global Development GmbH (hereinafter '**FSC GD**'), with registered office at Adenauerallee 134, 53113 Bonn, Germany, is a company with limited liability wholly owned by FSC AC and constituted according to German law. Its principal corporate purpose is to conduct the licensing business related to the FSC trademarks, to protect the FSC trademarks worldwide and to ensure their universal recognition. Furthermore, FSC GD is responsible for strengthening the FSC Certification Scheme and all associated values, objectives and tasks on a worldwide basis. Moreover, FSC GD's missions is to strengthen the global FSC Network and contribute to biodiversity and responsible forest management worldwide. In this regard, its particular purpose is to increase the number of certificate holders and to enable equal access to the benefits of the FSC systems for third parties.

Whereas, FSC IC is a not-for-profit company with limited liability wholly owned by FSC AC and constituted according to German law. It develops principles and standards for the FSC certification scheme and fulfills its charitable functions within the meaning of the German Fiscal



Code through the promotion of ecology and the environment, in particular with regards to the world's forests in furtherance of the common good. This includes the lead in and development of the FSC policy and standards program. Furthermore, FSC IC is furthering the implementation of educational and other professional training programs that support the conservation of forest resources. In addition, FSC IC performs fundraising activities relating to its charitable purpose.

Whereas, the ASI - Assurance Services International GmbH (hereinafter '**ASI**'), with registered office at Friedrich-Ebert-Allee 69, 53113 Bonn, Germany, is a company with limited liability wholly owned by FSC AC and constituted according to German law. ASI performs accreditation services for independent companies in relation to the FSC Certification Scheme and also further schemes from other certification programs and expressly recognizes the legal personality of FSC IC, FSC AC and its subsidiaries.

Whereas, the **Member** states that he/she has the necessary availability, ability and experience to fulfil the objectives of this Agreement and expressly recognizes the legal personality of FSC AC and its subsidiaries.

Now therefore, in view of the Preamble, the Parties agree as follows:

1. Purpose & Scope

- 1.1. This Agreement lays down the terms and conditions between the Parties in relation to participating as a member in the FSC Working Group.
- 1.2. The Member agrees, as part of pro bono activities to support FSC IC's charitable mission.
- 1.3. Add the purpose of the Working Group

2. Duration & Termination of membership

- 2.1. The FSC Working Group has an expected completion date add date. This Agreement shall expire upon the finalization of the activities as per Terms of Reference attached hereto as Annex 2.
- 2.2. This Agreement may be terminated by either Party by giving due written notice two (2) weeks in advance if the date of termination.

3. Expenses & Payments

- 3.1. Both Parties agree that no service fees shall be paid for participating and being a Member in the FSC Working Group.
- 3.2. Additional reasonable, ordinary and necessary expenses properly incurred by the Member in connection with his/her agreed tasks or obligations under this Agreement that have been approved by FSC IC in writing in advance will be refunded upon presentation of relevant receipts and claim for compensation of expenses. For the avoidance of doubt, travel expenses will only be reimbursed if economy class is used and otherwise for a maximum of thirty Cent (0,30 €) per kilometer. The Member shall use paper or electronic pdf-version of FSC IC invoice including attached copies, scans or receipts and vouchers numbered and referenced in the invoice. The FSC IC expense claim form will be provided to Member upon written request. Reimbursement takes only place if aforementioned prerequisites are fulfilled.



- 3.3. All payments by FSC IC hereunder shall be effected by electronic transfer. Each Party shall bear its own costs of the money transfer.

4. General Obligations of the Parties

The Parties shall collaborate in good faith and in accordance with the terms and conditions of the Agreement.

5. Principal Obligations of the Member

The Member shall perform its tasks and obligations under this Agreement in good faith and in accordance with the terms and conditions contained herein. In particular, without limitation, the Member shall:

- 5.1. apply all provisions of this Agreement in a responsible and efficient manner;
- 5.2. not initiate, promote, act or be otherwise party to or publish any public statement or otherwise take any public position which is in conflict with this Agreement;
- 5.3. not directly or indirectly, intentionally or through negligence discredit or damage or permit discrediting or damaging the reputation of FSC AC and its further subsidiaries, its affiliates, its members or its partners;
- 5.4. not engage with any third party which may directly or indirectly discredit or damage or permit discrediting or damaging of the reputation of FSC AC and its subsidiaries, its affiliates, its members or its partners.

6. Intellectual Property Rights

- 6.1. The Member agrees to promptly disclose to FSC IC all works possibly produced in connection with his/her membership in the FSC Working Group after request from FSC IC. To the extent legally permitted, FSC IC shall be the sole and original owner of, and shall have sole and exclusive right, title and interest in and to, the works produced by the Member.
- 6.2. In addition, the Member hereby assigns, and agrees to assign, to FSC IC at any time and without additional compensation, irrevocably, exclusively and in perpetuity, any and all right, title and interest, whether now existing or hereafter arising, that the Member may have in or to those works. The Member herewith irrevocably and in perpetuity grants the FSC IC a royalty free and exclusive right to use, copy, publish, alter, sublicense and distribute the works worldwide. FSC IC shall be authorized but not obliged to use the granted rights and shall have the right to use the granted rights in any whatsoever form including new innovative forms of use (e.g. templates, business cards, advertising Products, websites etc.) and to register the works as trademarks. The exclusive license of the intellectual property rights shall have the maximum possible duration according to any applicable law.
- 6.3. All rights in any materials which might be provided by or anyhow obtained from FSC IC, FSC AC or its further subsidiaries or affiliates are and belong exclusively to their respective owner and no right, title or interest in or to any of the same is granted, transferred or assigned to the Member. For the avoidance of doubt, all



FSC logos, trademarks, trade names and copyright works and other data used in or in conjunction with or otherwise relating to the materials shall remain FSC's sole property.

7. Assignment & Subcontracting

- 7.1. Both Parties are independent contractors. The Member shall make it clear in all dealings with third parties that he/she is not an agent of FSC IC and has no authority to represent, bind or commit FSC IC in any way.
- 7.2. The Parties agree that FSC IC shall be authorized at any time to assign its rights and obligations under this Agreement partially or entirely to FSC AC or a wholly owned subsidiary of FSC AC named in the Preamble above, by informing the Member.

8. Law & Jurisdiction, ADR

- 8.1. This Agreement is construed in accordance with and shall be governed and interpreted by the laws of Germany.
- 8.2. The Parties shall settle amicably through direct negotiations any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement.
- 8.3. Should such negotiations fail, any disputes shall be finally settled according to the Arbitration Rules and the Supplementary Rules for Expedited Proceedings of the German Institution of Arbitration e.V. (www.dis-arb.de) without recourse to the ordinary courts of law. § 1059 ZPO (German Civil Law Procedure) will remain unaffected.
- 8.4. The place of arbitration shall be Cologne, Germany. The arbitration tribunal shall consist of three (3) arbitrators. The substantive law of Germany shall be applicable to the dispute. The language of the arbitration proceedings shall be English.

9. Miscellaneous

- 9.1. This Agreement supersedes and replaces all previous negotiations, representations or understandings between the Parties relating to the subject matter hereof. Amendments, alterations and/or riders to this Agreement, also changes to this subsection, must be confirmed in writing in order to be legally valid. § 305b BGB (German Civil Code) remains unaffected. The burden of proof shall be borne by the Party referring to an oral agreement superseding this Agreement.
- 9.2. Either Party shall in all respects comply with any and all applicable laws, regulations and orders of governmental authorities and agencies of Germany and other countries having jurisdiction.
- 9.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.



10. Signatures

Place, Date

Place, Date

For and on behalf of FSC IC

The Member



Annex 1: Confidentiality and Non-Disclosure Agreement

Between

- (1) FSC International Center gGmbH,
Adenauerallee 134, 53113 Bonn, Germany,
represented by the Managing Directors: Dr. Hans-Joachim Droste and
Mr. Stefan Salvador

-hereinafter 'FSC IC'-

and

- (2) add full legal name (add Mr./Mrs./Ms./to individuals)
add full registered address, including city, ZIP code and country
represented by: (add legal representative(s), (add Mr./Mrs./Ms.) if any, incl. position;
for individuals, please delete

-hereinafter 'Member'-

1. Confidentiality and Non-Disclosure

- 1.1. The Member acknowledges that all Confidential Information (as defined below) constitutes a valuable, proprietary and confidential asset.
- 1.2. For purposes hereof, 'Confidential Information' refers to information related to the business of and/ or belonging or pertaining to:
 - 1.2.1. FSC IC, FSC AC and its subsidiaries;
 - 1.2.2. the full FSC certification scheme including the FSC accreditation program, FSC certification system, FSC licensing program, FSC membership program and the FSC policy and standards program
 - 1.2.3. applicants to and/or participants in the FSC certification and accreditation program;
 - 1.2.4. information on business, affairs, finances, trade secrets, plans, strategy, marketing plans, business plans, proposals, projects, campaigns, software, designs, marketing plans, business opportunities;
 - 1.2.5. associated organizations of FSC IC, FSC AC and its subsidiaries including business partners, supporters, donors, members, all applicants for FSC accreditation and/or prospective or targeted, supporters, donors, members and ASI accredited conformity assessment bodies;
 - 1.2.6. information on corporate partners, contracts, technology, dealings with public officials, details on operations, and staff and officers' whereabouts;
 - 1.2.7. donors and stakeholders of FSC IC, FSC AC and its subsidiaries or its associated organizations;
 - 1.2.8. members of the FSC AC and its subsidiaries and/or its staff and subcontractors.and that the Member obtains in connection with its relation to FSC IC.
- 1.3. Confidential Information may be in tangible form (such as written materials, audio, video

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Geschäftsführer | Directors: Dr. Hans-Joachim Droste and/und Stefan Salvador

Handelsregister | Commercial Register: Bonn HRB12589





or other data carrier) or may be learned through conversations to which the Member is a party of or which the Member overhears. All such records, documents, material and information obtained or ascertained by the Member shall be deemed and considered Confidential Information.

- 1.4. The Member, except as authorized in writing by the Managing Director of FSC IC, shall not at any time make any commercial use of, or disclose to any third party, any such Confidential Information as described above.
- 1.5. The Member ensures to restrict disclosure of the Confidential Information solely to its employees, contractors, representatives and/or agents on a need-to-know basis and advise those persons of their obligations hereunder with respect to such Confidential Information.
- 1.6. The Member agrees to indemnify and hold harmless FSC IC, FSC AC and its further subsidiaries from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any claim made by a third party deriving from unauthorized use or disclosure of the Confidential Information.

2. Exemptions

The restrictions on use and disclosure set out in this Agreement will not apply to any information which:

- 2.1. at the date of this Agreement is already known to the Member (as evidenced by written records) and was not acquired directly or indirectly from FSC IC, FSC AC and its subsidiaries and was not subject to any prior duty of confidentiality or secrecy;
- 2.2. at the date of its disclosure to the Member is public knowledge or subsequently becomes public knowledge other than as a result of a breach of confidentiality;
- 2.3. at any time after the date of this Agreement is disclosed to the Member by any third party who did not acquire such information directly or indirectly from FSC IC, FSC AC and its subsidiaries and who is not under any duty of confidentiality or secrecy in relation thereto;
- 2.4. is required to be disclosed by law or order of a court of competent jurisdiction or recognized stock exchange or government department or agency provided that, prior to such disclosure, the Member consults with the Managing Director of FSC IC as to the proposed form, nature and purpose of the disclosure.

3. Duration

The restrictions in this Confidentiality and Non-Disclosure Agreement shall survive the termination of any possible agreement existing between the Parties and shall be in addition to any restrictions imposed on the other party by any other contract, statutes, guidelines or standards and policies. It shall end five (5) years after the date of the last signature.

4. Signatures

Place, Date

Place, Date

For and on behalf of FSC IC

The Member

Annex 2: Terms of Reference

1. Description of Tasks
 - 1.1. Enter description of tasks to be performed by the regional staff member.
 - 1.2. text
2. Deliverables / Timelines
 - 2.1. text
 - 2.2. text