AccountAbility

Date: [ ] 2020

AccountAbility AA1000 CIC

and

[ ]

The “AA1000” Assurance Standard Marking Licence
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THIS LICENCE AGREEMENT is made this [ ] day of 2020

BETWEEN:

(1) AccountAbility AA1000 CIC ("AccountAbility"); (Company Registration No. 07765165) whose registered office is at 3 Lloyds Avenue, London EC3N 3DS UK and

(2) [ ] (Company Registration No. ) whose registered office is at [ ] (the “Licensee”).

INTRODUCTION:

(A) AccountAbility is the creator and proprietor of the AA1000 Assurance Standard and the AA1000 Assurance Standard Marking.

(B) The Licensee is in the business of providing Sustainability Assurance Services and wishes to comply with the AA1000 Assurance Standard and use the AA1000 Assurance Standard Marking in relation to such Sustainability Assurance Services.

(C) The parties now wish to enter into this licence agreement (the “Agreement”) in respect of the Licensee’s use of such AA1000 Assurance Standard Marking.

WHEREBY IT IS AGREED as follows:

1. Definitions

1.1 The following expressions shall have the meanings attributed to them below.

<table>
<thead>
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<th>Expression</th>
<th>Meaning</th>
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<td>“AA1000 Assurance Standard (2008)”</td>
<td>the assurance standard created by AccountAbility which sets out the AA1000 Assurance Standard (2008) Requirements”;</td>
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<tr>
<td>“AA1000 Assurance Standard (2008) Requirements”</td>
<td>the document set out in Schedule 1, which sets out the requirements to be</td>
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“AA1000 Assurance Standard Marking” the marking that the Licensee is authorised to use to show his adherence to the AA1000 Assurance Standard (2008), details of which are set out in Schedule 2;

“Effective Date” the date on the front page of this Agreement;

“Fees” the fees payable by the Licensee under this Agreement which are set out in Schedule 4;

“Royalty Fee” the fees payable by the Licensee to AccountAbility under this Agreement for each report or statement produced by the Licensee using the AA1000 Assurance Standard Marking;

“Subscription Fee” means the fee payable by the Licensee to AccountAbility on signature of this Agreement;

“Sustainability Assurance Services” the Licensee’s activities listed in Schedule 3 in respect of which the Licensee is licensed to use the AA1000 Assurance Standard Marking under this Agreement; and

“Term” the period starting on signature of this Agreement until its expiry or termination in accordance with Clause 2 and 11.

1.2 Interpretation:

(a) masculine includes the feminine and the singular the plural and vice versa and obligations undertaken by more than a single person including a company or firm are joint and separate obligations;
(b) the headings, sub-headings and marginal notes are included for the purpose of ease of reference only and shall not effect the construction or interpretation of this Agreement;

(c) any reference to a person shall include natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted;

(d) the Schedules and Introduction form part of this Agreement and shall take effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules and Introduction;

(e) unless the context otherwise indicates, references to Clauses, Sub-clauses, Introduction and Schedules are to Clauses and Sub-clauses of, and Introduction and Schedules to, this Agreement; and

(f) references in this Agreement to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

2. Term

2.1 This Agreement shall begin on the Effective Date and shall continue until terminated in accordance with Clause 11 or by either party giving the other a one month written notice.

3. Grant of Licence

3.1 AccountAbility hereby grants to the Licensee a non-exclusive licence to use the AA1000 Assurance Standard Marking in relation to the Sustainability Assurance Services for the Term on the terms and conditions set out in this Agreement.

3.2 This Agreement is personal to the Licensee, which may neither assign it nor grant any sub-licences of the rights licensed to it.

3.3 The Licensee shall at all times during the Term create, promote and retain goodwill in its AA1000 Assurance Standard Sustainability Assurance Services which the AA1000 Assurance Standard Marking is used in conjunction with.
4. Consideration and Payments

4.1 In consideration for the rights granted under Clause 3 the Licensee shall:
(a) ensure that its Sustainability Assurance Services comply with the AA1000 Assurance Standard (2008) and the AA1000 Assurance Standard (2008) Requirements;
(b) pay to AccountAbility the Subscription Fee on entering this Agreement;
(c) pay to AccountAbility the Royalty Fee for each AA1000 Assurance Standard (2008) Sustainability Assurance service statement or reports the Licensee publishes or provides his clients that cites or refers to AA1000 Assurance Standard (2008) or displays the AA1000 Assurance Standard Marking.

4.2 The Subscription Fee and Royalty Fee payable under this Agreement are exclusive of any value added (or like) tax which may be payable on them and shall be paid gross without deduction of any withholding or other income taxes and if subject to withholding or other income taxes the Licensee shall ensure that such sum is paid to AccountAbility as shall, after deduction of such withholding or other income tax, be equivalent to the Royalty Fees due.

4.3 AccountAbility shall be entitled to charge the Licensee interest on all overdue fee payments at a rate of five per cent (5%) per month, compounded monthly, on the outstanding balance.

4.4 The Licensee shall report to AccountAbility on a quarterly basis and shall indicate how many Sustainability Assurance Services it provided using the AA1000 Assurance Standard Marking.

4.5 AccountAbility will then invoice the Licensee on the basis of the number of reports mentioned in Clause 4.4 above. The Licensee shall pay the total charges under such invoices within 30 days after receipt of any invoice from Accountability.

4.6 The invoice shall be addressed to [__________________________]
__________________________ which shall be in the form suitable for value added tax (VAT) purposes and shall show VAT as a separate and additional item, where applicable.

4.7 The provisions of this Clause 4 shall remain in effect notwithstanding termination or expiry of this Agreement until the settlement of all subsisting claims by AccountAbility.
5. **Quality Control**

5.1 The Licensee shall ensure that the Sustainability Assurance Services supplied by it under the AA1000 Assurance Standard (2008) and that use the AA1000 Assurance Standard Marking conform to and comply in all respects with the AA1000 Assurance Standard (2008) Requirements specified in Schedule 1 to this Agreement and all other requirements in respect of the Sustainability Assurance Services which may be established from time to time by AccountAbility.

5.2 The Licensee shall discharge its obligations in connection with the provision of the AA1000 Assurance Standard (2008) for Sustainability Assurance Services with all due skill, care and diligence including but not limited to good industry practice and in accordance with the Licensee’s own established internal procedures.

5.3 The Licensee shall cooperate with AccountAbility, in good faith, by providing all information that AccountAbility may reasonably require in order to ascertain compliance with the AA1000 Assurance Standard (2008) Requirements. Without prejudice to its rights under Clause 11, if AccountAbility has reason to suspect that the Licensee has breached the AA1000 Assurance Standard (2008) Requirements (including by producing a non-compliant assurance statement), AccountAbility shall give notice in writing to the Licensee specifying the suspected breach (and giving reasons as appropriate) and, if the breach is capable of remedy, requiring it to be remedied. Where remediable, the Licensee shall remedy the breach as soon as possible and in any event within thirty (30) days of AccountAbility’s notice and shall submit to AccountAbility a corrective action plan setting out the actions that the Licensee will take to prevent repetition of the breach.

6. **Use of the Assurance Standard Marking**

6.1 The Licensee shall use the AA1000 Assurance Standard Marking in the form stipulated in Schedule 2 and communicated from time to time by AccountAbility. The Licensee shall observe any reasonable directions given by AccountAbility as to colours and size of representations of the AA1000 Assurance Standard Marking and its manner and disposition in relation to the Sustainability Assurance Services and all advertising, promotional and other documentary material which makes use of the AA1000 Assurance Standard Marking.
6.2 The Licensee shall only make use of the AA1000 Assurance Standard Marking for the purposes authorised in this Agreement and, in particular, shall not use the AA1000 Assurance Standard Marking in any way which would tend to allow the AA1000 Assurance Standard (2008) and/or the AA1000 Assurance Standard Marking to become generic, lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of AccountAbility.

6.3 The Licensee shall not, by virtue of this Agreement, obtain or claim any right, title or interest in or to AA1000 Assurance Standard (2008) and/or the AA1000 Assurance Standard Marking except the rights of use as are specifically set out in this Agreement, and hereby acknowledges and agrees that the benefit of all such use shall at all times enure to AccountAbility.

6.4 The Licensee shall not at any time, whether during or after termination of this Agreement, use the AA1000 Assurance Standard Marking as part of any corporate image, trading name or style of the Licensee.

7. Laws

7.1 The Licensee understands and agrees that the licence granted by AccountAbility under this Agreement is subject to all applicable laws, enactments, regulations (including, without limitation, all applicable local laws relating to advertising, broadcasting, health and safety and telecommunications), and that the Licensee shall at all times be solely liable and responsible for such due observance and performance. The Licensee will obtain at its own expense all licenses, permits and consents necessary for the provision of the AA1000 Assurance Standard (2008) Sustainability Assurance Services.

8. Indemnity and Insurance

8.1 The Licensee shall at all times (notwithstanding the termination of this Agreement) be liable for, indemnify and hold AccountAbility (together with its officers servants and agents) harmless against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by AccountAbility arising out of the performance or non-performance by the Licensee of its obligations under this Agreement or resulting from any and all liability claims arising from AA1000 Assurance Standard (2008) Sustainability Assurance Services provided by the Licensee.
8.2 The Licensee shall obtain and maintain (notwithstanding the termination of this Agreement) liability insurance with a reputable insurer in an amount and on such terms and conditions as shall be appropriate to cover the Licencee’s liabilities under this Agreement including with respect to the claims identified in Clause 8.1. If so requested, the Licensee shall supply AccountAbility with reasonable evidence of the existence of such insurance.

9. Liability

9.1 Neither party shall be liable to the other for any loss of profit or loss of revenue arising out of or in connection with this Agreement.

9.2 Neither party shall be liable to the other for:

   (a) any indirect loss; or

   (b) any loss of goodwill, reputation or opportunity (whether direct or indirect).

in each case arising out of or in connection with this Agreement or any breach or non-performance of it no matter how fundamental (including by reason of that party’s negligence) whether or not that party had been informed of or was aware that there was a serious possibility of such loss.

9.3 Each party’s total liability arising under or in connection with this Agreement in contract, tort or otherwise shall be limited to the total fees paid by the Licensee under this Agreement over the twelve (12) months preceding the claim.

9.4 Clause 9.3 shall not limit either party’s liability in respect of

   (a) any Subscription Fees, Royalty Fees or interest payable to AccountAbility under Clause 4 or any obligation to repay overpayments made by the Licensee, and/or

   (b) any amounts payable by way of indemnity pursuant to Clause 8

and no amount payable in respect of the items set out in this Clause shall count towards the caps on liability under Clause 9.3

9.5 Notwithstanding any contrary provision in this Agreement, neither party limits or excludes its liability in respect of:

   (a) any fraudulent, misrepresentation, recklessness, or gross negligence
on its own part or on the part of its employees, agents or subcontractors;

(b) death or personal injury due to its negligence;

(c) its wilful default or wilful abandonment of this Agreement or any part of it; or

(d) any statutory or other liability which cannot be excluded under applicable law.

10. Record Retention and Co-operation

10.1 The Licensee shall keep secure and maintain until six (6) years after the final payment of all sums due under this Agreement full and accurate records of all Sustainability Assurance Services linked to the AA1000 Assurance Standard (2008) and Licensee’s compliance with this Agreement; and

10.2 AccountAbility shall have the right from time to time to request the Licensee to provide at Licensee’s cost:

(a) copies of all records maintained by the Licensee in connection with the Sustainability Assurance Services linked to the AA1000 Assurance Standard (2008);

(b) evidence in the form of a certificate issued by the Licensee’s internal audit function or by a senior official of the Licensee that the Licensee is complying with its obligations under Clause 10.1 and Clause 10.2 (a) above; and

(c) any other reasonable assistance and co-operation to enable AccountAbility to ascertain the Licensee’s compliance with this Agreement.

10.3 If, as a result of AccountAbility’s exercise of its rights under this Clause, it is found that the Licensee has failed to perform its obligations under this Agreement AccountAbility may make these findings available to the Licensee and, in such a case, AccountAbility may (at its option) and without prejudice to its other rights and remedies (whether under this Agreement or otherwise) terminate the contract in accordance with Clause 11.
11. **Termination**

11.1 AccountAbility may terminate this Agreement by immediate written notice in the event that:

(a) the Licensee ceases or threatens to cease to carry on business;

(b) the Licensee goes into liquidation;

(c) an administrative receiver or receiver and manager or administrator is appointed for the Licensee or its assets or the Licensee enters into a voluntary arrangement with its creditors or suffers any similar insolvency process or process which affords the Licensee protection from its creditors;

(d) the Licensee undergoes a change of control within the meaning of the term as set out in section Section 995 of the Income Tax Act 2007, and Section 1124 Corporation Tax Act 2010;

(e) the Licensee commits a material breach of this Agreement (including the Schedules);

(f) the Licensee commits a breach of any other term of this Agreement if such breach (if capable of remedy) is not remedied within thirty (30) days of the Licensee having been given notice in writing specifying the breach and requiring it to be remedied.

11.2 Termination of this Agreement shall be without prejudice to any existing rights and/or claims that AccountAbility may have against the Licensee, and shall not relieve the Licensee from fulfilling the obligations accrued prior to such termination.

12. **Consequences of termination**

12.1 In the event of termination of this Agreement howsoever arising:

(a) the Licensee shall not later than one (1) week from the date of termination remove or obliterate the AA1000 Assurance Standard Marking from all and any materials used in connection with the Sustainability Assurance Services in the possession custody or control of the Licensee with the exception of any reports published by the Licensee previous to termination;
(b) 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 after termination.

(c) AccountAbility reserves the right to make known the details of any terminated licences.

12.2 Subject to the provisions of this Clause 12 the Licensee shall do nothing after the expiry or termination of this Agreement which might lead any person to believe that the Licensee is still licensed to use the AA1000 Assurance Standard Marking or is in any way connected with Accountability.

13. General

13.1 The illegality or invalidity of any part of this Agreement shall not affect the legality or validity of the remainder of this Agreement.

13.2 No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of this Agreement, or the granting of time by either party, shall prejudice affect or restrict the rights and powers of that party under this Agreement nor shall any waiver by either party of any breach of this Agreement operate as a waiver of or in relation to any subsequent or any continuing breach of this Agreement.

13.3 This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and each party confirms to the other that it has not entered into this Agreement on the basis of or in reliance on any representations or warranties made or given by the other party its servants or agents and that nothing in this Agreement shall seek to exclude any liability for fraudulent misrepresentation.

13.4 No amendment or other variation to this Agreement shall be effective unless it is in writing, is dated and is signed by a duly authorised representative of each party.

13.5 Any notice (the “Notice”) required to be given for the purposes of this Agreement shall be given by sending the same by pre-paid first class post, facsimile or by delivering the same by hand, at the relevant address shown in this Agreement or such other address as shall have been notified (in accordance with this Clause) by the party hereto concerned as being its address for the purposes of this Clause. Any Notice so sent by post shall be deemed to have been served two (2) days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and
stamped and put into the post. Any Notice sent by facsimile shall be deemed to have been served on the next business day following the date of despatch thereof.

13.6 The parties to this Agreement do not intend that any term hereof shall be enforceable by a third party (as defined in the Contracts (Rights of Third Parties) Act 1999 (the "Act")) under the provisions of the Act.

13.7 This Agreement shall be governed by and construed in accordance with the laws of England and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England.

IN WITNESS whereof the parties hereto or their duly authorised attorneys or representatives have set their hands the day and year first above written.

Executed on the date first above written by

AccountAbility:

Name:
Position:
Signature:
Date

Licensee:

Name: [ ]
Position: [ ]
Signature:
Date:
Schedule 1

The “AA1000 Assurance Standard (2008)” Assurance Standard Requirements

This includes all requirements in AA1000 Assurance Standard (2008) as published by AccountAbility and available at www.accountability.org
Schedule 2

The “AA1000 Assurance Standard (2008)” Assurance Standard Marking

The AA1000 Licensed Assurance Provider Logo is a symbol to be used by all assurance providers who have a licensing agreement.

- The logo should be used on any AA1000 Assurance Standard (2008) assurance statement that meets all the requirements of the AA1000 Assurance Standard (2008).
- On promotional materials and letterhead of licensed providers in good standing.

AccountAbility will issue an assurance provider license number to assurance providers who have returned a signed licensing agreement. This number should not be altered in any form and should not be displayed or published separately to the logo.

Colour Palette - Two Colours

Pantone reference = 143 C  CMYK (Cyan 0; Magenta 36; Yellow 87; Key 0)

- The two-colour Logo (orange and black) should appear on a white background. (1)

In exceptional circumstances, the logo may appear in other formats:
- When placed on a black or dark-coloured background, the Logotype should always reverse. (2)
- When placed on an appropriate light-coloured background, where the Logo stands out as it does on a white background. (3)
- When placed on an appropriate dark-coloured background, where the Logotype stands out as it does on a black background. (4)
One colour

Although the two-colour usages of the Logo are preferred, in exceptional circumstances one-colour 100% black usages are acceptable where there are media and budgetary restrictions.

The one-colour (black-and-white) Logo should appear on a white background. When placed on a black background, the Logo should always reverse.

3. Things to avoid

- Logo elements
  The Logo should never be taken apart and recombined in any way to create new artwork. No part of the Logo may be changed or re-sized in any way relative to the rest of the Logo.

- Orientation
  The Logo should never be displayed in any orientation different from what is provided in the artwork provided by AccountAbility. Do not orient the Logo on its side. The text should always read horizontally on whatever medium it is being placed.

- Aspect ratio
  The original aspect ratio of the Logo must be preserved and must not be distorted in any way. When resizing the Logo, you must take care to lock the aspect ratio so that the type is neither condensed nor extended.
- **Backgrounds**
  When using the Logo on backgrounds or in-conjunction with images, care must be taken to ensure legibility. Little contrast between background and logo should be avoided.

- **Logo spacing**
  In order to maximise its presence, the Logo must stand alone. A minimum amount of space must be left between the Logo and any other object such as type, other logos, photography, borders, edges, and so on.

- **Minimum size**
  Care should be taken to maintain the integrity of all elements of the Logo. In no case should the Logo appear at such a small size that it cannot be read.
Schedule 3

AA1000 Assurance Standard (2008) Sustainability Assurance Services

AA1000 Assurance Standard (2008) Sustainability Assurance Services are the commercial activities commonly carried out by the Licensee that the AA1000 Assurance Standard Marking is to be exclusively used in conjunction with and refer to the provision of the Sustainability Assurance Services provided according to AA1000 Assurance Standard (2008).

These activities are:

The provision of sustainability assurance associated with public disclosures in accordance with the requirements of AA1000 Assurance Standard (2008) resulting in a published assurance statement.
Schedule 4

Fees

**Royalty Fees:** £500 (five hundred pounds + VAT where applicable) where the organisation assurance the report is provided for by the Licensee (i.e. the organisation for which the Sustainability Assurance Services are being provided by the Licensee) has an annual turnover of greater than £2,000,000 (two million pounds);

Or

£200 (two hundred pounds + VAT where applicable) where the organisation assurance the report is provided for by the Licensee (i.e. the organisation for which the Sustainability Assurance Services are being provided by the Licensee) has an annual turnover of less than £2,000,000 (two million pounds);

**Subscription Fees:** £5 (five pounds). This fee is included in the price of AccountAbility Assurance Provider Membership.