Retailers of FSC Labelled Products

The FSC Trademark Services Program (TSP) enables retailers of FSC labelled products to use the FSC Trademarks (logo, name Forest Stewardship Council and initials FSC) to create promotional materials and identify FSC products in catalogues, on websites and the like.

Application process:

Retailers wishing to promote FSC certified products, may apply to obtain a license from FSC Australia if the following criteria are met:

1. The product to be promoted is sourced from an FSC certified supplier (evidenced by invoice), and
2. The organisation does not transform, alter, repack or re-label the goods, and
3. The organisation sells only to final consumers.

Note: your customers must be final consumers of the products, who do not wish to make any further promotion or claim about their purchase.

To apply to use the FSC trademarks, please read the following Trademark standard, and send the following to trademark@fscaustralia.org.

1. Draft promotional materials, including all proposed text and graphics using one or more of the trademarks.
2. Invoices or delivery documents from the supplier, clearly showing:
   a. Chain of Custody Certification number
   b. FSC sales claim (FSC Pure, FSC Mixed or FSC Recycled)
   c. Which products on the invoice are FSC certified.

   These documents prove that the product you wish to promote is certified.
3. Trademark License Agreement (TLA) signed by the applicant, which details the legal requirements relating to the use of the FSC Logo, and the method of payment.

Approval is granted on a per-use basis, so each time the FSC trademarks are used, they must be submitted to FSC Australia for approval.
Guide to using the FSC Trademarks

Once approval has been granted, a trademark pack will be issued, which contains a promotional panel (Figure 1), to be used once on a document, and copies of the FSC logo (Figure 2). The promotional panel includes a unique license number which must be shown with all uses of the FSC trademarks. If the license code is not shown, the use is not authorised.

**Figure 1: The FSC promotional panel and its elements**

![Promotional Panel](image1)

**Figure 2: The FSC logo**

![Logo](image2)

**Style Guide**

The following graphic regulations must be followed for correct reproduction of the FSC Trademarks:

- The proportion and arrangement of its elements (symbol, initials, ®) is not changed.
- The Registered trademark symbol ® in superscript font which represents the registration status of an FSC trademark in the country in which FSC certified products or materials are to be distributed shall be used with the following requirements:
  - Shall accompany the use of the FSC logo.
  - Shall also be added to the initials “FSC” or the words “Forest Stewardship Council” at its first or most prominent use in any text (e.g. FSC® or Forest Stewardship Council®).
- The term Sustainable should not be used in conjunction with FSC trademarks.
- The logo is not reproduced smaller than 10 mm in height,
- There is no text or graphic within the exclusion zone around the logo (defined by using the height of the letters FSC of the logo all around the FSC logo design, Figure 3).

**Figure 3: Example of spacing**

![Spacing Example](image3)

**Figure 4: Color Pantone 626C**

![Pantone 626C](image4)
- Positive Green is the preferred standard colour (Pantone Green, Figure 4), however the Negative Green or Black and white may be used as an alternative (Figure 5 and 6).

- The logo is clearly distinguished in colour from the background, which may not be patterned.
- The FSC license code is included.
- The logo is accompanied by a promotional claim using any of the following options:
  - “The mark of responsible forestry”, or
  - “Responsible Forest Management”

The following are not allowed:
   a. Changing the proportions of the FSC Promotional panel or the FSC Logo
   b. Changing or adding content to the FSC Promotional panel
   c. Making the FSC logo appear to be part of other information
   d. Placing the FSC logo within another border or background
   e. Using more than two colours on the FSC Promotional Panel
   f. Changing the shape of the border or background
   g. Rotating the FSC promotional panel or logo
   h. Violating the clear space requirements
   i. Combining the FSC promotional panel or logo with the user’s own branding in a way which implies association
   j. Placing the FSC logo or the FSC promotional panel on a patterned background, image or using the logo as a watermark.
SCHEDULE 1

Effective Date (to be completed by FSC Australia): _______________________

Agreement Terminates twelve calendar months after this date. Reapplication will be required for the continued use of the FSC trademarks prior to this date.

Checklist for Completion of Application

Read:
- Trademark Standard
- Information for Retailers document

Complete:
- Payment section on Page 2
- Applicant Details on Page 3
- Sign, date and indicate the city on Page 7

Submit:
- Trademark License and Service Agreement
- Copy of Draft Promotional Materials
- Invoices or Delivery Documents (For promotion of FSC certified products)
- Payment Method Section
Fee Schedule

<table>
<thead>
<tr>
<th>Categories</th>
<th>(AUD $, GST Exclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 0: Registration only for not-for-profit organisations that make claims, but do not trade</td>
<td>0.00</td>
</tr>
<tr>
<td>Category 1: Registration and up to 2 hours work</td>
<td>200.00</td>
</tr>
<tr>
<td>Category 2: Registration and between 2 - 4 hours work</td>
<td>500.00</td>
</tr>
<tr>
<td>Category 3: Registration and between 4 - 7 hours work</td>
<td>700.00</td>
</tr>
<tr>
<td>Category 4: Registration and more than 7 hours work</td>
<td>800.00</td>
</tr>
</tbody>
</table>

Method of Payment

PAYMENT – OPTION 1

The promotional use of the FSC Trademark is included in membership of FSC Australia, or for Retail supporters.

☐ Applicant is a current retail supporter/member.

To become a member, or retail supporter of FSC Australia, please visit the following pages

Members: [http://www.fscaustralia.org/get-involved/become-a-member](http://www.fscaustralia.org/get-involved/become-a-member)

Retail Supporters: [http://www.fscaustralia.org/get-involved/become-a-retail-supporter](http://www.fscaustralia.org/get-involved/become-a-retail-supporter)

Please annex your completed application form to this document, and email to trademark@fscaustralia.org

PAYMENT – OPTION 2

Applicant will be charged as per the below Fee Schedule for time taken to process the application. Invoice will be forwarded to you.

Payment Method (Please tick):

☐ Credit Card

Name on Card: ___________________________   ☐ Visa   ☐ MasterCard


Expiration Date: MM: YY:

☐ Invoice Us

FSC Australia will send you an invoice for payment. Payment is due within 7 days of issue. Non-payment automatically revokes authorisation for trademark usage.

Thank you for your interest in, and support of, FSC Australia. Together we can ensure forests are managed responsibly for the benefit of future generations.
Trademark License and Service Agreement for Non Certificate Holders for the FSC Certification Scheme

Between

Responsible Forest Management Australia Ltd trading as FSC Australia,
ACN 120 667 870 of 96-104 Dryburgh Street North Melbourne Victoria 3051

-and

Company name:________________________________________________________
Company representative:_________________________________________________
Address:_________________________________________________________________
ABN/ACN:______________________________________________________________

-hereinafter ‘TSP’ -

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 Appendices, Schedules, FSC Trademark Requirements, FSC Certification Requirements and any and all other Addenda to it, the Appendices, FSC Trademark Requirements, FSC Certification Requirements and any and all other Addenda to it shall prevail.
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 Australia and/or New Zealand.

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.

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 Licensee shall pay the TSP a fee calculated by the TSP in accordance with Schedule 1.

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.

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.

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. 
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 This agreement commences on the Effective Date and terminates twelve calendar months after the Effective Date.

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:

10.3.1 fails to demonstrate compliance with the requirements of this Agreement;

10.3.2 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.

12 Signatures

________________________________________________________________________
City, date  City, date

________________________________________________________________________
For the TSP  For the Licensee
Annex 1: Licensed Materials

FSC AC’s Trademarks

1.1 Checkmark-and-tree logo

1.2 ‘FSC’

1.3 ‘Forest Stewardship Council’