

SUB-LICENSE AGREEMENT: USE OF THE STANDARDS COUNCIL OF CANADA (SCC) ACCREDITATION MARK

Document #: F205-1-SCC

Release Date: 25-JUN-2021

Page 1 of 11

THIS AGREEMENT, made this date day of month, year between

INTERTEK TESTING SERVICES NA LTD., the “Licensor,”
with a principal place of business at
1829, 32nd Avenue,
Lachine, QC H8T 3J1 Canada

- And -

CLIENT'S NAME, the “Licensee,”
with a principal place of business at
Street Address,
City, Province/State, Postal/ZIP Code Country

WHEREAS the Standards Council of Canada (“SCC”) owns the official mark SCC ACCREDITATION & Design (the “Accreditation Mark”), and licenses the Accreditation Mark to SCC accredited organizations for the purpose of supporting their promotional efforts and claims that they are SCC-accredited.

WHEREAS Licensor has been accredited by the SCC pursuant to an accreditation agreement dated February 2, 1993 (the “Licensor Accreditation Agreement”);

WHEREAS Licensor is licensed by the SCC, pursuant to a license agreement with the SCC dated November 14, 2005 (the “License Agreement”), to use and display the Accreditation Mark for the purpose of supporting their promotional efforts and claims that they are SCC-accredited;

WHEREAS pursuant to the License Agreement, the SCC has granted Licensor the right to sublicense use and display of the Accreditation Mark to organizations certified by Licensor;

WHEREAS the Licensee has been granted certification by Licensor and complies with the following: all terms and conditions related to service agreement number Agreement Number dated Date, established between the Licensor and the Licensee (the “Certification”);

WHEREAS pursuant to said Certification, Licensee wishes to use and display the Accreditation Mark to support their promotional efforts and claims that they are certified by the Licensor, who is accredited by SCC;

WHEREAS, subject to the terms and conditions of this Agreement, the Licensor agrees to license Licensee to so use and display the Accreditation Mark;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:





SUB-LICENSE AGREEMENT: USE OF THE STANDARDS COUNCIL OF CANADA (SCC) ACCREDITATION MARK

Document #: F205-1-SCC

Release Date: 25-JUN-2021

Page 2 of 11

1. Accreditation Mark.

1.1 **Accreditation Mark.** The Licensee agrees that the SCC is the owner of the Accreditation Mark as set out in Annex "A" Accreditation Marks.

2. Grant of License.

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, the Licensor grants Licensee, under the Licensor's rights under the License Agreement, a non-transferable, non-exclusive, worldwide, royalty-free license to use and display the Accreditation Mark to support their promotional efforts and claims that they are certified by the Licensor, who is accredited by SCC. Except for the rights expressly granted herein, no other right, title, license or interest in or to the Accreditation Mark and/or any other property of the Licensor or SCC is hereby granted to Licensee pursuant to this Agreement.

2.2 **(a) Manner of Use.** Licensee is only entitled to use and display the Accreditation Mark to support their promotional efforts and claims that they are certified by the Licensor, who is accredited by SCC as evidenced by the Certification granted by the Licensor. Permitted uses by Licensee of the Accreditation Mark shall include:

- i) display of the Accreditation Mark on Licensee's pre-printed letterhead paper, in accordance with the "Usage Guidelines" (as defined in Section 2.3);
- ii) display of the Accreditation Mark on the Licensee's website in accordance with the Usage Guidelines;
- iii) display of the Accreditation Mark on any printed document or printed material of Licensee, provided that:
 - A) such display conforms with the Usage Guidelines;
 - B) Licensee's name or mark is included on the same page or sheet of paper, and is the predominant name or mark;
 - C) it is clearly indicated on the same page or elsewhere in the printed document or material that the Licensee is certified by the Licensor; and
 - D) the document relates entirely to the certified activities of the Licensee or clearly distinguishes those that are certified from those that are not.

(b) **Prohibited Uses.** Licensee shall not:

- (i) use, advertise or display the Accreditation Mark or permit use, advertisement, or display of the Accreditation Mark on, or in association with, any product or service, or in any way that



SUB-LICENSE AGREEMENT: USE OF THE STANDARDS COUNCIL OF CANADA (SCC) ACCREDITATION MARK

Document #: F205-1-SCC

Release Date: 25-JUN-2021

Page 3 of 11

may be interpreted as denoting product or service conformity;

- (ii) use, advertise, or display, or permit, use, advertisement or display of the Accreditation Mark in any way which implies that the SCC has approved a product or service provided by the Licensee; or
- (iii) advertise, or display the Accreditation Mark in advertising and permit the advertisement of the Accreditation Mark **without the prior consent of the Licensor.**

2.3 Usage Guidelines. Licensee may only use and display the Accreditation Mark in accordance with the terms and conditions of this Agreement, and in accordance with any guidelines and policies relating to the manner of use or display of the Accreditation Mark that may be issued by the SCC and communicated in writing by the Licensor to the Licensee from time to time (the “Usage Guidelines”). Without limiting the generality of the foregoing, Licensee shall:

- (a) always use the Accreditation Mark accompanied by the acronym/qualifier relevant to program under which the Licensor is accredited as set out in the manner shown in Annex “B”;
- (b) only reproduce the Accreditation Mark using an authorized electronic file or reproof obtained from Licensor or from the SCC, in accordance with the following specifications:
 - (i) in black, or according to the Pantone matching system;
 - (ii) with a minimum height of the mark, no less than 17mm;
- (c) when, and in a manner commercially reasonable to do so, mark all uses of the Accreditation Mark with the TM symbol as instructed by the Licensor and attribute ownership of the Accreditation Mark to the SCC with the following legend (or such other legend as may be prescribed from time to time by the SCC):

“SCC Accreditation & Design Mark is an official mark of the Standards Council of Canada, used under license.”;

- (d) not alter or deface the Accreditation Mark in any manner, including by way of adding or deleting any written or figurative element to said mark, other than adding the acronym designated in 2.3(a) above;
- (e) always display the Licensor’s trade mark in conjunction with the Accreditation Mark.

3. Quality Control.

GT002-P / Rev. 4



SUB-LICENSE AGREEMENT: USE OF THE STANDARDS COUNCIL OF CANADA (SCC) ACCREDITATION MARK

Document #: F205-1-SCC

Release Date: 25-JUN-2021

Page 4 of 11

- 3.1 **Quality Control.** Licensee acknowledges and agrees that its use and display of the Accreditation Mark shall, at all times, be under the control of the Licensor. Without restricting the generality of the foregoing, Licensee acknowledges and agrees that it shall only be entitled to use and display the Accreditation Mark for so long as the (a) Licensor continues to meet the SCC's accreditation criteria for the accreditation program applicable to Licensee as specified in the Licensor Accreditation Agreement and (b) the Licensee continues to meet the certification requirements and standards in respect of which the Certification was issued by the Licensor.
- 3.2 **Specimens.** In conjunction with the Licensor's regularly scheduled audit of Licensee, and otherwise upon request by the Licensor, Licensee shall supply to the Licensor, at Licensee's expense, specimens of its usage and display of the Accreditation Mark so as to enable the Licensor to determine whether Licensee is in compliance with the terms and conditions of this Agreement, including the Usage Guidelines.
- 3.3 **Non-Compliance.** Upon written notification by the Licensor to Licensee of any Licensee non-compliance with the terms and conditions of this Agreement, Licensee shall remedy such non-compliance to the satisfaction of the Licensor within thirty (30) days. Failure to remedy such non-conformity shall be considered a breach of a material term and covenant of this Agreement.

4. Proprietary Rights.

- 4.1 **Ownership.** Licensee acknowledges and agrees that the SCC is the owner of all right, title and interest in and to the Accreditation Mark for use in association with wares and services.
- 4.2 **Benefit of Use.** Licensee acknowledges and agrees that all use of the Accreditation Mark by Licensee and the goodwill generated by Licensee by virtue of its use and display of the Accreditation Mark shall ensure solely to the benefit of the SCC.
- 4.3 **No Inconsistent Action.** Licensee agrees that it shall not, directly or indirectly, during or subsequent to the term of this Agreement, do anything inconsistent with or contest in any manner the notice of adoption and use respecting the Accreditation Mark, nor shall it do anything inconsistent with or contest the ownership of the Accreditation Mark, or the goodwill attaching thereto, nor shall it assist any third party in doing any of the foregoing.
- 4.4 **No Ownership by Licensee.** Licensee agrees that it will not assert any claim of ownership to the Accreditation Mark, or the reputation or goodwill therein, by virtue of Licensee's use or display of the Accreditation Mark or otherwise, and agrees that it shall not, during or subsequent to the term of this Agreement, adopt, use, or attempt to register any trade-mark, official mark, trade name, or domain name confusingly similar therewith or so nearly resembling as to be likely mistaken for the Accreditation Mark.



SUB-LICENSE AGREEMENT: USE OF THE STANDARDS COUNCIL OF CANADA (SCC) ACCREDITATION MARK

Document #: F205-1-SCC

Release Date: 25-JUN-2021

Page 5 of 11

4.5 **Maintenance and Enforcement.** Licensee agrees to co-operate with the Licensor and SCC in maintaining the Accreditation Mark. Without limiting the generality of the foregoing, Licensee shall, at the Licensor's request and expense, execute such further agreements, forms, and/or declarations as may be required by Licensor or the SCC in connection with the Accreditation Mark. Licensee shall inform the Licensor of any unauthorized use of the Accreditation Mark or any non-complying use of the Accreditation Mark that comes to its attention, and shall reasonably co-operate and assist the Licensor and/or SCC as requested in any opposition or action taken by the Licensor or SCC against any third party to protect or enforce the SCC's rights in the Accreditation Mark. Notwithstanding the foregoing, nothing in this Agreement shall be construed as requiring the SCC to file, prosecute, or maintain any applications for registration of the Accreditation Mark in any jurisdiction or any oppositions or actions for infringement or unauthorized use in respect of the Accreditation Mark. Licensee shall not be entitled to take proceedings in its own name to enjoin unauthorized use of the Accreditation Mark or usage by any third party of any potentially confusing mark without prior written permission from the Licensor or SCC.

5. Warranty Disclaimer.

5.1 **Warranty Disclaimer.** The Licensor makes no, and there are no, representations, warranties or covenants, to Licensee regarding the Accreditation Mark, including, without limitation, any representation, warranty or covenant regarding (a) the validity or enforceability of the Accreditation Mark, (b) the notice of adoption and use regarding the Accreditation Mark, (c) non-infringement of any third party intellectual property rights by virtue of the exercise by Licensee of the rights granted herein, (d) Licensee's ability to use the Accreditation Mark in any jurisdiction, and e) SCC does not warrant any product or service to any 3rd party resulting from actions or claims by the Users or their sublicensees. All representations and warranties, express or implied, including all representations or warranties regarding merchantability or fitness for a particular purpose, are hereby disclaimed to the full extent allowed by law.

6. Indemnification.

6.1 **Licensee Indemnification.** Licensee agrees to indemnify, defend and hold harmless the Licensor and the SCC (including their respective officers, directors, employees, contractors and agents) from and against any and all claims, damages, liabilities, settlements, costs and expenses (including reasonable legal fees) arising from:

- (a) Licensee's breach of the terms and conditions of this Agreement; and
- (b) Any claim by any third party arising out of, or in respect of, any negligence, recklessness, wrongful intentional acts or omissions by, or strict liability of Licensee (or any of its directors, officers, employees, contractors or agents), in respect of Licensee's operations.



SUB-LICENSE AGREEMENT: USE OF THE STANDARDS COUNCIL OF CANADA (SCC) ACCREDITATION MARK

Document #: F205-1-SCC

Release Date: 25-JUN-2021

Page 6 of 11

6.2 **Limitation of Liability.** Except for:

- (a) claims for which indemnity is given; and
- (b) claims for bodily injury, death or tangible property damage;

In no event:

- (c) Shall either party be liable to the other for direct damages in excess of the amounts paid by Licensee to Licensor hereunder, regardless of whether such damages arise in contract (including fundamental breach), tort (including negligence), or otherwise, even if such party was advised of the possibility of such damage;
- (d) Shall either party be liable to the other for any indirect, special, incidental or consequential damages (including, without limitation, for lost profits), regardless of whether such damages arise in contract (including fundamental breach), tort (including negligence), or otherwise, even if such party was advised of the possibility of such damage.

7. **Term and Termination.**

7.1 **Term.** This Agreement shall enter into force upon the date first written above, and shall continue until the termination or cancellation of the Licensor Accreditation Agreement or the Licensee's Certification as the case may be, unless earlier terminated pursuant to the terms and conditions of this Agreement.

7.2 **Termination by Mutual Agreement.** This Agreement may be terminated at any time by the mutual agreement of the parties in writing.

7.3 **Unilateral Termination by Licensor.** This Agreement shall be terminated by Licensor immediately in the event that the Head License Agreement is terminated for any reason or the Licensor Accreditation Agreement or Licensee's Certification is terminated for any reason.

7.4 **Termination for Breach.** Either party shall have the right to terminate this Agreement and the license granted herein, effective immediately:

- (a) upon the commission of a breach of any material term or covenant of this Agreement or the Certification, which breach is not cured or resolved to the satisfaction of the non-breaching party within thirty (30) days of receipt of written notice of such breach;
- (b) if the other party or its creditors shall file for liquidation, bankruptcy or dissolution, or if the other party is entered into liquidation, bankruptcy or dissolution;
- (c) if the other party files a proposal or notice of intention or proposal under the *Bankruptcy and Insolvency Act* or any similar law;



SUB-LICENSE AGREEMENT: USE OF THE STANDARDS COUNCIL OF CANADA (SCC) ACCREDITATION MARK

Document #: F205-1-SCC

Release Date: 25-JUN-2021

Page 7 of 11

- (d) if the other party has explicitly suspended payment of its debts as they become due;
- (e) if creditors of the other party take over its management or appoint a receiver for managing therefore; or
- (f) if the other party ceases doing business in the ordinary course.

7.5 **No Waiver.** Where either party is given a right to terminate hereunder and does not exercise such right, such forbearance shall not be deemed to be a waiver of said party's right to terminate upon any subsequent or future event by which said party has, or is provided with, the right to terminate this Agreement.

7.6 **Effect of Termination.** Upon termination of this Agreement for any reason whatsoever, Licensee shall immediately cease any and all use and display of the Accreditation Mark.

7.7 **Survival.** The obligations contained in Articles 4, 5, 6, 7, and 8 shall survive the termination or expiry of this Agreement for any cause.

7.8 **Right to Restrict License.** In the event of any third party claim or threat thereof in which it is asserted that the use, advertisement or display of the Accreditation Mark infringes any right of any person (or if such claim is anticipated by the SCC), Licensor (on the instructions of the SCC) may revoke or restrict the license granted herein, to the extent it considers necessary or desirable to avoid such liability, including, without limitation, by imposing restrictions or limitations of the allowable usage of the Accreditation Mark or removing any jurisdiction from the licensed territory. Licensee acknowledges and agrees that neither Licensor nor the SCC shall be liable to Licensee in any manner for any restriction of the license granted herein pursuant to this Section 7.8.

8. General

8.1 **Assignment.** This Agreement shall not be assigned or transferred by Licensee (including by way of change of control of Licensee or merger or amalgamation of Licensee with any other entity) without the prior written consent of the Licensor.

8.2 **Effect of Agreement.** This Agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

8.3 **Further Assurances.** The parties agree to sign all such further documents, and do all such further things, as may be deemed necessary or appropriate to give full effect to this Agreement.

8.4 **Severability.** If any term, clause or provision of this Agreement shall be judged to be invalid or unenforceable, the validity or enforceability and any other term, clause or provision shall not be affected; such invalid or unenforceable term, clause or provision shall be replaced with an enforceable clause, which most closely achieves the result intended by the invalid clause.



SUB-LICENSE AGREEMENT: USE OF THE STANDARDS COUNCIL OF CANADA (SCC) ACCREDITATION MARK

Document #: F205-1-SCC

Release Date: 25-JUN-2021

Page 8 of 11

- 8.5 **Amendment.** Any amendment or modification to this Agreement must be made in writing and be signed by both parties.
- 8.6 **Governing Law and Jurisdiction.** All issues and questions regarding the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of the jurisdiction of Ontario. The parties hereby submit and consent to the non-exclusive, preferential jurisdiction of the courts located in the Province of Ontario.
- 8.7 **Entire Agreement.** This Agreement together with the annexes attached hereto constitutes the entire agreement of the parties with respect to the subject matter hereof.
- 8.8 **Relationship of the Parties.** Nothing in this Agreement shall make one party hereto the agent of the other, nor shall anything herein contained be construed to place the parties in a relationship of partnership or joint venture. Neither party has the power or authority to bind the other in respect of the rights or duties hereunder, except as explicitly stated herein.
- 8.9 **Notice.** Any demand, notice or other communication to be given in connection with this Agreement shall be in writing and, if mailed by prepaid first class mail at any time other than during a general discontinuance of postal service due to strike, lock-out or otherwise, shall be deemed to have been received on the fifth (5th) Business Day after mailing or, if telecopied, shall be deemed to have been received by the next Business Day following dispatch and acknowledgment of receipt by the recipient's telecopy machine unless the date as determined is not a Business Day in the jurisdiction of the recipient, in which event the communication shall be deemed to have been received, on the first following Business Day in such jurisdiction or, if delivered by hand, shall be deemed to have been received at the time that it is delivered. Notice of change of address shall also be governed by these provisions. Communications shall be addressed as follows:

If to the Licensor: Intertek
4700 Broadmoor, suite 200
Kentwood, MI 49512
United States
Attention: Mr. Jorge Correa

If to Licensee: Customer's name
Street address
City, Province/State, Postal/ZIP Code
Country
Attention: Name



SUB-LICENSE AGREEMENT: USE OF THE STANDARDS COUNCIL OF CANADA (SCC) ACCREDITATION MARK

Document #: F205-1-SCC

Release Date: 25-JUN-2021

Page 9 of 11

For the purpose of this Section 8.9, "Business Day" shall mean any day other than a Saturday, Sunday or statutory or civic holiday in the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

INTERTEK TESTING SERVICES NA LTD.

CLIENT'S NAME

By: _____

By: _____

Name
Title

Name
Title

Annex "A" Accreditation Marks





SUB-LICENSE AGREEMENT: USE OF THE STANDARDS COUNCIL OF CANADA (SCC) ACCREDITATION MARK

Document #: F205-1-SCC

Release Date: 25-JUN-2021

Page 10 of 11

Annex "B" Accreditation Mark Use

Minimum Size



Acceptable Colour Backgrounds

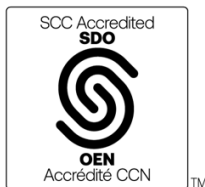


On white



Off-white (less than 10% colour saturation)

Accompanying Text



The SCC Accreditation Symbol is an official symbol of the Standards Council of Canada, used under licence.

Maintain legibility of the TM symbol alongside the Accreditation Symbol. Include the following accompanying text:

"The SCC Accreditation Symbol is an official symbol of the Standards Council of Canada, used under licence."



SUB-LICENSE AGREEMENT: USE OF THE STANDARDS COUNCIL OF CANADA (SCC) ACCREDITATION MARK

Document #: F205-1-SCC

Release Date: 25-JUN-2021

Page 11 of 11

Annex "C" Acronym/Qualifier

English Version

Version française

English Version	Version française
Accredited CB-MS (Certification Body – Management Systems)	Accrédité OCSM (Organisme de certification – Systèmes de management)