



License Agreement for the FSC Certification Scheme / FSC认证计划许可协议

Between / 协议双方为

- (1) FSC Global Development GmbH, Adenauerallee 134, 53113 Bonn, Germany / 德國 represented by the Managing Director / 代理人, Kim Bering Becker Carstensen先生,

-hereinafter / 下称: 'FSC GD'-

And / 和

- (2) |

(PLEASE FILL IN NAME & CORPORATE FORM, ADDRESS & DULY AUTHORIZED REPRESENTATIVE IN CAPITAL LETTERS) /

(请以大写字母填写公司名称和法人形式、地址以及正式授权的代理人姓名)

-hereinafter / 下称: 'Licensee'或'被许可方'-

Preamble

前言

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.

鉴于: 森林管理委员会(下称FSC AC)注册办公处所位于Calle Margarita Maza de Juárez # 422, Col. Centro, 68000 Oaxaca, Oaxaca, México, 为国际性非盈利会员组织, 以促进对世界森林进行负责任的管理为宗旨。

Whereas, FSC GD is a German company with limited liabilities wholly owned by FSC AC and constituted according to German Law: Bonn HRB 15990. FSC GD is operating the FSC Licensing Program which includes the licensing of the FSC Trademarks.

鉴于: FSC GD是FSC AC旗下注册地为德国的全资子公司, 并依照德国法律Bonn HRB 15990成立。FSC GD运营FSC的许可项目, 包括FSC商标的许可。

Whereas, the FSC International Center GmbH, with registered office in Adenauerallee 134, 53113 Bonn, Germany, is a German not-for-profit company with limited liability wholly owned by FSC AC and constituted according to German Law: Bonn HRB 12589.

鉴于: FSC国际中心股份有限公司是FSC AC旗下的全资非盈利性有限责任公司, 其注册地址位于德国, 并依照德国法律Bonn HRB 12589成立, 注册办公所在地位于 Adenauerallee 134, 53113 Bonn, Germany。

**Whereas**, the ASI - Accreditation Services International GmbH, with registered office in Friedrich-Ebert-Allee 69, 53113 Bonn, Germany, is a German company with limited liability wholly owned by FSC AC and constituted according to German Law: Bonn HRB 13790.

**鉴于**：ASI——认证服务国际股份有限公司是FSC AC旗下的全资有限责任公司，其注册地位于德国，并依照德国法律Bonn HRB 13790成立，注册办公所在地位于 Friedrich-Ebert-Allee 65, 53113 Bonn, Germany。

**Whereas**, the Licensee is a legal entity eligible for FSC certification. 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.

**鉴于**：被许可方为符合FSC认证的法律实体。被许可方承诺促进世界森林的管理符合环境要求、有益社会、经济可行；拒绝和避免进行不可接受的森林实践活动以及违反FSC认证方案的原则和标准。

**Whereas**, this Agreement refers to the service/certification agreement (hereinafter 'Certification Agreement') entered into by the Licensee and an FSC accredited Certification Body (hereinafter 'CAB'). FSC GD is willing to grant a non-exclusive license to the Licensee, subject to limitations set forth later herein, to use the Licensed Materials in conjunction with its activities as an applicant for FSC certification and/or as a holder of FSC certification.

**鉴于**：本协议涉及由被许可方和授权认证机构（下称 CAB）共同签订的服务/认证协议（下称认证协议）。FSC GD授予非专有证书，作为FSC证书申请方或持有方，被许可方在相关业务中使用许可材料时须遵循后面设立的限制条款。

Now hereby is agreed:

双方达成以下协议：

## 1 Definitions & Interpretations

## 1 定义及解释

1.1 **'Agreement'** means this Agreement including all its Appendices, and the Certification Requirements as may be varied from time to time in accordance with the provisions of this Agreement in its most recent version;

1.1 **协议**是指本协议及其所有附录和认证要求，鉴于可能会不时地更改，因此内容以最新版本的协议条款为准；

1.2 **'Certification Requirements'** contain the following requirements:

1.2 **认证要求**包括以下内容：

1.2.1 **'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;

1.2.1 **FSC认证要求**是指从FSC数据库中下载的、与FSC认证体系相关的最新版本文件（如认证政策、标准、指导性文件、通知和其他文件），文件由FSC政策和标准计划制定，是运行FSC认证体系所需的文件；

1.2.2 **'FSC Institutional Documents'** means governance documents (e.g. statutes, by-laws, FSC dispute resolution system and any other documentation) in relation to the FSC Certification Scheme, required for operating the FSC Certification System in its most recent version;

1.2.2 **FSC制度文件**是指从FSC数据库中下载的、与FSC认证计划有关的最新版管理文件（如法规、议事程序、FSC争端解决体系和其他文件），是运行FSC认证体系所需的文件；

- 1.2.3 **'ISO Requirements'** means documents developed by the International Organization for Standardization (e.g. ISO standards, guidelines and any other documentation) referred to in the FSC Certification Requirements in its most recent version.
- 1.2.3 **ISO要求**是指由国际标准化组织制定、在FSC认证要求最新版本中引述的文件（如ISO标准、指导原则和其他文件）。
- 1.3 **'Effective Date'** means the date when a decision or an agreement comes into force;
- 1.3 **生效日**是指决议或协议生效的日期；
- 1.4 **'FSC accredited Certification Body'** means a neutral, Third Party conformance assurance body (CAB) which is appointed by FSC AC to undertake FSC certification audits of applicants for the FSC Certification Scheme and the surveillance of certified Forest Management Enterprises and Forest Product Enterprises against the Certification Requirements;
- 1.4 **FSC授权认证机构**是指经FSC AC授权，对FSC认证计划申请方进行认证审查以及根据认证要求对认证的森林管理企业和森林产品企业进行监督的第三方中立合规性评估机构 (CAB)；
- 1.5 **'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. The FSC Certification Scheme contains the following programs:
- 1.5 **FSC认证计划**由FSC AC开发，旨在将符合环境要求、有益社会、经济可行的森林管理的独立第三方认证发展为市场机制，从而可让生产商和消费者从管理良好的森林中去辨别和购买木材和非木材的森林制品。FSC认证计划包含以下方案：
- 1.5.1 **'FSC Certification System'** includes activities with regards to the evaluation and certification of Forest Management Enterprises and Forest Product Enterprises against the Certification Requirements;
- 1.5.1 **FSC认证体系**包括与评估和认证森林管理企业和森林产品企业有关的活动；
- 1.5.2 **'FSC Policy and Standards Program'** includes activities with regards to the development of normative and non-normative documents (e.g. Policies, Standards, Advice Notes) required to operate the FSC Certification Scheme;
- 1.5.2 **FSC政策和标准方案**包括用于进行FSC认证方案所需的标准型和非标准型文件（如政策、标准、通知）的活动；
- 1.6 **'FSC Database'** is a computer based system containing data about the FSC Certification Scheme (e.g. Certificate Holders, FSC Licensees, etc.), accessible at [www.info.fsc.org](http://www.info.fsc.org);
- 1.6 **FSC数据库**是指包含有关FSC认证计划的数据（如证书持有方、FSC被许可方等）的计算机系统，可通过[www.info.fsc.org](http://www.info.fsc.org)访问；
- 1.7 **'FSC Network'** stands for FSC AC and its subsidiaries including global partners who are promoting responsible management
- 1.7 **FSC网络**是指FSC AC及其分支机构，包括根据与FSC AC或其任何分支机构建立的契约关系和签订的保密协议致力于推动

of the world's forest on a local basis and are engaged by and acting under a contractual relationship and confidentiality agreement with FSC AC or one of its further subsidiaries.

对世界森林进行负责任管理的全球合作伙伴。

- 1.8 **'Licensed Materials'** stands for the FSC Trademarks which are licensed under the Agreement and as set out in Appendix 1. 1.8 许可材料代表本协议以及附录1所授权的FSC商标。
- 1.9 **'Third Parties'** refers to parties (i.e. persons, organizations, corporations or groups of persons) which are not party to this Agreement; 1.9 第三方是指非本协议缔约方的其他各方（如个人、组织、公司或团体）；
- 1.10 In the event and to the extent only of any conflict between the sections in this Agreement and its Appendices and the Certification Requirements, the Certification Requirements shall prevail. 1.10 当协议和附录和认证要求冲突时，以认证要求为有效文本。

## 2 FSC Trademark Services

## 2 FSC商标服务

The parties acknowledge that the CAB administers this license relationship on behalf of FSC GD and shall be the first contact person. The CAB provides the following services:

协议双方确认，CAB代表FSC GD管理证书关系，作为第一联系方提供以下服务：

- 2.1 label and logo approvals according to the Certification Requirements; 2.1 按照证书要求批准标签和标识；
- 2.2 support with regard to the use of the Licensed Materials and access to the Licensed Materials through the Label Generator ([www.info.fsc.org](http://www.info.fsc.org)). 2.2 就许可材料之使用以及通过标签生成器（[www.info.fsc.org](http://www.info.fsc.org)）访问许可材料提供支持。

## 3 Statuses of the Licensee

## 3 被许可方的法律地位

- 3.1 The Licensee can hold different statuses within the FSC Certification System during the term of this Agreement as follows: 3.1 在本协议期间，被许可方可拥有以下不同的法律地位：
- 3.1.1 status as an applicant for FSC certification or holder of a suspended and/or expired FSC certificate; 3.1.1 作为FSC证书申请方或已吊销/过期的FSC证书的持有方；
- 3.1.2 status as holder of a valid FSC certificate which is neither expired nor suspended. 3.1.2 未过期、亦未被吊销的有效FSC证书的持有方。
- 3.2 The status of the Licensee according to Section 3.1 depends on independent certification decisions by the CAB which are published in the FSC Database. 3.2 根据协议3.1款，被许可方的资格依赖于发布在FSC数据库中的CAB独立认证决定。

## 4 License to use the Licensed Materials

## 4 使用许可材料的证书

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|-----|--|-----|--|
| 4.1 | FSC GD grants to the Licensee a royalty free, revocable, non-exclusive and non-transferable license to use the Licensed Materials for on-product labeling on certified products and for promotional use worldwide in accordance with the Certification Requirements.   | 4.1 | FSC GD授予被许可方予以非独占性、可撤销、非排他性、不可转让的许可证，以按照证书要求将许可材料应用于标有认证产品或用于全球促销用途。                           |
| 4.2 | The license shall be suspended ipso facto if the Licensee holds a status according to Section 3.1.1 and the license shall come ipso facto into effect at the moment the Licensee holds a status according to Section 3.1.2.  | 4.2 | 若被许可方法律状态如3.1.1款所述，则许可证应处于吊销状态；当被许可方法律状态如3.1.2款所述，则许可证具有效力。                                    |
| 4.3 | FSC AC and FSC GD retain the right to use and/or sublicense the granted rights in any form whatsoever.   | 4.3 | FSC AC和FSC GD保留以任何形式使用或分发已授予的权利。   |
| 4.4 | In order to avoid any market confusion, while being suspended according to Section 4.2, the Licensee shall neither be authorized to use the Licensed Materials in any form whatsoever including the labeling of products or promotional activities, nor be authorized to make reference to the FSC Certification Scheme on websites, catalogues, leaflets, products, etc. as it would be a breach of this Agreement. | 4.4 | 为避免任何混淆，根据4.2款规定在吊销期间，被许可方不得以任何形式使用许可材料，包括为产品贴标签以及促销活动，并不得在网站、目录、传单和产品等上引用FSC认证方案，否则将视为违反协议规定。 |
| 4.5 | FSC GD warrants to the Licensee that FSC AC is the owner of the trademarks as set out in Appendix 1 and that it is entitled by FSC AC to grant to the Licensee the rights and licenses granted hereby or agreed to be granted.   | 4.5 | FSC GD向被许可方保证，FSC为附录1所述商标的所有人，FSC AC有权授予被许可方相关权利以及已授予或已同意授予的许可证。                               |

**5 Incorporation of Certification Requirements**

**5 认证要求的设立**

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|-----|--|-----|--|
| 5.1 | The Certification Requirements are deemed to be an integral part of the Agreement in its most recent version and FSC GD will provide the Certification Requirements always in its most recent version by publishing them on <a href="http://www.ic.fsc.org">www.ic.fsc.org</a> where the Licensee shall be responsible to obtain them. | 5.1 | 在最新版本的协议中，认证要求被视为不可分割的一部分。FSC GD提供发布在 <a href="http://www.ic.fsc.org">www.ic.fsc.org</a> 上的最新版本认证要求，对于相关相求，被许可方可从该网站上获取。 |
| 5.2 | The parties agree that the FSC Policy and Standards Program reserves the right to modify the Certification Requirements in accordance with its established procedures for such modification at its own discretion.   | 5.2 | 双方一致，FSC可根据自己的判断，保留按照已有程序对认证要求进行修改的权利。   |

## 6 Principal Obligations of the Licensee 6

## 被许可方的主要义务

- 6.1 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 from FSC AC, FSC GD and the CAB.
- 6.2 The Licensee shall obtain the prior approval for any and all trademark use from the CAB in accordance with the Certification Requirements.

6.1 被许可方应诚信按照协议条款使用所授予的权利，并遵循FSC AC、FSC GD和CAB的所有合理指示。

6.2 根据认证要求，被许可方应获得对于任何及所有CAB使用的商标的预先核准。

## 7 Quality & Maintenance of the Licensed Materials 7

## 许可材料的质量和维持

- 7.1 The parties agree that FSC GD and the CAB shall have the right to request specimens or details of products, promotional material or services to be sold or provided under the Licensed Materials to evaluate compliance with this Agreement and to demonstrate the use of the Licensed Materials(e.g. through specimens, samples of promotional material) in order to maintain the registration thereof.
- 7.2 FSC GD warrants and represent that FSC AC uses all reasonable endeavors to maintain the intellectual property rights of the Licensed Materials. The registration of the Licensed Materials as trademarks remains at the absolute discretion of FSC AC.
- 7.3 During the term 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.

7.1 双方一致同意，FSC GD和CAB应有权索要待售或许可材料所规定的产品、促销材料或服务的样本或详细资料，从而评估与协议的相符性，说明许可材料的使用（如通过促销材料的样本、样品），以用来维持许可材料的注册。

7.2 FSC GD保证并声明：FSC AC尽力确保许可材料的知识产权。作为许可材料注册的商标依然由FSC AC全权决定。

7.3 在协议期限内和过期之后，被许可方同意不再采用、使用、批准使用或注册或试图注册为商标、商品名称、域名或法人名称，或作为许可材料的一部分，或任何与前述内容容易产生混淆的内容或让您和词语、标志、图片或其组合的术语或译文。

## 8 Infringements 8

## 侵权

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 CAB or FSC GD.

当第三方获知因许可材料而带来的潜在侵权或第三方的威胁或反对，被许可方应立即通知CAB或FSC GD。

## 9 Processing of personal data – direct marketing

- 9.1 FSC GD processes personal data of the Licensee collected when applying for the FSC certificate and further data occurring during the contractual relationship with FSC GD as far as it is necessary to fulfill contractual obligations.
- 9.2 The Licensee agrees that FSC GD may publish all relevant details concerning the Licensee's FSC certificate on FSC's websites and in a publicly available database (FSC Database). This covers general data (i.e. company name, main addresses, contact data, certificate and trademark related data) as well as Licensee's product data and reports. This data is published for transparency reasons and in order to demonstrate a valid certification.
- 9.3 The Licensee agrees that FSC GD may transfer the name, address and further contact details (telephone number, e-mail address) as well as further details with regard to Licensee's certificate to the FSC Network for improving the FSC Certification Scheme and to assist FSC AC's mission to promote responsible management of the world's forest. The Licensee agrees that this transfer may take place to companies/subsidiaries located outside the European Union.
- 9.4 The Licensee agrees that FSC GD as well as the FSC Network mentioned in Section 9.3 may process and use the name and address as well as e-mail address and telephone number for direct marketing purposes, i.e. to promote the FSC Certification Scheme and FSC AC's mission to promote responsible management of the world's forests. The Licensee may object to this use of the contact data at any time by sending an e-mail to [privacy@fsc.org](mailto:privacy@fsc.org).

## 10 Policy of Association

The Licensee declares that he/she/it has read, understood and accepted the Policy for the Association of Organizations with FSC – FSC-POL-01-004 as published under [www.fsc.org](http://www.fsc.org) in its recent version. The self-declaration is attached as

## 个人数据处理——直接营销

FSC GD 仅使用在被许可方申请 FSC 证书之时所收集的个人信息，以及在与 FSC GD 的契约关系存在期间、在实现契约义务所需范围之内使用期间生成的进一步数据。

被许可方同意，FSC GD 可在 FSC 的网站和公开数据库（FSC 数据库）发布有关被许可方的 FSC 证书的所有相关详情。这涵盖一般数据（如公司名称、主要地址、联系信息、证书和商标相关数据）以及被许可方的产品数据和报告。该数据之发布旨在确保透明性，并证明证书的有效性。

被许可方同意，FSC GD 可出于改善 FSC 认证计划以及推进 FSC AC 致力于推动对世界森林的负责任管理的使命之目的，向 FSC 网络传递被许可方的证书有关的详情以及被许可方的名称、地址和详细联系信息（电话号码、电子邮箱地址）。被许可方同意，该传递可发生于位于欧盟之外的公司/子公司。

被许可方同意，FSC GD 以及第 9.3 节所称之 FSC 网络可出于直接营销目的，即推动 FSC 认证计划和 FSC AC 所致力于的对世界森林的负责任管理的使命，而处理和使用其名称、地址、电子邮箱地址和电话号码。被许可方可在任何时候向 [privacy@fsc.org](mailto:privacy@fsc.org) 发送电子邮件，对上述用途表示反对。

## 联系政策

被许可方声明已阅读、理解并接受《FSC 组织缔结政策》（FSC-POL-01-004），该政策的最近文本发布于 [www.fsc.org](http://www.fsc.org)。该自我声明作为本协议之附录 2，并构成本协议之具有约束力的组成部分。

Appendix 2 and forms a binding part of this Agreement.

<b>11</b>	<b>Limitation of Liabilities &amp; Indemnification</b>	<b>11</b>	<b>责任和赔偿限制</b>
11.1	FSC GD, FSC AC and its further subsidiaries shall only be liable for damages and/or disadvantages, property damages and financial losses arising out of acts or omissions of its directors, officers, employees or subcontracting parties which are caused by intent or gross negligence. This shall neither apply in tort for death and/or personal injuries nor for any infringement of cardinal obligations.	11.1	FSC GD、FSC AC及其下属机构或分包商仅对其负责人、管理人员、雇员或分包方因故意或疏忽而引起的损坏和/或损失、财产损失和经济损失承担责任。本条款既不适用于死亡和/或人身伤害有关的侵权，亦不适用于对根本性责任的违背。
11.2	The Licensee agrees to indemnify and hold harmless FSC GD, FSC AC and its further subsidiaries and its employees for all Third Party claims arising out of the use of the Licensed Materials by the Licensee or its subsidiaries, distributors, agents, employees or subcontractors and with respect to all Third Party claims arising out of or based on product liability.	11.2	被许可方同意，对于由于被许可方或其下属机构、经销商、代理人、雇员或分包商使用许可材料引起的所有第三方索赔，以及由于或基于产品责任而引起的所有第三方索赔，被许可方将对 FSC GD、FSC AC 以及其下属机构和雇员进行赔偿并使其免于损害。
<b>12</b>	<b>Suspension of the License</b>	<b>12</b>	<b>许可证吊销</b>
12.1	FSC GD may suspend the granted rights as set out in Section 4 above, if the Licensee fails to demonstrate compliance with this Agreement.	12.1	若被许可方不能说明与协议的相符性，FSC GD可吊销上述第 4 章中所规定的权利。
12.2	In the event of suspension, the Licensee shall immediately cease to make any use of the Licensed Materials and sell products as FSC certified. Licensee acknowledges that the CAB is obligated to verify the Licensee's compliance with this provision. Licensee shall be responsible for covering all expenses resulting from any physical inspection, subject to such inspection being necessary to fulfil the aforementioned obligation.	12.2	一旦被吊销，被许可方应立即停止使用任何许可材料和销售FSC认证的产品，同时应该知晓CAB有义务去确认被许可方与条款的相符性。若履行上述义务需要进行物理检测，被许可方应承担任何物理检测而发生的费用。
<b>13</b>	<b>Term &amp; Termination of the Agreement</b>	<b>13</b>	<b>协议期限及终止</b>
13.1	Starting with the Effective Date this Agreement has an unlimited duration.	13.1	本协议自生效日起生效，无限期有效。
13.2	This Agreement may be terminated by either party by giving due notice three (3) months in advance of the date of termination.	13.2	任何一方可在终止日期前三（3）个月终止协议。



- |        |   |        |   |
|--------|---|--------|---|
| 13.3   | This Agreement shall be terminated ipso facto (two) 2 years after the expiry of a valid FSC certificate provided that the Licensee has not applied for its renewal.   | 13.3   | 若在有效的FSC认证过期（两）2年后，被许可方仍未申请续期，协议应终止。                                  |
| 13.4   | FSC GD may terminate this Agreement for important reasons with immediate effect by providing written notice. An important reason may especially be assumed, if the Licensee:  | 13.4   | FSC GD可因具有瞬间效应的重要原因终止协议，同时提供书面通知。重要原因可特别假定为：                          |
| 13.4.1 | fails to demonstrate compliance with the requirements by the date(s) specified or within a maximum period of twelve (12) months from the date on which a suspension decision in accordance with Section 12 came into force;     | 13.4.1 | 被许可方未在规定日期之前或根据第 12 章之规定所做出的吊销决定生效日期之后最长十二 (12) 个月内证明其对要求的遵守；         |
| 13.4.2 | intentionally or through negligence discredit or damage the reputation of FSC AC or one of its subsidiaries or of associated organizations;   | 13.4.2 | 被许可方故意或因疏忽而败坏或损害FSC AC或其任何下属机构或关联组织的名誉；                               |
| 13.4.3 | violates one or more elements of the Policy for the Association of Organizations with FSC (FSC-POL-01-004 as published under www.ic.fsc.org in its recent version).   | 13.4.3 | 违反《FSC 组织缔结政策》（文件编号为 FSC-POL-01-004，其最近版本发布于 www.ic.fsc.org）之一项或多项规定。 |
| 13.5   | The Licensee may terminate this Agreement with immediate effect for important reason by providing written notice. An important reason may especially be assumed, if FSC GD suspends the granted rights according to Section 12. | 13.5   | 被许可方可出于重要原因发出书面通知，即时终止协议。若 FSC GD 根据第 12 章规定吊销授予的权利，可假定有重要原因。         |

## 14 Assignment & Subcontracting

The parties agree that FSC GD shall be authorized at any time to assign the Agreement and its rights and obligations to FSC AC or to a wholly owned subsidiary of FSC AC.

## 14 分配和转包

双方同意授权FSC GD将协议分发FSC AC或其全资子公司。

## 15 Jurisdiction, Law & Venue

15.1 All disputes arising in relation to this Agreement or its validity 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.

## 15 管辖权、适用法律及地点

15.1 任何与本协议或协议效力有关的纠纷应按照国家仲裁机构（www.dis-arb.de）的《仲裁条款》和《补充条款》做最终裁定，不诉诸普通民事法院。

- 15.2 The place of arbitration shall be Cologne, Germany. The arbitration tribunal shall consist of one arbitrator. The substantive law of Germany shall be applicable to the dispute. The language of the arbitration proceedings shall be English.
- 15.2 仲裁地为德国科隆。仲裁法院由一名仲裁员组成。德国实体法可适用于纠纷裁定。仲裁审判语言为英语。

**16 Miscellaneous**

**16 其他条款**

- 16.1 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 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 the Agreement.
- 16.1 除非对协议的欺诈性做出明确表示或担保外且保存作为参照意图外，本协议视为协议双方完全理解内容主旨，其将取代所有原先与此有关的协议、表示、文字记录、协商和理解内容。对本协议之任何修订、变更和/或补充，以及对本款之任何更改，均须获得书面确认方具备法律效力。《德国民法典》第 305 条之规定仍然适用，不受此影响。声称本协议被一项口头协议取代的一方应为此承担举证责任。
- 16.2 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 provided herein, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement.
- 16.2 任何一方在任何时间内未执行协议的任一条款或权利或，或未采取本协议规定的或法律或衡平法上拥有的救济，或未形式本洗衣规定的任何选择权，皆不构成对该等条款、权利、救济或选择权的弃权，亦不对本协议之有效性构成任何影响。
- 16.3 Should any provision of this Agreement or any provision incorporated into or amended to this Agreement in the future be or become invalid or unenforceable or should this Agreement or any provision incorporated into or amended to this Agreement in the future contain an omission, then the legal effect of the other provisions shall not be affected thereby. The invalid or unenforceable provision shall be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision. In case of an omission, a suitable and equitable provision shall be deemed to have been agreed upon that reflects what the parties, in the light of the economic intent and purpose of this
- 16.3 如果本协议的任何条款，或本协议未来纳入或修订的条款无效或即将无效或不可执行，或者本协议或本协议未来纳入或修订的任何条款包含遗漏，则其他条款的法律效力不因此受到影响。应在法律许可的范围内，以在商业意图和目的上尽可能接近无效或不可执行条款的适当、公平条款取代无效或不可执行条款。若存在遗漏，应视为已商定适当、公平条款，且该等条款反映了双方在考虑该等事宜的情况下，鉴于本协议的商业意图和目的将要商定的内容。

Agreement, would have agreed upon, if they had considered the matter.

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**Signature Page**

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**签名页**

The Licensee herewith accepts the terms and conditions of this Agreement. This Agreement shall not be counter-signed by FSC GD but comes into effect at the moment the CAB publishes the license on behalf of FSC GD in the FSC Database on www.info.fsc.org. The publication date shall be the Effective Date. The Licensee abstains from receiving a confirmation of the validity of this Agreement by FSC GD.

被许可方在此接受本协议的条款内容。本协议无需FSC GD进行签名，自 CAB 代表 FSC GD将许可证发布至www.info.fsc.org 上的FSC数据库时起生效。发布日期为生效日期。被许可方放弃接收由FSC GD提供协议有效期确认的权利。

Sign here

\_\_\_\_\_  
City, date / 城市, 日期

\_\_\_\_\_  
For the Licensee / 被许可方

\_\_\_\_\_  
Name of legal representative in CAPITALS / 法定代表人姓名

## Appendix 1: Licensed Materials

## 附录 1: 许可材料

### 1 FSC AC's Trademarks

### 1 FSC AC 商标

#### 1.1 Checkmark-and-tree logo

#### 1.1 钩开树图标



#### 1.2 'FSC'®

#### 1.2 'FSC'®

#### 1.3 'Forest Stewardship Council'®

#### 1.3 “森林管理委员会”®

## Appendix 2: Self-Declaration

### Self-Declaration regarding FSC-POL-01-004 (Policy for the Association of Organizations with FSC)

The signing Organization (Licensee) is associated with the Forest Stewardship Council A.C., Oaxaca, Mexico, or one of its subsidiaries or affiliates (hereinafter: FSC) by being either a member of or having a contractual relationship with FSC. Hereby the signing Organization explicitly states that it has read and understood the “Policy for the Association of Organizations with FSC” as published under [www.fsc.org](http://www.fsc.org). This policy stipulates FSC’s position with regards to unacceptable activities by organizations and individuals, which already are or would like to be associated with FSC, as well as the mechanism for disassociation.

In light of the above, the Organization explicitly agrees now and in the future, as long as the relationship with FSC exists, not to be directly or indirectly involved in the following unacceptable activities:

- a) Illegal logging or the trade in illegal wood or forest products;
- b) Violation of traditional and human rights in forestry operations;
- c) Destruction of high conservation values in forestry operations;
- d) Significant conversion of forests to plantations or non-forest use;

## 附录 2：自我声明

### 自我声明 关于 FSC-POL-01-004 (《FSC 组织缔结政策》)

本签字组织（被许可方）兹以成为位于墨西哥瓦哈卡的森林管理委员会（FSC）成员或与 FSC 建立契约关系的方式与 FSC 或其子公司或下属机构缔结。本签字组织兹明确声明已阅读并理解发布于 [www.fsc.org](http://www.fsc.org) 的《FSC 组织缔结政策》。该政策规定了 FSC 在有关其现有成员或有意与之缔结的组织和个人之不可接受的活动方面，以及在缔结脱离机制方面的立场。

鉴于上述情况说明，本组织特此同意，在当前以及在未来与 FSC 之关系存续期间，不以任何直接或间接地方式牵涉以下不可接受之活动：

- a) 从事非法采伐或非法木材或森林产品贸易；
- b) 在林业经营中违反传统权利和人权；
- c) 在林业经营中毁坏具有高保存价值的林木；
- d) 将森林大规模转变成种植园，或用作其他非森林用途；

e) Introduction of genetically modified organisms in forestry operations;

f) Violation of any of the ILO Core Conventions as defined in the ILO Declaration on Fundamental Principles and Rights at Work.

e) 在林业经营中引入基因改造生物；

f) 违反《国际劳工组织关于工作中基本原则和权利宣言》中规定的任何国际劳工组织核心公约。