

Introduction to Ethical Accreditation

- A. **Ethical Accreditation by the Ethical Company Organisation** is widely respected by consumers, NGOs and progressive companies because it illustrates an independently researched corporate social responsibility standard. It covers a very wide range of ethical criteria including animal welfare, human rights and the environment and it can set up a Company and its brand(s) for the 21st Century.
- B. Benefits of gaining **Ethical Accreditation** include: independent verification of a good CSR record; simple communication of the message through use of the logo's; strengthens relevant consumer brands by giving competitive advantage; attracts 'positive purchasing' from consumers; avoids boycotts from wrongly informed consumers; can help support price premium (similar to other standards/marks); attracts B2B benefits – those corporate and NGO customers who prefer to do business with genuinely ethical companies.
- C. Following successful **Ethical Accreditation**, the logo's can be used by companies across letterheads, packaging, links from websites to www.ethical-company-organisation.org, email footers, brochures & sales materials, marketing materials, signage, advertising and PR. It will be supplied to you in a suitable electronic format.
- D. The logos read '**Good Shopping Guide – Ethical Company**' and '**Ethical Award - Ethical Company Organisation**'. Logos usage licences are awarded at the discretion of the Ethical Company Organisation.
- E. The UK annual cost is £5,400, £3,600, £1,800 or £180 per annum (dependent on Company turnover – see section 3). This cost includes the following:-
 - 1. **Research fee** – a full ethical research update is carried out to cover the period between the original research date and licence issuing date
 - 2. **Licence fee**
 - 3. **Artwork fee**
 - 4. **Administration fee**
- F. The licence fee also includes the right to re-produce the product table(s) that your Company appears in eg. For use in press releases or on websites – as shown in **The Good Shopping Guide** (if applicable).
- G. The licence fee includes global usage of the logo's.
- H. Unsuccessful applications are unusual as **the Ethical Company Organisation** only invites applications from companies that have passed our initial ethical audit. However, in the unlikely event of your application failing, **the Ethical Company Organisation** will refund 50% of the total fee.
- I. All Ethical Accreditation licence awards are annual and will automatically renew every year, subject to certain safeguards and a successful review by **the Ethical Company Organisation**. License fees are due annually, 30 days after the commencement date. See following full Terms & Conditions for full details.
- J. To apply, please complete and sign application form pages within sections 1, 2, 3 and 4 and return to the address below or scan and email to accreditation@ethical-company-organisation.org

Please post completed application forms to:

Ethical Accreditation, 74 Stanley Gardens, London W3 7SZ

NB: For those small companies (up to £2 million turnover) receiving the 97% discount please include a cheque payable to **the Ethical Company Organisation** for £180 plus vat. Or you can make a bank transfer on the date of your application direct to Co-operative Bank / Account Number: 69212088 / Sort Code: 08-92-99 (please quote your company name as the reference). Alternatively, you can pay with PayPal or credit card online at <http://ethical-company-organisation.org/accreditation/apply-for-ethical-accreditation/>

SECTION 1. ETHICAL ACCREDITATION PRODUCT CATEGORY

Under the relevant section, please fill in the product category/categories that you are applying for. Costs are charged per category (see Section 3).

ENERGY eg. Energy suppliers

HOME & OFFICE eg. Computers

FOOD & DRINK eg. Tea & coffee

MONEY eg. Bank/Building Society

HEALTH & BEAUTY eg. Skincare

FASHION eg. Retailer

MISCELLANEOUS eg. Cleaning company

SECTION 2 - YOUR ETHICAL POLICY

Please tick the activities that apply to your company.

1. Does your company (including the parent company and any subsidiaries) have any involvement or investments in the following:
 - Animal Exploitation (Including conducting or commissioning animal tests; failing to operate a fixed cut-off date if involved in animal testing; selling health and beauty products in China (if not manufactured there); production or sale of fur; sale of products using down/angora/merino wool; factory farming; criticism from Cruelty Free International, PETA or other organisations)
 - Armaments (Including involvement in the manufacture/supply of nuclear or conventional weapons, their delivery systems and components; transport; fuel; communications and computing services)
 - Environmental Destruction (Including use of hazardous chemicals; criticism from organisations including Greenpeace and Friends of the Earth; failure to publish an annual environmental report; involvement in logging of rainforest timber)
 - Genetic Modification (Including products containing GM ingredients and products containing ingredients from animals fed on GM crops)
 - Nuclear Power (Including involvement in the design, construction or operation of nuclear power stations; handling radioactive waste; mining, processing or reprocessing of uranium; related activities such as involvement in monitoring facilities)
 - Political Donations (Including donations of £10,000 or more made to political parties in the UK or USA in the last five years)
 - Human Rights Issues (Including, at any level in the supply chain: child labour; sweatshop labour; suppression of union activity; enforced overtime; health and safety failings; criticism from organisations such as CorpWatch and Human Rights Watch)

If you have ticked YES to any of the above, please give details:

2. Please give details of any positive ethical practices or policies that your company may adopt? (Please tell us how your company's activities benefit the environment, animal welfare or humanity. 50 words is adequate but please use an attached sheet if you want to write more).

Continued

SECTION 2 - YOUR ETHICAL POLICY continued

Please tick the activities that apply to your company.

3. Are any of your products certified by the following organisations:

Cruelty Free International, Energy Saving Trust, Ethical Trading Initiative/Fair Labour Association, Fairtrade Foundation, Forest Stewardship Council, Marine Stewardship Council, Soil Association, TCO Development, Vegetarian Society, Vegan Society, Other?

If YES, please list:

4. If you are applying on behalf of a company involved in money (including banks and building societies, credit cards, insurance, ISAs, mortgages or ethical investment) does it have the following?

- | | |
|--|---|
| <input type="checkbox"/> Legal Status | <input type="checkbox"/> An Ethical Investment Policy |
| <input type="checkbox"/> Interests in Lobby Groups | <input type="checkbox"/> Other Controversial Investments (e.g. tobacco) |

If YES to "Interests in Lobby Groups" or "Other Controversial Investments", please give details:

5. Do you have any of the following policies/reports or statements:

- | | |
|--|--|
| <input type="checkbox"/> CSR Report | <input type="checkbox"/> Environmental Report |
| <input type="checkbox"/> Animal Testing Policy | <input type="checkbox"/> Ethical Investment Policy |
| <input type="checkbox"/> Ethical Purchasing Policy | <input type="checkbox"/> Other |

If YES to any of the above, please include copies along with your application - or details of where it can be downloaded from your website:

6. For Health & Beauty and Household Cleaning Products companies only (including retailers selling own-brand Health & Beauty/Household Cleaning products) – please tick all that apply to your company:

- | | |
|--|--|
| <input type="checkbox"/> Cruelty Free International (Leaping Bunny) certification | <input type="checkbox"/> PETA Cruelty Free certification |
| <input type="checkbox"/> Produce and sell products within the EU only | <input type="checkbox"/> Fixed Cut-Off-Date (FCOD) policy? |
| <input type="checkbox"/> Sell products in China, if yes are the products manufactured in China? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

If YES to "Fixed Cut-Off-Date policy", please give details:

SECTION 3 - YOUR COMPANY

Please fill in your company's details below.

1. Company details

Registered company name:

Registered company number:

Registered address:

Website address:

Ultimate Holding Company:

Ultimate Holding Company turnover last financial year:

- Less than £2m p/a
97% discount applies (eg. annual licence costs £180 +VAT p/a)
- Between £2m - £10m p/a
66% discount applies (eg. annual license costs £1,800 +VAT p/a)
- Between £10m - £50m p/a
33% discount applies (eg. annual license costs £3,600 +VAT p/a)
- More than £50m p/a
Full rate applies (eg. annual license costs £5,400 +VAT p/a)

2. Your brands

Brand name(s) applied for:

3. Your contact details

Applicant executive's name:

Postal address (if different from registered address):

Email:

Telephone:

Fax:

Total order cost excluding VAT (£):

Purchase order number/reference:

Signed:

Date:

For more information contact our Ethical Accreditation department on 0845 5442819
or email Accreditation@ethical-company-organisation.org

SECTION 4. TERMS & CONDITIONS

THIS AGREEMENT is made on the:

BETWEEN:-

(1) The Ethical Company Organisation Ltd. ("The Licensor"); and

(2)

the person(s), firm, partnership or the

company whose address is:

("the Licensee")

RECITALS

- (A) The Licensor is the company that runs Ethical Accreditation membership and also publishes The Good Shopping Guide.
- (B) The Ethical Company Organisation has granted the Principal Licence to the Licensee to use the 'Good Shopping Guide' and 'Ethical Award' trade marks (as illustrated above).
- (C) The Licensor wishes to permit the Licensee to use the Trade Marks in respect of the products (defined below) on the terms of this Agreement.

OPERATIVE PROVISIONS

- 1. Definitions
 - 1.1 In this Agreement: "the Commencement Date" means the date that the Licensor communicates successful research results to the Licensee – in other words the date that Licensee is informed that they have achieved the standard required by the Licensor. "Trade Marks" mean the Trade Marks and/or logos used by The Ethical Company Organisation. "Principal Licence" means the Licence dated as above and below between The Ethical Company Organisation and the Licensor. "the Products" means the goods and/or services specified in Section 1 of the application form in relation to which the Trade Marks are to be used by the Licensee. "Year" means each period of twelve calendar months commencing on the Commencement Date or any anniversary of the commencement date.
- 2. Rights granted
 - 2.1 The Licensor grants to the Licensee in the terms set out in this Agreement a non-exclusive licence to use the Trade Marks on or in relation to the Products.
 - 2.2 This Licence is personal to the Licensee and the grant does not include any right to grant sublicences.
- 3. Duration
 - 3.1 This Agreement shall commence on the Commencement Date and shall unless terminated in any of the circumstances of clause 9 of this Agreement continue in force unless terminated under the clauses of 9.
 - 3.2 All licence agreements will be automatically renewed for a further 12 month period unless either party has given notice, 30 days prior to the end of the 12 month period that he/she wishes to terminate the agreement.
- 4. Ethical standards
 - 4.1 the Licensor from time to time will undertake background research on the ethical standards of the Licensee whereupon, depending on the results of the research, the licence will or will not be issued by the Licensor

5. Use of the Trade Marks

- 5.1 The Licensee shall use the Trade Marks in the form stipulated by the Licensor and shall observe any reasonable directions given by the Licensor as to colours and size of the representations of the Trade Marks and their manner and disposition on the Products and their containers packaging labels wrappers and any accompanying leaflets brochures or other material and in any advertising material prepared by the Licensee for the Products.
- 5.2 The Licensee shall however be responsible for ensuring that all other requirements relating to labelling packaging advertising marking and other such matters are complied with.
- 5.3 The use of the Trade Marks by the Licensee shall at all times promote and maintain their distinctiveness, style and reputation as determined by the Licensor and the Licensee shall forthwith upon demand of the Licensor cease any use not consistent therewith.
- 5.4 The Licensee shall not use any mark or name confusingly similar to the Trade Marks in respect of any corporate business or trading name or style of the Licensee.

6. Ownership of the Trade Marks

- 6.1 The Licensor warrants that it has the right to grant Licences of the Trade Marks under the terms of the Principal Licence and that it had authority to and does not require the consent of any third party to enter into this Agreement and that it is not aware that any of the Trade Marks or the use of any of them on or in relation to the Products in the Territory which infringes the rights of any third party but gives no warranty as to the existence of the any trade mark registrations.
- 6.2 The Licensor shall pay all annual renewal fees as stipulated in the licence.
- 6.3 The Licensee will on request give to the Licensor or its authorised representative any information as to its use of the Trade Marks which the Licensor may require.
- 6.4 The Licensee will not make representation or do any act which may be taken to indicate that it has any right or interest in or to be the ownership or use of any of the Trade Marks except under terms of this Agreement and acknowledges that nothing contained in this Agreement shall give the Licensee any right title or interest in or to the Trade Marks save as granted hereby.
- 6.5 The Licensor agrees that the Licensee shall be recorded as an approved user of the Trade Marks on the licensor's web site - www.ethical-company-organisation.org

7. Infringements

- 7.1 The Licensee shall as soon as it becomes aware thereof give the Licensor in writing full particulars of any use or proposed use by any other person firm or company of a trade name trade mark or get-up of goods or mode of promotion or advertising which amounts or might amount either to infringement of the Licensor's rights in relation to the Trade Marks or to passing-off.
- 7.2 If the Licensee becomes aware that any other person firm or company alleges that the Trade Marks infringes any rights of another party or that the Trade Marks are otherwise attacked or attackable the Licensee shall immediately give the Licensor full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.
- 7.3 The Licensor shall have the conduct of all proceedings relating to the Trade Marks and shall in its sole discretion decide what action if any to take in respect of any infringement or alleged infringement of the Trade Marks or passing-off or any other claim or counterclaim brought or threatened in respect of the use or registration of the Trade Marks.
- 7.4 The Licensee shall not be entitled to bring any action for infringement under s30 of the Trade Marks Act 1994 and the Licensor shall not be obliged to bring or defend any proceedings in relation to the Trade Marks if it decides in its sole discretion not to do so.
- 7.5 The Licensee will at the request of the Licensor give full co-operation to the Licensor in any action claim or proceedings brought or threatened in respect of the Trade Marks and the Licensor shall meet any reasonable expenses incurred by the Licensee to third parties in giving such assistance.

8. Sales and Licence Fee
- 8.1 In consideration of the grant made in this Agreement the Licensee shall on the date hereof pay the Licensor the licence fee (in addition to VAT thereon) specified in writing.
- 8.2 The annual licence fee will automatically increase by 5% per annum until further notice.
9. Termination
- 9.1 The Licensor may terminate this Agreement summarily without prejudice to its other remedies forthwith by notice in writing to the Licensee if the Licensee:
 - 9.1.1 commits a breach of this Agreement (including but not limited to any breach of Clauses 4.1) provided that if the breach is capable of remedy the notice shall only be given if the Licensee shall not have remedied the same within one month of having been given notice in writing specifying the breach and requiring it to be remedied; or
 - 9.1.2 is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed of its assets or ceases for any reason to carry on business or takes or suffers any similar action which in opinion of the Licensor means that the Licensee may be unable to pay its debts.
 - 9.1.3 does not pay the License fee referred to at Clause 8.1 when due.
- 9.2 The Licensee may terminate this Agreement by giving 90 days notice in writing if the Licensor does not take any action it ought reasonably to take to protect the Trade Marks under the provision of clause 7.3 above within six months of the circumstances giving rise to the need for such action coming to the attention of the Licensor.
- 9.3 Upon the termination of this Agreement for whatever reason the Licensor shall be entitled to retain the licence fee paid pursuant to Clause 8.1 but termination shall not otherwise affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages from the other.
- 9.4 Upon the termination of this Agreement for whatever reason the Licensee shall immediately cease to make any use of the Trade Marks.
- 9.5 All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.
10. Indemnity
- 10.1 The Licensee shall be liable for and will indemnify the Licensor (together with its officers servants and agents) against any and all liability loss damages costs legal costs professional and other expenses of any nature whatsoever incurred or suffered by the Licensor whether direct or consequential (including but without limitation any economic loss or other loss of profits business or goodwill) arising out of any dispute or contractual tortious or other claims or proceedings brought against the Licensor by a third party claiming relief against the Licensor by reason of the manufacture use or sale of any Products by the Licensee or the use by the Licensee of the Trade Marks except insofar as any such claims may arise from:-
 - 10.1.1 any breach of this Agreement by the Licensor;
 - 10.1.2 any invalidity or defect in the title of the Licensor to the Trade Marks not caused by any act or default of the Licensee.
11. Assignment
- 11.1 The Licensor may assign the benefit and burden of this Agreement to any party (including but not limited to a party to which it may assign the Trade Marks) and shall use its reasonable endeavours to procure that such assignee (if the Licensee so requires) shall grant a licence direct to the Licensee on the same terms mutatis mutandis as those contained in this Agreement.

- 11.2 The Licensee shall not assign transfer sub-contract or in any other manner make over the benefit and/or burden of this Agreement without the prior written consent of the Licensor.
- 11.3 In the event of an assignment this Agreement shall be binding upon such successor or assignee and the name of a party appearing herein shall be deemed to include the names of any such successor or assignee.
12. Force majeure
- 12.1 Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God fire act of government or state war civil commotion insurrection embargo prevention from or hindrance in obtaining any raw materials energy or other cause beyond the control of either party. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one or more of such causes such party shall give written notice to the other of such inability stating the cause in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the cause continues to have effect. Forthwith upon the cause ceasing to have effect the party relying upon it shall give written notice thereof to the other. If the cause continues to have effect for a period of more than 180 days the party not claiming relief under this clause shall have the right to terminate this Agreement upon giving 30 days written notice of such termination to the other party but such notice shall not take effect if the other party gives notice within that period that the cause has ceased to prevent the operation of this Agreement.
13. Illegality
- 13.1 If any provision of term of this Agreement shall become or be declared illegal invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.
14. Entire agreement/Amendment/Press Releases/Costs
- 14.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior oral or written agreements understandings or arrangements between them relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement understanding or arrangement, which is not expressly, contained in this Agreement and no change may be made to it except by the Licensor and this will only be valid if delivered in writing to the Licensee.
- 14.2 No failure or delay on the part of either of the parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 14.3 The text of any press release or other communication by the Licensee concerning the subject matter of this Agreement shall be copied to the Licensor within a reasonable time of publication but the Licensor shall have complete and unrestricted freedom to publish in any media any information, press release or other communication concerning the same.
- 14.4 The contents of any advertisement of any nature whatsoever containing the Trade Marks shall require the prior written approval of the Licensor before use.
- 14.5 Each of the parties shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Agreement.
15. Notice
- 15.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by hand or by registered post or by telex facsimile or other electronic media to a party at the address telex or facsimile number set out below for such party or such other address as one party may from time to time designate by written notice to the other.

- 15.2 Any such notice or other document shall be deemed to have been received by the addressee two working days following the date of dispatch if the notice or other document is sent by registered post or simultaneously with the delivery or transmission if sent by hand or if given by telex facsimile or other electronic means.
- 15.3 The Licensor's address for service is the address appearing at the head of this Agreement.
- 15.4 The Licensee's address for service is as specified in paragraph 2 of Schedule 1, Part I.
- 16. Interpretation
 - 16.1 The headings in this Agreement are inserted only for convenience and shall not affect its construction.
 - 16.2 Where appropriate words denoting a singular number only shall include the plural and vice versa.
 - 16.3 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended extended or re-enacted.
- 17. Governing law and jurisdiction
 - 17.1 The validity construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the High Court of Justice in England.

on behalf of The Ethical Company Organisation Ltd (The Licensor)

Signed:	Date:
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on behalf of The Licensee

Signed:	Date:
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