

DRAFT

Licence agreement



The Netherlands Standardization Institute, established in Delft hereinafter called "**NEN**", of the one part and [**Name of Certifying body**] established in [**City**], [**Country**], hereinafter called "**CB**" of the other part,

declare they have agreed that NEN grants CB the right for the scope defined under provision 3, to issue certificates associated with the corresponding certification scheme, based on the following conditions:

1 General

1. The *General Terms and Conditions of NEN* are applicable. If a contradiction is found between the General Terms and Conditions and the provisions below, the provisions in this agreement take precedence.
2. The *NEN Scheme Management Manual* is applicable as well.

2 Recognition

CB shall be accredited in accordance with ISO/IEC 17065 *Conformity assessment – Requirements for bodies certifying products, processes and services* for the certification scheme as defined in the scope under provision 3, by an accreditation council associated with IAF at the latest 12 months after signing this agreement. CB shall send a copy of the registration and a copy of the appendix of the accreditation certificate that contains the recognized schemes to NEN as proof.

3 Scope

Certification shall be in accordance with the following documents¹:

- NTA 8080-1:2015 *Sustainably produced biomass for bioenergy and bio-based products – Part 1: Sustainability requirements*
- NTA 8080-2:2015 *Sustainably produced biomass for bioenergy and bio-based products – Part 2: Chain-of-custody requirements*
- *Better Biomass certification scheme* (NCS 8080)

supplemented by interpretation documents adopted by NEN as well as resolutions of the NEN Scheme Management Committee.

4 Certification procedure

1. CB is responsible for being in compliance with ISO/IEC 17065 in combination with the certification scheme as defined under provision 3.
2. The certification procedures as described in *NEN Scheme Management Manual* are applicable.
3. CB shall apply the certification scheme unabridged without restrictions and without additions.
4. The auditors to be deployed shall take part in the Better Biomass basic training course once, and at least one (1) representative of the CB shall take part in the annual Better Biomass auditors day.

5 Use of logo

1. CB shall display the logo as established by NEN on the certificates that are granted under this licence and belong to the relevant standards under provision 3.
2. Any use other than defined under provision 5.1 is not allowed, unless explicitly agreed otherwise.

6 Fees

1. CB shall pay every year a licence fee to NEN.
2. CB shall also pay an annual contribution to NEN for every certificate issued.

¹ During the transition period as included in the Better Biomass certification scheme as well as pending the European recognition of the Better Biomass certification scheme for biomass products within the scope of Directive 2009/28/EC, the following documents are applicable as well:

- NTA 8080:2009 *Sustainability criteria for biomass for energy purposes*
- NTA 8081:2012-04 *Certification scheme for sustainably produced biomass for energy purposes*
- Interpretation document 07 linked to NTA 8081

3. The amount of the fees are determined every year by NEN before 1 October on the basis of an apportionment system and are published in a schedule of tariffs, which applies as of 1 January of the following calendar year.
4. CB is responsible for collecting the periodic contributions from the certificate holders to be paid to NEN as defined under provision 6.2.
5. The licence fee for the first year is invoiced by NEN immediately after signing of the agreement, and subsequently invoiced at the beginning of the calendar year. The certificate-dependent payments are invoiced by NEN annually based on the reports of CB (see provision 8).

7 Duration

1. This agreement commences at the time of signing by both parties, and is valid until **[Date]**. This agreement is then tacitly extended by a period of 1 year.
2. This agreement lapses upon notice of termination by one of the two parties and upon the lapsing of the recognition as defined under provision 2.
3. This agreement lapses if the CB does not fulfil its payment obligations.
4. This agreement lapses if the Scheme Management Committee decides to withdraw or suspend the certification scheme.
5. A notice period of 6 months applies for early termination by one of the two parties.
6. Notice of termination is given by registered letter.
7. CB shall upon termination of this agreement – for any reason whatever – take reasonable care to ensure careful handling of obligations towards certificate holders
8. In the case CB terminates this agreement 1 month before the expiry of the agreement (see 7.1), CB is not owed a licence fee for the following calendar year.
9. Upon the lapsing of this agreement in the situation described in paragraph 4, the licence fee already paid by CB for that year shall be reimbursed pro rata.
10. In the case the situation referred to in paragraph 4 arises, CB shall be given the reasonable opportunity by NEN to ensure the careful handling of the obligations towards the certificate holders.

8 Rapportage

1. CB shall send a report to NEN within two weeks after granting the certificate, recertification and/or withdrawing the certificate for the purpose of the information register maintained by NEN.
2. CB shall report annually to NEN about the following aspects related to the certification scheme referred to in provision 3:
 - number of executed certifications;
 - the experiences gained with the use of the scheme that are of importance for the maintenance and where needed improvement of the scheme;
 - nature and extent of complaints received and their handling.

For approval,

CB

NEN

Name:

Name:

Date:

Date:

Appendices:

- General terms and conditions of NEN 2017
- NEN Scheme Management Manual version 4.0
- Schedule of tariffs 2017