Contents

2 Introduction – What is the Carbon Footprint Label?
3 How to use the Label
4 How the Label should not be used
6 Stacked use of Label
7 Guidance for use
8 Adding the description to the Label
9 Applying the Label – Typefaces
10 – Minimum size
11 – Colour
12 What to avoid
13 Supporting copy
14 Explaining the Carbon Footprint Label
15 Carbon Licence Agreement
22 Contact details
23 Disclaimer
Introduction – What is the Footprint Label?

Everything we buy, produce and use has a carbon or water footprint. The carbon footprint of a product or service is the total carbon dioxide (CO₂) and other greenhouse gases emitted during its life. It includes production, use and disposal. Similarly, the water footprint is a representation of the embedded water on a product throughout its entire lifecycle.

Devised by the Carbon Trust, the Footprint Label is a way for companies to show they have accurately measured the carbon or water footprint of a product or service.

The Carbon Trust requires that companies follow these style guidelines for effective use of the Footprint Label in line with the terms of their Licence and for their Licensed Products only.
How to use the Label

On-pack labelling is not a mandatory requirement of footprinting – point-of-sale, online and event stands, for example, are all acceptable means of customer communication. We have options for B2B customers and B2C customers to avoid confusion over what precisely has been labelled.

However, for all applications, the Label must clearly refer to the specific Licensed product, examples of correct applications below:

- **Point-of-sale**: At point-of-sale, for example in a supermarket, the Footprint Label must clearly refer to a specific product, e.g. washing powder.

- **On-pack**: On-pack, for example a packet of crisps, the Footprint Label may be used on the front as well as the back of pack, or it can be used only on the back of a pack at the brand owner’s discretion.

- **Online**: Online, for example when labelling a Bank Account, the Footprint Label must clearly refer to the account in question rather than the bank as a whole.

- **Sales Literature**: Within sales literature, for example a product catalogue, the Footprint Label must clearly relate to the certified product/s.

- **Press Release**: Within a press release, a company may inform its staff or customers of its measurement work, and explain how the Footprint Label is read.
How to use the Label continued

Approval process:

As outlined on the previous page, the Footprint Label can be used in a variety of situations. This list is not exhaustive however, and we welcome your ideas on other ways to communicate your product footprint to your audience.

Please ensure that all applications of the Label are sent to footprint@carbontrust.com for approval prior to print or launch. This is to assist us and yourselves in ensuring the Label is used consistently, helping it to remain a strong and recognisable mark for the consumer.

Please see page 23 for contact details.
How the Label should not be used

The Footprint Label is product specific. Therefore it should not be used to refer to an entire company or organisation. Please see below some general examples of incorrect applications for the Label:

On secondary outer packaging, for example a carrier bag which has not been included in the carbon measurement, the Footprint Label should not be used.

On business stationery, for example an invoice, business card or letterhead, the Footprint Label should not be used as a ‘sign-off’ or company endorsement.

Corporate literature, for example an Annual Report, cannot carry the Footprint Label where it would imply an endorsement for the whole company, e.g. On outer covers. If however, you would like to refer to your carbon labelling work, you can use your Label inside the publication.

Please note: There are some specific examples where the service that has been footprinted has allowed logos to appear on invoices and carrier bags so please do discuss particular details with us first before ruling them out.
Stacked use of Label

The Footprint Label consists of 2 mandatory elements:
1. Carbon Trust
2. The footprint icon

The use of both key elements is mandatory whenever the Footprint Label is used.

Exclusion zone

The exclusion zone should be a minimum distance equal to 2x height of capital ‘T’ in Trust, must be kept clear around the logo, shown right.

No other type, illustrative or graphic elements, may appear within the exclusion zone – apart from agreed supporting elements.
**Guidance for use**

Customers may be able to license logos when they have demonstrated one of the following:

1. **Measurement of the Footprint of a product or service at an SKU level (individual product or service).**

2. **Reduction of the Footprint of a product or service at an SKU level, over a period of time agreed with the Carbon Trust.**

3. **Measurement of the Footprint of a product or service at an aggregated level (a group or category of products or services, e.g. a brand’s entire range of milk or laptop computers).**

4. **Reduction of the Footprint of a product or service at an aggregated level (a group or category of products or services, e.g. a brand’s entire range of milk or laptop computers) over a period of time agreed with the Carbon Trust.**

Customers are able to add further information if they wish using a version of the label with an additional panel for explanatory wording.
Adding the description to the Label

The description allows our customers to explain to their consumers what action has been taken with the respect to the specific product or category of products.

These are logo options for products where a Footprint has been measured or is being reduced at an SKU level or as an average across a category of products, and to different standards.

Your account manager will advise which specific options are viable in your case.

Adding the number to the Label

The measurement number is not a mandatory element. You can choose to use the number on your Licensed product if you wish.

The functional unit and the number itself will be as per your certification letter. Use the rounded numbers as per your certification letter when communicating the number on the Label. Please ensure that you use the signed off number(s) and functional unit. If you are in any doubt or don’t have the certification letter please contact your Carbon Trust customer and project manager. Proofs of the Label and its position on pack must be signed off by your Carbon Trust Marketing Manager before going to print.
Applying the Label

Typefaces

The Carbon Footprint Label uses Futurist. The standard Label artwork provided will have these fonts outlined.

If, however, you or your agency need to add a carbon or water measurement number, these fonts will be required.

Futurist
Applying the Label

Minimum size

To retain maximum legibility at all times, it is essential that the Label is never reproduced below the minimum size – 32mm.

Printed text of the supporting copy must not be printed below 4pt. Most importantly the text must be legible at minimum size.

Supporting copy should be written in conjunction with Carbon Trust Assurance Limited and should be agreed before publication.

Minimum size for screen use – web

The cap height of text within supporting copy on-screen shouldn’t measure less than 6 pixels high. Most importantly the text must be legible at minimum size.
Applying the Label

Colour

Where possible, the Footprint Label is reproduced in black, and to ensure good stand out, the area enclosed by the key-line should appear white.

Exceptional circumstances

Depending on the colour of the background the logo may be applied without its solid white background. If printing with two colour process, the Label can be printed in a colour other than black or white. These versions require brand approval, please see page 23 for contacts.
What to avoid

It is vital for the recognition of the Footprint Label, that it is applied consistently in accordance to these guidelines.

Do not stretch, distort, alter or re-create the Label in any way.

The following rules on misuse of the Footprint Label apply to all versions.

Don't re-order the elements within the Label.

Don't distort the Label.

Don't turn the footprint on its side.

Don't reproduce the Label in colours other than black and white, unless you are printing in two colour and this therefore cannot be avoided. Always get brand approval.

Don't use the footprint as a stand alone graphic.

Don't alter the key elements or anything in the Label, other than footprint measurement and unit type; as described in these guidelines.

Don't use this Label version on a busy background, or without brand approval. Always ensure legibility.

Don't use the assets as images, e.g. embossed/engraved.
Supporting copy

If you wish to include more information in the Label please have this agreed with Carbon Trust prior to design of artwork.

1a. Carbon footprint explanation: “The carbon footprint of this product is the total carbon dioxide (CO₂) and other greenhouse gasses emitted during its life, including production, use and disposal”.

1b. Water footprint explanation: “The water footprint of this product is the total water used during its life, including production, use and disposal”.

This wording can be tailored to your Licensed Product or Service, with the carbon/water measurement number incorporated if relevant and if required.

2. Customer action: Brands can give consumers guidance on how to reduce the Footprint of the Licensed product. For example in-use guidance – cooking methods; recycling – or the carbon/water saving ability of the product. This guidance should refer specifically to the Licensed Product carrying the Label and be approved by the certifying body.

3. Comparisons to other footprints are possible, please obtain guidance on whether this is feasible and accurate in your case from Carbon Trust Certification Ltd.

4. Reduced measurement: If the carbon or water emissions of a Licensed Product have been reduced, a new Reducing Label can refer back to a previous measurement to demonstrate the achievement. Sample text is as follows:

“The carbon/water footprint of this product has been reduced by X% over a Y year period”

5. Additional messages: Further customer messages can be added provided they are relevant to the footprint measurement and the Footprint Label. Please consult your customer and project manager for authorisation.

Editable templates have been created to contain the supporting copy. Text must be entered in Din. For all artwork contact a brand guardian, see page 25.
Explaining the Footprint Labels

The following copy can be used to help explain what Footprint Labels are and how your company is working to achieve them. These words can be used alongside the Example Label in communications:

The Carbon Footprint Label
Devised by the Carbon Trust, Carbon Footprint Labels provide the carbon footprint of products and services, helping consumers to make informed choices so together we can reduce our carbon footprints.

The Water Footprint Label
Devised by the Carbon Trust, Water Footprint Labels provide the water footprint of products and services, helping consumers to make informed choices so together we can reduce our carbon footprints.

Our relationship with the Carbon Trust
Carbon Trust Certification was set up by the Carbon Trust to help meet the needs of businesses and their consumers. The Carbon Trust is a world-leading organisation helping businesses, governments and the Public Sector to accelerate the move towards a low carbon, sustainable economy through carbon reduction, energy saving strategies and commercialising low carbon technology.

Your work with the Carbon Trust
We are working with the Carbon Trust to measure the carbon emissions of some of our products. We have undergone rigorous carbon analysis to enable our products to carry the Carbon Footprint Label.
Carbon License Agreement

This Licence is between Carbon Trust Assurance Limited (06547658), a company registered in England and Wales, whose registered office is at 4th Floor, Dorset House, 27-45 Stamford St., London SE1 9NT ("we", "us", "our" or "Licensor"); and the licensee identified in the Cover Sheet ("you", "your" or "Licensee").

BACKGROUND

(A) The terms defined in clause 12 (Definitions) have the same meaning in these Recitals.

(B) One or more of the Licensee’s Products have undergone a Carbon Footprint Assessment and have been Certified in accordance with a contract entered into between you and Carbon Trust Certification Ltd. (the "Certification Contract").

(C) The Licensor, as legal and beneficial owner of the Footprint Label in the Registered Territories, wishes to grant to the Licensee, and the Licensee wishes to accept, a licence to use the Footprint Label on or in connection with Licensed Products on the terms and conditions of this Licence.

AGREED TERMS

1 GRANT AND SCOPE OF LICENCE

1.1 In consideration of your compliance with (a) the Guidelines; and (b) the terms of this Licence, we grant you, with effect from the Effective Date, a non-exclusive, non-sublicencable, non-assignable licence to use the Footprint Label in respect of:

1.1.1 the Licensed Products; and

1.1.2 for the Certification Period relevant to those Licensed Products.

1.2 If you wish to use the Footprint Label in respect of Non-Licensed Products, you must first apply to us to have the Non-Licensed Products become Licensed Products and added to the relevant Certification Letter. Such application must identify the relevant Non-Licensed Products and include a copy of the Certification Letter relating to such Non-Licensed Products. Upon receipt of such application and Certification Letter, and upon agreement of the Parties, we shall issue a letter (a "New Licensed Product Letter") in respect of the Non-Licensed Products, confirming that the Non-Licensed Products have been added to the Certification Letter and become Licensed Products for the purposes of this Licence ("Additional Licensed Products").

1.3 Where a Non-Licensed Product has become an Additional Licensed Product in accordance with Clause 1.2, the Certification Period relating to such Additional Licensed Product shall be the period beginning on the date of the New Licensed Product Letter relating to that Additional Licensed Product and ending on the expiry (or earlier termination) of the Certification Letter relating to that Additional Licensed Product and the terms of this Licence shall apply to such Additional Licensed Products for that Certification Period.

1.4 For the avoidance of doubt, where a Non-Licensed Product has been added to a Certification Letter as an Additional Licensed Product in accordance with Clause 1.2, the expiry date of that Certification Letter shall (unless otherwise expressly amended by us entirely at our discretion) remain unchanged and the Certification Period shall expire at the same time in respect of all Licensed Products to which the Certification Letter relates.

In such an event (i) the Regulations shall take precedence in that territory over this Licence for so long as the Footprint Label is registered as a certification mark in that territory and/or (ii) we may, in our discretion, terminate this Licence with respect to that Registered Territory and re-issue a substitute licence to you for use of the Footprint Label in that Registered Territory as a certification mark for the remainder of the Certification Period in accordance with those regulations.

2 LICENSEE’S OBLIGATIONS

2.1 You undertake that you shall at all times:

2.1.1 only use the Footprint Label in accordance with the terms and conditions of this Licence and the Guidelines and any additional conditions as may be specified in the Certification Letter;

2.1.2 do nothing which may be taken to indicate that you have any right, title or interest in or to the Footprint Label (other than the licence granted herein). The Footprint Label is the Licensor’s property; any goodwill derived from your use of the Footprint Label will accrue to the Licensor, and you now assign to the Licensor that goodwill (and will, promptly at the Licensor’s request, execute a confirmatory assignment of that goodwill at any time);
2.1.3 during the term of this Licence not dispute or challenge the validity of our rights to the Footprint Label;

2.1.4 only use the Footprint Label in respect of the Licensed Products set out in the relevant Certification Letter; and

2.1.5 only use the Footprint Label in the Registered Territories or, at your own risk, worldwide in accordance with the terms of this Licence.

2.2 You shall on request give to us all and any information about the use of the Footprint Label that we may reasonably require.

2.3 You shall not hold anywhere in the world any applications or registrations for trademarks that contain the Footprint Label or any confusingly similar word or words (and shall not authorise or assist any third party to do so).

2.4 You shall not use any trade mark or image or corporate or trading name, which is confusingly similar to the Footprint Label.

2.5 You will not use the Footprint Label in any manner that in our reasonable opinion (i) is misleading; or (ii) could bring us or our Group into disrepute.

2.6 In the event that the Footprint Label is registered as a certification mark in any territory, you shall comply with any regulations or rules published in that territory in relation to the use of that certification mark in that territory (the “Regulations”).

3 RE-CERTIFICATION AND COMMITMENT TO REDUCE

3.1 Subject to Clause 3.3, upon expiry of the Certification Period for a particular Licensed Product, this Licence expires in relation to such Licensed Product and is not automatically renewable.

3.2 If you wish to renew this Licence in respect of any such Licensed Product, you must:

3.2.1 apply to us to have the Licensed Product re-Certified; and

3.2.2 upon successful re-Certification of such Licensed Product (a "re-Certified Product"), identify the re-Certified Product in, and include a copy of, the most recent Certification Letter for such re-Certified Product.

3.3 Where a Licensed Product has not been re-Certified prior to the expiry of the Certification Period, we may (but are not obliged to) extend the Certification Period for such Licensed Product by an additional period of up to 12 weeks (the “Grace Period”).

3.4 We may, in our sole discretion, extend the Grace Period, subject to payment by you of a licence fee to be determined in our sole discretion and to any other terms which we may impose.

3.5 In the event that the Licensed Product is not re-Certified by the expiry of the Certification Period or, if applicable, the Grace Period for such Licensed Product(s), the provisions of Clause 9 of this Licence shall apply and the relevant Licensed Product shall cease to be a Licensed Product with effect from such expiry.

3.6 Where a Licensed Product becomes a re-Certified, and if we agree to renew this Licence in respect of such re-Certified Product:

3.6.1 the Fee (as may be adjusted by us in our sole discretion in respect of the Certification Period for the re-Certified Product) shall be payable in respect of the new Certification Period for the re-Certified Products; and

3.6.2 the use of the Footprint Label shall [unless the Parties agree otherwise] be on our standard terms and conditions as shall be applicable at the time, which may differ from the terms and conditions of this Licence.

3.7 Upon renewal of the Licence, if requested by us, you shall execute a new Licence to reflect changes to our standard terms and conditions (including, if relevant, the Fees).

In such an event, we shall notify you of such standard terms and conditions and if you have elected to display the Footprint Label with the unique carbon footprint of such Licensed Product(s), the renewed Licence shall be subject to the modification by you of the Footprint Label to bear the new unique carbon footprint of each such re-Certified Product(s) contained within the associated Certification Letter provided upon renewal.

3.8 You shall, during the re-Certification of Licensed Products, notify us of the packaging change dates for such re-Certified Products ("Packaging Dates"). We shall use reasonable efforts to notify you of any modification to the Footprint Label as soon as practicable prior to the Packaging Date next following the determination of such modification and such modification of the Footprint Label shall be effected by you at the next Packaging Date following receipt of the renewed Certification Letter, provided that such packaging change occurs no later than 26 weeks after receipt of the renewed Certification Letter, unless otherwise agreed by us in our sole discretion.
3.9 If you have agreed to use reasonable endeavours to achieve GHG Reduction of the Licensed Products during the Certification Period (the “Commitment”), then as part of this Commitment, you will ensure and demonstrate to us that in respect of the Licensed Products:

3.9.1 you have put in place appropriate management systems to enable or facilitate your compliance with the Commitment;

3.9.2 a senior member of your management has responsibility for ensuring your compliance with the Commitment; and

3.9.3 you shall set and monitor performance targets to enable you to comply with the Commitment.

3.10 Without prejudice to the generality of Clause 3.1, if on expiry of the Certification Period with respect to a Licensed Product you have failed to achieve GHG Reduction in respect of any Licensed Product(s) during the Certification Period, we may (at our option) not renew this Licence in respect of such Licensed Product(s). If you have complied with the Commitment with regards to some but not all of the Licensed Products, then at our sole discretion, a renewed Licence may be granted in respect of only those Licensed Products for which compliance with the Commitment can be shown.

4 FEE

4.1 In consideration of all rights and permissions granted herein, you agree to pay us the Fee in respect of each Certification Period. We reserve the right to amend, in our absolute discretion, the Fee in respect of the Certification Period for any re-Certified Product. We shall notify you of any such amendment prior to any renewal of this Licence.

5 LIABILITY AND WARRANTIES

5.1 The Licensor has made such searches and enquiries as have been considered appropriate (including a full search of the UK Trade Marks Register (extending to the OHIM Community Trade Marks [CTM] Register, and International Registers – designating UK and CTM)) and to the best of the Licensor’s knowledge, information and belief, no likely conflicts to the use or registration of the Footprint Label in the Registered Territories have been located. The Licensor has made no such searches or enquiries regarding use of the Footprint Label outside of the Registered Territories.

5.2 Nothing in this Licence Agreement excludes or limits the parties’ liability in respect of:

5.2.1 death or personal injury caused by its negligence (including negligence of its employees, agents or contractors); and

5.2.2 fraud or fraudulent misrepresentation.

5.3 Subject to clause 5.2 the Licensor will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your use of the Footprint Label outside of the Registered Territories.

5.4 You shall be responsible for compliance with any and all relevant laws, regulations, industry standards and codes (including without limitation advertising standards) which may apply to the distribution, marketing and sale of Licensed Products, the packaging and retail information for which uses the Footprint Label.

5.5 Neither we, nor our Group, shall be liable to you for loss or damage arising from or in connection with, any representations, agreements or statements made in respect of the Footprint Label or this Licence unless they are expressly incorporated or referred to in this Licence.

5.6 The total and aggregate liability of us under this Licence will not at any time exceed an amount equal to the most recent Fee paid (or, where not yet paid, owed) by you to us under this Licence.

6 INFRINGEMENTS AND CONDUCT OF CLAIMS

6.1 You acknowledge that, as between you and us, we shall have the conduct of all proceedings relating to the Footprint Label, and you will, at our reasonable request, co-operate with, and assist, us (at our cost) in any action, claim or proceedings brought or threatened by or against any third party in respect of the Footprint Label. If you become aware of any third party activity which amounts or may amount to an infringement of our registered or unregistered rights in relation to the Footprint Label you shall notify us of such activity promptly in writing.

6.2 You shall indemnify the Licensor against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses)
suffered or incurred by the Licensor arising out of or in connection with [i] the use of the Footprint Label by you in breach of this Licence or [ii] any claim for infringement of a third party’s intellectual property rights arising from your use of the Footprint Label outside of the Registered Territories.

6.3 If any claim is made, or is likely to be made, against you alleging that the use of the Footprint Label in accordance with the terms of this Licence infringes the Intellectual Property Rights of a third party, we may at our sole option and expense (and without limitation to any other of the Licensor’s rights or remedies under this Licence):

6.3.1 procure for you the right to continue using the Footprint Label in accordance with the terms of this Licence; or

6.3.2 modify the Footprint Label so that it ceases to be infringing; or

6.3.3 terminate this Licence immediately by notice in writing to you and refund any of the Fee paid by you as at the date of termination (after the cessation of any usage of the Footprint Label by you) prorated in respect of the period post-cessation, provided that where we modify the Footprint Label pursuant to Clause 6.3.2, you shall have the same rights in respect thereof.

7 PROMOTION AND ADVERTISING

7.1 You undertake to ensure that the use of the Footprint Label in any of your advertising, promotional or marketing materials shall in no way reduce or diminish the reputation or image of the Footprint Label.

7.2 You shall not use the Footprint Label on any packaging, advertising, promotional or marketing materials which has not been approved by us. You shall send to us for our prior approval the text and layout of all proposed packaging, advertisements, and promotional and marketing material containing or referring the Footprint Label. We shall give you written notice of our approval or disapproval of such materials within 20 days of our receipt of them. In the absence of a written notice of disapproval within 20 days of receipt of such materials, the materials shall be deemed to have been approved by us.

8 TERM AND TERMINATION

8.1 Subject to Clause 8.2, this Licence shall be effective from the date of this Licence and shall continue in force with full effect until the earlier to occur of:

8.1.1 termination of this Licence in its entirety in accordance with Clauses 8.3 to 8.5; or

8.1.2 the expiry of the Certification Period (including any renewed Certification Period) of, or revocation of this Licence with respect to, the last remaining Licensed Product which is the subject of this Licence (the “Last Product”); or

8.1.3 suspension or withdrawal of Certification with respect to the Last Product under the terms of the Certification Contract, whereupon, subject to Clause 8.7 and with the exception of our rights in respect of any outstanding Fees payable by you, all rights granted under this Licence shall expire upon termination or expiry of this Licence.

8.2 In respect of each Licensed Product which is the subject of this Licence, this Licence shall be effective and shall continue in full force until the earlier to occur of:

8.2.1 the expiry of the Certification Period (including any renewed Certification Period) relating to that Licensed Product;

8.2.2 revocation of this Licence in respect of that Licensed Product in accordance with the terms of this Licence;

8.2.3 withdrawal or suspension of Certification with respect to that Licensed Product under the terms of the Certification Contract; or

8.2.4 expiry or termination of this Licence in its entirety in accordance with Clause 8.1.1 above.

8.3 We shall be entitled to revoke, reduce the scope of, refuse to issue or renew or terminate all or any part of this Licence immediately in any of the following events:

8.3.1 if you cease to carry on the business in relation to which you are licensed to use the Footprint Label; or

8.3.2 if you challenge the validity of the Footprint Label or challenge our exclusive rights in or to the Footprint Label; or

8.3.3 in the event of a Licensee Infringement Claim; or

8.3.4 if you fail to pay any Fees when due.

8.4 Either Party shall be entitled to terminate this Licence immediately in any of the following events:

8.4.1 by mutual agreement of the Parties in writing;

8.4.2 if the other Party commits a material breach of this Licence; or

8.4.3 if the other Party becomes Insolvent.

8.5 You shall immediately inform us in the event that
you are subject to a change of control or merger. In such event, we reserve the right to terminate the Licence.

8.6 For the avoidance of doubt, breach of Clause 2.5 shall be deemed a material breach for purposes of Clause 8.4.2 above, and we shall be entitled to terminate this Licence accordingly.

8.7 In addition to the survival of clauses 2.1.2, 2.2 to 2.6, 5.1 to 5.6, 8.7, 9.11.2 to 11.4, 11.7 and 12, expiry or termination of this Licence shall not affect any obligations which, by their nature or expressly, are intended to continue beyond cessation of the Licence.

9 CONSEQUENCES OF REVOCATION OR TERMINATION

9.1 Subject to clause 3 and clause 9.2, if this Licence expires or is terminated or withdrawn (in full or in respect of any particular Licensed Products) pursuant to the terms and conditions of this Licence, you shall:

9.1.1 immediately cease use of the Footprint Label on the affected Licensed Products and anything related to the affected Licensed Products;

9.1.2 immediately remove or obliterate the Footprint Label from the affected Licensed Products and anything related to the affected Licensed Products;

9.1.3 if instructed by us, immediately withdraw from the market the affected Licensed Products and anything relating to the affected Licensed Products, which still bears the Footprint Label;

9.1.4 upon request provide us with signed confirmation of compliance with this clause 9.

9.2 In the event of termination or withdrawal of this Licence (in full or in respect of any particular Licensed Product), or failure to re-Certify Licensed Products in accordance with clause 3, we may, but are not obliged to, extend the period by which such actions listed in clause 9.1 must be taken.

9.3 Upon termination, you shall:

9.3.1 not make, or permit any person to make, reference to the revocation of this Licence and/or the Certification of any Licensed Products in any public announcements, communication or press release [Announcement] without our prior written consent [not to be unreasonably withheld]; and/or

9.3.2 make such reference to the revocation of this Licence and/or the Certification of any Licensed Product(s) in any Announcement as we may reasonably request.

10 CONFIDENTIALITY

10.1 Subject to clause 11.1 and except as otherwise permitted by this clause 10, each party undertakes that it shall not:

10.1.1 at any time disclose to any person the contents of this Licence; and

10.1.2 at any time during this Licence and for a period of one year after termination of this Licence, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of either Party’s Group.

10.2 Each Party may only disclose the other Party’s confidential information:

10.2.1 to its employees, officers, representatives or advisers ("Officers") who need to know such information for the purposes of carrying out that Party’s obligations under this Licence. Each Party shall ensure that its Officers to whom it discloses the other Party’s confidential information comply with this clause 10;

10.2.2 in the case of the Licensor, to an accreditation body and to technical experts where their involvement is necessary for the performance of the Certification or to advisers where such disclosure is necessary for the proper performance of the adviser’s duties, or with third party independent modifiers; and

10.2.3 as may be required by law, court order or any governmental or regulatory authority.

10.3 The obligations under clause 10.1 shall not apply to any information received during this Licence which:

10.3.1 was, by reasonable proof, already in the receiving Party’s possession prior to the time of receipt from the other Party;

10.3.2 is, or becomes, public knowledge other than by default by the receiving Party; or

10.3.3 is lawfully obtained by a Party from a third party having no duty of confidentiality to the other Party in respect of that information.

11 GENERAL

11.1 Registers. A register of your name along with the Certified results of your Carbon Footprint Assessments may be published by us.
11.2 Disputes. In the event of a dispute involving this Licence, the Parties shall use good faith efforts to resolve such dispute and shall follow our Complaints & Appeals Procedure, which shall be made available to you on request.

11.3 Waiver. Any waiver of any provision of this Licence shall be effective only if in writing and signed by both Parties.

11.4 Inadequacy of Damages. The Parties agree that damages alone would not be an adequate remedy for any breach (or threatened breach) of this Licence and that we shall be entitled to remedies of injunction, specific performance or other equitable relief.

11.5 All notices, communications and other correspondence required or permitted by this Licence shall be in writing and shall be sent by (a) facsimile; or (b) post by recorded mail or courier, to the address of the relevant Party as set out in this Licence, or to such other address as such Party may have notified to the other in writing for such purposes. Notices shall be deemed sent and received by means of either (i) a confirmation report in the case of facsimile; or (ii) a signature of receipt or confirmation code in the event of notice by post.

11.6 No Agency or Partnership. Neither Party shall represent itself as agent of the other Party for have the authority to create or assume any obligations on behalf of the other. Nothing in this Licence is intended to create any partnership between the Parties.

11.7 Entire Agreement. This Licence, together with its Schedules (where applicable), contains the entire agreement between the parties with regards to your usage of the Footprint Label within the Registered Territories.

11.8 Variation. No variation of this Licence shall be effective unless it is in writing and signed by the parties.

11.9 Assignment. The licence granted hereunder is personal to you, and you are not permitted to assign, sublicense, transfer or otherwise convey your rights hereunder in whole or in part to any third party without the prior written consent of the Licensor. You will indemnify and hold the Licensor harmless against all liability, costs, and expenses arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of your rights in breach of this Licence Agreement. We may assign, transfer or subcontract our rights and obligations under this Licence to a member of our Group.

11.10 Rights of third parties. For the purposes of the Contracts [Rights of Third Parties] Act 1999 the parties do not intend any term of this Licence Agreement to benefit, or be enforced by, any third party.

11.11 Jurisdiction. This Licence will be governed by English law and the exclusive jurisdiction of the Courts of England.

12 DEFINITIONS

12.1 The following definitions and rules of interpretation in this clause apply to this Licence.

“Additional Licensed Products” has the meaning set out in clause 1.2;

“Carbon Footprint” means the total carbon dioxide and other greenhouse gases emitted during the life cycle of a product or service, measured in terms of carbon dioxide equivalent;

“Carbon Footprint Assessment” means a programme of activity carried out in accordance with the Certification Criteria to examine, evaluate and assess the Carbon Footprint of a Product;

“Certification” means certification by us or by another third party that a Product’s Carbon Footprint has been calculated in accordance with the Certification Criteria, and “Certified” and “Certify” shall be construed accordingly;

“Certification Contract” has the meaning set out in Recital (B) above;

“Certification Criteria” has the meaning set out in the Certification Contract;

“Certification Letter” means the letter generated at the end of the Certification confirming, amongst other things, the Carbon Footprint of the Licensed Products listed therein and the Certification Period, and as further identified in in the Cover Sheet;

“Certification Period” means:

(i) in relation to each Licenced Product, the period of two years from the date of the Certification Letter relating to that Licensed Product (or any other such period specified in that Certification Letter), as may be extended under clause 3;

(ii) in relation to a re-Certified Product, means the period of two years from the date of the most recent Certification Letter relating to that re-Certified Product (or any other such period specified in the that Certification Letter); and (iii) in relation to Additional Licensed Products, the period referred to in clause 1.3;

“Commitment” where relevant, has the meaning set out in clause 3.9;
"Cover Sheet" means the document entitled "Cover Sheet" attached to this document setting out certain details of this Licence;

"Effective Date" means the effective date of the Licence set out in the Cover Sheet;

"Fee" means the fee set out in the Cover Sheet;

"Footprint Label" means EUTM 9454885 and UK 2488986 and the associated registered and unregistered rights in such as amended or substituted from time to time by the Licensor including such trade mark applications and registrations corresponding to this mark as exist from time to time;

"GHG Reduction" means reduction of the greenhouse gas emissions of a Licensed Product;

"Group" in relation to a party, means that party and any company that is, from time to time, under the control of that party, or any company that controls the party or is a company under the control of the same company that controls the party (and "control" in this context means having a majority of shareholder voting rights in a company);

"Guidelines" means the guidelines which are supplied to you from time to time, which set out instructions and information on how the Footprint Label may be used (as amended by us from time to time);

"Impartiality Committee" a committee (operated under our Complaints & Appeals Procedure) which is comprised of independent stakeholders and is responsible for advising us on matters concerning impartiality;

"Insolvent" in relation to a Party, means such Party has become insolvent or steps have been taken to institute formal insolvency proceedings with respect to the such Party that is in such financial position of a type provided for by the Insolvency Act 1986 (or any similar or analogous legislation, whether under English law or otherwise), including without limitation administration, liquidation, administrative receivership, receivership, voluntary arrangement, scheme of arrangement or bankruptcy;

"Licence" means this licence agreement;

"Licenced Products" means those Products the carbon footprints of which have been Certified and which are identified within the Certification Letter (as amended and/or replaced from time to time) and Licensed Products includes any "Additional Licensed Products" and "re-Certified Products";

"Licensee Infringement Claim" means any claim or action alleging that the possession or use of the Footprint Label in accordance with the terms of this Licence infringes the intellectual property rights of a third party, to the extent that such claim or action is attributable to the use of the Footprint Label by you other than in accordance with the terms of this Licence;

"Non-Licensed Products" means those Products which are not Licensed Products;

"Parties" means you and us, and a Party shall mean either one;

"Products" means the good(s) and/or service(s) which are the subject of a Carbon Footprint Assessment;

"re-Certified Product" has the meaning set out in clause 3.2.2;

"Registered Territories" means territories where the Footprint Label is a registered trade mark or certification mark from time to time including the UK and EU (each a "Registered Territory"); a list of such Registered Territories is maintained by us and is available upon your request; and

"Specification" the design and any other criteria used for the manufacture or delivery of the Product.
Contact details

For all Footprint Label artwork and approval, please contact a member of Carbon Trust.

+44 (0)20 7170 7000
certification@carbontrust.com

For all enquiries relating to the Carbon Trust logo, please contact a member of the Carbon Trust brand team: info@carbontrust.com

Thank you.
Disclaimer

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