

ISCC Licensing Scheme for Brand Owners



Advantages of the ISCC licensing scheme

- Third-party verification is an effective and proven way for brands to increase consumer trust
- Tailor-made solution for brand owners no audit necessary to receive a license
- With a valid license brand owners can communicate and use ISCC logos and claims (on- and offproduct) in a credible way
- ISCC certification will become known among consumers which benefits brand owners
- ISCC can protect its integrity, because brand owners at the end of the supply chain are covered under an ISCC license agreement
- The license database will increase credibility and transparency towards NGOs and the general public

The ISCC licensing scheme only applies to companies at the downstream end of the supply chain



- The licensee is
 - a brand owner at the end of the supply chain under whose brand name the finished good goes into the market OR
 - a retailer that would like to actively advertise ISCC finished goods



- The supplier of the ISCC certified final product
 - holds a valid ISCC certificate at the time of delivery AND
 - issues ISCC Sustainability
 Declarations for each batch
 of delivery to the licensee



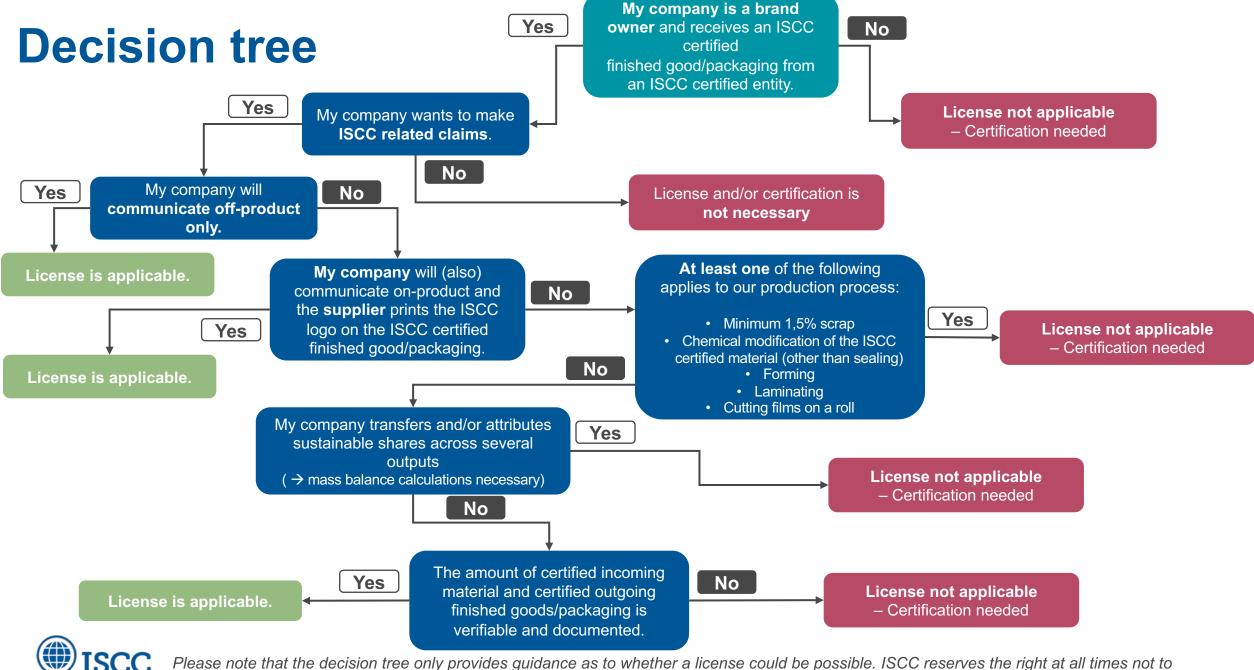


- The licensee receives an ISCC certified final product that
 - is filled or packed by the licensee AND
 - cannot be fundamentally altered by the licensee



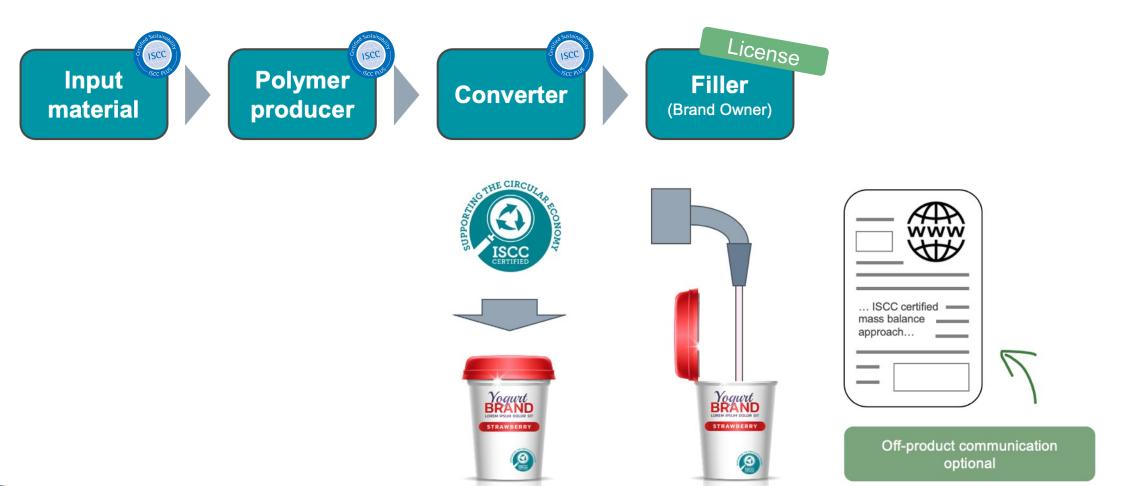


Is a license applicable for my company?



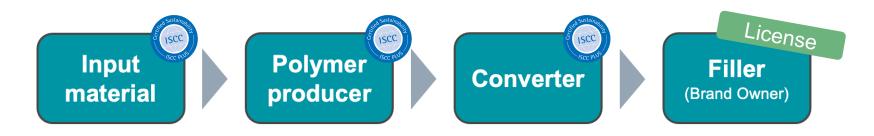
Please note that the decision tree only provides guidance as to whether a license could be possible. ISCC reserves the right at all times not to grant a license and to require certification if there is any uncertainty that a certification is needed to ensure traceability along the supply chain.

Applicable license set-up - example 1: The brand owner receives certified finished good/packaging with the ISCC on-product logo and/or on-product claim





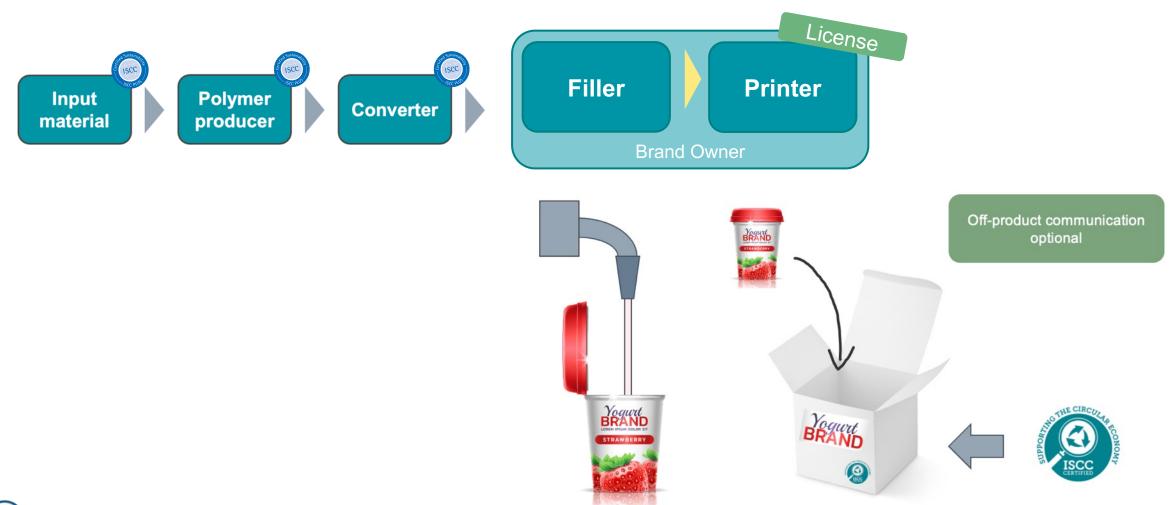
Applicable license set-up - example 2: The brand owner only promotes the use of ISCC certified finished good/packaging via external communication channels (website, social media, etc.)







Applicable license set-up - example 3: The brand owner prints the ISCC on-product logo and/or claim on the certified finished good/packaging or on an additional packaging







How does the licensing scheme work?

The **license agreement** consists of a master agreement and (several) individual agreement(s)

master agreement

The master agreement includes **all legal clauses** of the ISCC licensing scheme. The contract can be set on a **global or regional** level or a specific **division/business unit**. It is up to the company how to set up the license responsibilities and depends on their corporate structure. Preferrably, it should be signed by the **responsible person**, who has an overview of all brands that market ISCC certified material.



individual agreement(s)

For each brand that markets ISCC certified material, an individual agreement needs to be drawn up. It sets forth all the relevant information regarding the licensed brand and certified finished good/packaging in the contractual territory. The contractual territory could be global, regional or country-specific – this is up to the licensee and should be signed by the brand responsible. The number of products is not limited.

Brand A

- License number
- Authorized signatory
- Licensed brand
- Compliant material
- Finished goods
- Effective date
- Contractual territory
- License fee

Brand B

- License number
- Authorized signatory
- Licensed brand
- Compliant material
- Finished goods
- Effective date
- · Contractual territory
- License fee



Example: master agreement per global headquarter

Background info:

The global company *DairyLove* has multiple brands *MilkLove*, *YoghurtLove* and *CheeseLove*. They would like to receive an ISCC license for several finished goods of the brand *MilkLove* for the **European Market** and of the brand *YoghurtLove* for the **Mexican and US market**, in order to be allowed to print the ISCC on-product logo on ISCC certified finished goods.

master agreement

signed by *DairyLove* global headquarter responsible

individual agreement

- Licensed brand: MilkLove
- Contractual territory: Europe
- Licensed fee: based on the annual turnover of MilkLove in the European market

- Licensed brand: YoghurtLove
- Contractual territory: Mexico, US
- Licensed fee: based on the sum of the annual turnover of YoghurtLove in the Mexican and the US markets



Example: master agreement per region 1

Background info:

The global company *DairyLove* has multiple brands *MilkLove*, *YoghurtLove* and *CheeseLove*. They would like to receive an ISCC license for several finished goods of the brand *MilkLove* for the **European Market** and of the brand *YoghurtLove* for the **Mexican and US market**, in order to be allowed to print the ISCC on-product logo on ISCC certified finished goods.

master agreement

signed by *DairyLove* Europe responsible

individual agreement

- Licensed brand: MilkLove
- Contractual territory: Europe
- Licensed fee: based on the annual turnover of the MilkLove for European market

master agreement

signed by *DairyLove* North America responsible

- Licensed brand: YoghurtLove
- Contractual territory: Mexico, US
- Licensed fee: based on the sum of the annual turnover of the YoghurtLove in the Mexican and the US markets



Example: master agreement per region 2

Background info:

The global company *DairyLove* has multiple brands *MilkLove*, *YoghurtLove* and *CheeseLove*. They would like to receive an ISCC license for several finished goods of the brand *MilkLove* for the **European Market** and of the brand *YoghurtLove* for the **Mexican and US market**, in order to be allowed to print the ISCC on-product logo on ISCC certified finished goods.

master agreement

signed by *DairyLove* Europe responsible

individual agreement

- Licensed brand: MilkLove
- Contractual territory: Spain
- Licensed fee: based on the annual turnover of the MilkLove for Spanish market

individual agreement

- Licensed brand: MilkLove
- Contractual territory: Germany
- Licensed fee: based on the annual turnover of the MilkLove for German market

individual agreements

•••

for *MilkLove* in different markets

master agreement

signed by *DairyLove* North America responsible

- Licensed brand: YoghurtLove
- Contractual territory: Mexico, US
- Licensed fee: based on the sum of the annual turnover of the YoghurtLove in Mexican and the US markets



Example: master agreement per division

Background info:

The global company FairCare covers the babycare sector with various brands (HappyBaby, WellBaby, etc.) as well as the food sector with various brands (Chocolatery, BreadStar, etc.) globally. They would like to receive an ISCC license for several finished goods of the brand HappyBaby for the European Market and of the brand BreadStar for the Asian market, in order to be allowed to print the ISCC on-product logo on ISCC certified finished goods.

master agreement

signed by FairCare babycare responsible

individual agreement

- Licensed brand: HappyBaby
- Contractual territory: Europe
- Licensed fee: based on the annual turnover of HappyBaby for the European market

master agreement

signed by FairCare food responsible

- Licensed brand: BreadStar
- Contractual territory: Asia
- Licensed fee: based on the annual turnover of BreadStar for the Asian market



Licensees can add more brands into their ISCC portfolio easily

Q: Is the new brand part of the structure of the company that signed a master agreement?

- Yes → The licensee can add an individual agreement for the new brand under the existing master agreement
- No → The licensee needs to sign a new set of master agreement and individual agreement for the new brand



Updates/Additions in individual agreement(s)

Brand Owners can update/add the following information within the individual agreement anytime after the license agreement is valid:

- Compliant material
- Finished goods + effective date
- Contractual territory + license fee (depending on annual turnover)

How does the update work?

- 1. Licensee sends the updates/additions via e-mail to license@iscc-system.org
- 2. After internal review, ISCC will send an updated schedule of the individual agreement to the licensee as a confirmation → no additional signature needed
- 3. Integration of updates/additions in the license database after the agreed-upon effective date





How does the licensing application work?

Licensing application process

1

Application

The company applies for the licensing scheme on the ISCC website

2

ISCC Review

ISCC will internally review the request and may ask for additional information 3

License Agreements

ISCC sends the masterand individual agreement(s) to the licensee to be signed 4

License Database

The finished goods of the licensee will be published in the license database. The licensee is allowed to use the ISCC logo (upon approval by ISCC!)



Annual report on sales

The licensee reports its amount of certified incoming material and certified outgoing finished good/packaging to ISCC annually



1) Application process

- Brand owners can apply for the licensing scheme by filling in a form on the ISCC website
- The following information must be provided:
 - General information about the brand owner and the ISCC contact person
 - Brand- and product-related information (e.g. contractual territory, brand and product name)
 - Information about the ISCC certified material (e.g. the type of material, the composition), the supply chain set-up and the potential logo use

Click here for the form

Application form for the ISCC Licensing Scheme The application for a license is non-binding and can be withdrawn at any times. Only the signed license agreement is legally binding and leads to a valid ISCC license. By obtaining an ISCC license, brand owners are allowed to use ISCC logos and ISCC claims. If you are unsure about your eligibility for a license, please send a detailed description of your set up to license(at)iscc-system.org. Please include your company name, brand and product name(s), what exactly you do with the certified material, where it will be sold to and who has the legal ownership during these steps. General information Please take a look at the decision tree for brand owners to evaluate whether your company is eligible for an ISCC license. Eligibility for an ISCC license * ☐ I herewith confirm that our company is eligible for the ISCC Licensing Scheme (according to the decision tree for brand owners) Please insert below the contact details of the main contact person for ISCC. Salutation * First Name * Last Name * Company Name *



2) ISCC review and3) License agreements

- ISCC will review the application internally and may ask for additional information
- The license agreements will be filled in by ISCC. Depending on the information already available, the schedules of the individual agreement will be filled in by the licensee
 - The master agreement will include all the legal terms
 - The individual agreement will include all the product- and brand-related information



ISCC License and Royalty Master Agreement

BETWEEN: ISCC SYSTEM GMBH, Hohenzollernring 72, 50672 Cologne,

Germany, represented by the Managing Directors Andreas Feige and

Dr Norbert Schmitz

- hereinafter 'ISCC' -

AND: [MASTER LICENSEE] [Address], represented by [authorized

representative]

ISCC, the Master Licensee below are hereinafter als collectively "Parties" depen



Individual Agreement

BETWEEN: ISCC SYSTEM GMBH, Hohenzollernring 72, 50672 Cologne,

Germany, represented by the Managing Directors Andreas Feige

and Dr Norbert Schmitz

- hereinafter 'ISCC' -

AND [MASTER LICENSEE or AFFILIATED COMPANY] [Address],

represented by [authorized representative]

- together with its Affiliated Companies hereinafter 'the Licensee' -

Preamble

This Individual Agreement is made under the ISCC License and Royalty Master Agreement ("Master Agreement") by and between the ISCC and [MASTER LICENSEE] as Master Licensee dated DD/MM/YYYY in order to substantiate the terms and conditions under which the Licensee shall be granted the right to use ISCC Logos and ISCC Claims.

The terms of the Master Agreement are incorporated into and form part of this Individual Agreement. Unless otherwise defined in this Individual Agreement, defined terms used herein have the meaning given to them in the Master Agreement.

The Licensee confirms and warrants that it is aware of the full content of the Master Agreement, and that it will fully comply with the provisions of the Master Agreement and in particular with the specifications for use of ISCC Logos and ISCC Claims, and with the reporting, accounting and secrecy obligations.

Preamble

ISCC operates globally applicable certification syssustainability and traceability requirements. ISCC which includes the licensing of the ISCC Logos and

The Master Licensee is a legal entity that intend Companies - use the ISCC Logos and ISCC Claims respective Licensee and/or a certain Licensed Brand



4) License Database

- All licensees appear in the license database after the effective date
- The license database enables the verification of the correct use of the ISCC logos and/or claims and strengthens the credibility for end consumers

						Example
Status	Product name	Product or Packaging	Licensee	License number	Countries/ Region	Valid from
X	Aino Ice Cream Tubs, 900ml	Packaging	Froneri Finland Oy	ISCC-L-1	Finland	2021- 08-31



5) Annual reporting

- The licensees have to report on the certified incoming materials and certified outgoing finished goods/packaging on an annual basis (01.Jan. /effective date 31.Dec.)
- The annual reporting deadline is 31. March for the previous year







ISCC License Fees

Annual license fees						
Annual turnover* (in Euro)	Fees per license agreement	Fees per license agreement (ISCC e.V. members)				
< 10 Million	1,500 € / year	1,200 € / year				
< 50 Million	2,500 € / year	2,000 € / year				
< 250 Million	4,000 € / year	3,200 € / year				
< 500 Million	6,500€ / year	5,200 € / year				
< 1 Billion	10,000 € / year	8,000 € / year				
< 2 Billion	15,000 € / year	12,000 € / year				
< 4 Billion	20,000 € / year	16,000 € / year				
< 7 Billion	25,000 € / year	20,000 € / year				
< 10 Billion	30,000 € / year	24,000 € / year				
> 10 Billion	35,000 € / year	28,000 € / year				

Fee calculation

*The license fee is charged per individual agreement, based on the annual turnover of the entire licensed brand in the contractual territory.



ISCC license fees – example 1

Master agreement with DairyLove







Individual
Agreement for
Brand
MilkLove

The individual agreement applies in Europe

Not a member of the ISCC association (ISCC e.V.)



Annual turnover of *MilkLove* in Europe is 150 million

Annual license fees						
Annual turnover (in Euro)	Fees per license agreement	Fees per license agreement (ISCC e.V. members)				
< 10 Million	1,500 € / year	1,200 € / year				
< 50 Million	2,500 € / year	2,000 € / year				
< 250 Million	4,000 € / year	3,200 € / year				
< 500 Million	6,500€ / year	5,200 € / year				
< 1 Billion	10,000 € / year	8,000 € / year				
< 2 Billion	15,000 € / year	12,000 € / year				
< 4 Billion	20,000 € / year	16,000 € / year				
< 7 Billion	25,000 € / year	20,000 € / year				
< 10 Billion	30,000 € / year	24,000 € / year				
> 10 Billion	35,000 € / year	28,000 € / year				

The license fee for the individual agreement is 4,000 € / year



ISCC license fees – example 2

Master agreement with FairCare food







Individual
Agreement for
Brand
BreadStar

The License Agreement applies in Asia

Member of the ISCC association (ISCC e.V.)



Annual turnover of the BreadStar in Asia is 750 million

Annual license fees						
Annual turnover (in Euro)	Fees per license agreement	Fees per license agreement (ISCC e.V. members)				
< 10 Million	1,500 € / year	1,200 € / year				
< 50 Million	2,500 € / year	2,000 € / year				
< 250 Million	4,000 € / year	3,200 € / year				
< 500 Million	6,500€ / year	5,200 € / year				
< 1 Billion	10,000 € / year	8,000 € / year				
< 2 Billion	15,000 € / year	12,000 € / year				
< 4 Billion	20,000 € / year	16,000 € / year				
< 7 Billion	25,000 € / year	20,000 € / year				
< 10 Billion	30,000 € / year	24,000 € / year				
> 10 Billion 35,000 € / year		28,000 € / year				

License fee for the individual agreement is 8,000 € / year





Thank you!

ISCC System GmbH

Hohenzollernring 72, 50672 Cologne, Germany

www.iscc-system.org









