

Logo Usage Licence Agreement

For the use of the AFS and PEFC Trademarks



Between

Australian Forestry Standard Limited, (hereafter “*AFS Limited*”), having its registered office at: 30 Boothby Street, Kedron, QLD 4031 AUSTRALIA (ABN 34 105 321 702)

And

Bord Products Pty Ltd, (hereinafter the “*Logo User*”), having its registered office at: 15-21 Onslow Avenue, Campbellfield, VIC 3061 (ABN 22 169 711 086)

Recitals:

- A. **Bord Products Pty Ltd**, is a Logo User under the Logo User Group C- Processors and Manufacturers of Wood Products (Chain of Custody) wishes to have the right to use the AFS Logo and the PEFC Logo in the course of its business.
- B. AFS Limited owns the intellectual property rights in the AFS Logo, which is a registered Certification Trade Mark # 984827 under the *Trade Marks Act 1995*. AFS Limited 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. AFS Limited agrees to grant a licence to the Logo User to use the AFS Logo and the PEFC Logo with registration number **AFS/01-31-310** and **PEFC/21-31-310** in accordance with the *Logo Use Rules Manual* and on the terms of this Licence Agreement.

Terms of the Agreement:

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

1. Definitions

Term	Definition
AFS	The Australian Forestry Standard [AS 4708: 2013] or subsequent versions of AS 4708 and/or NZS 4708 or subsequent versions of NZS 4708
Certification Certificate	Certificates issued by an accredited certification body to entities for Forest Management or Chain-of-Custody certification recognised under the AFCS. 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.
AFS Limited	The company established to manage the implementation of the AFCS, and the national governing body of the PEFC Council in Australia and New Zealand
AFS Logo	The logo of the AFS, which is copyright material owned and managed by AFS Limited
AFS Logo Use Rules Manual	A document which outlines the rules for use of the AFS Logo and which forms part of this Agreement. Hereinafter referred to as the " <i>Logo Use Manual</i> "
Certification Trademark	The AFS Logo is a registered certification trade mark, which indicates that the goods or the organisation that carry this mark hold AFS certification
AFCS/PEFC Fee	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 AFS Limited. The amount of this fee is specified by AFS Ltd and published at www.forestrystandard.org.au
Logo User Group	There are four groups of Logo Users, as defined in the <i>Logo Use Manual</i> . These are: • A - National Governing Body; • B - Forest owners and managers; • C - Processors and manufacturers of wood products; • D - Industry Associations, supporters and companies not in Categories B and C

Term	Definition
PEFC	The <i>Programme for Endorsement of Forest Certification schemes</i> – a global umbrella initiative for forest certification schemes
PEFC Logo	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 AFS Limited owns the intellectual property rights including the copyright in the AFS 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 AFS Logo and the PEFC Logo in accordance with the *Logo Use Rules Manual*, and with the registration number issued by AFS Limited 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 AFS 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 AFS Certification Scheme or AFS Limited 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 AFS 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 AFS/PEFC fee for use of the AFS and PEFC Logos *the current amount of the annual AFCS/PEFC notification fee* on receipt of the Certification Body Invoice.
- 3.5. The Category D Logo User must pay to AFS Limited for use of the AFS Logo and the PEFC Logo *the current amount of the annual AFCS/PEFC fee* on receipt of the AFS Invoice.

3.6. AFS Limited reserves the right on written notice to increase or decrease the amount of the fees charged during the life of the Agreement. The change in the Fees payable will take effect the year after AFS Limited informed the Logo User of the change.

3.7. The Logo User must inform AFS Limited immediately and truthfully on any changes concerning the Logo User's identification data and certified status.

4. Responsibilities of AFS Limited

4.1. AFS Limited shall use every reasonable endeavour to provide the Logo user with the AFCS appropriate *Logos* within two weeks following the signing the Licence Agreement and the receipt by AFS Limited of payment for the logo issuance fee and/or annual notification fee.

4.2. AFS Limited is obliged to inform the Logo User of any changes to AFS Limited regulations and documentation that concern the AFS Logo and the PEFC Logo usage.

5. Misuse of Logo and Penalties

5.1. The Logo User acknowledges and agrees the use of the AFS Logo and the PEFC Logo is regulated and governed by AFS Limited and is controlled and monitored by certification bodies accredited by JAS-ANZ to undertake AFS Forest Management and CoC certification. The Logo user agrees that unauthorised use of the AFS Logo and the PEFC Logo is prohibited and may lead to legal action being taken against it.

5.2. AFS Limited 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 AFS Limited 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. AFS Limited may impose a contractual penalty for unauthorised on- or off-product use of the PEFC Logo or AFS Logo. The amount of the penalty will be set by AFS Limited, 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. AFS Limited has discretion to alter the amount of penalty for misuse of the AFS 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 AFS Limited.

6. Suspension and Termination

- 6.1. AFS Limited 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 AFS Logo, the AFS Certification Scheme or AFS into disrepute. Withdrawal of the licence granted by PEFC to AFS Limited will result in automatic withdrawal of the licence(s) issued by AFS Limited for use of the PEFC Logo. This would take effect on the same date as the withdrawal of the licence granted to AFS Limited by PEFC.
- 6.2. Either party may terminate the Licence Agreement with three-month prior written notice by registered letter.
- 6.3. AFS Limited 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 AFS Limited. In case of suspicion, AFS Limited 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 AFS Limited determines further investigations are required after the Logo User has provided an explanation concerning the suspected misuse to AFS Limited.
- 6.4. When the Logo User has implemented appropriate corrective measures and met conditions imposed by AFS Limited and given notification that this has been done, AFS Limited may agree to the Logo User resuming its rights under this Agreement.
- 6.5. AFS Limited 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 AFCS certificate (for Forest Management and/or Chain of Custody) recognised by AFS Limited 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 AFCS certificate.
- 6.7. The AFS 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. AFS Limited 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 AFS Limited 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. AFS Limited is permitted to present in a public forum (eg, the AFS Limited 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, AFS Limited with a notification, verified by the certification body, of the on-product use of the AFS Logo/PEFC Logo, eg, 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 AFS Limited with a detailed, free form account of any off-product use of the AFS 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, AFS Limited with a notification, verified by the certification body, of the on-product use of the AFS 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 AFS Limited with a detailed, free form account of any off-product use of the AFS 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 AFS Limited an annual report containing an itemised, free form account of the AFS 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 AFS Logo and the PEFC Logo fees based on an invoice issued by AFS Limited.
- 8.2. The Licence Agreement remains valid and current between both parties based on payment of the annual fee to AFS Limited 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.