

REGULATIONS FOR THE USE OF COLLECTIVE TRADE MARK

“European Energy Certificate System (logo)” and “EECS”

1. Definitions

“AIB”	shall mean the Association of Issuing Bodies, an International not-for-profit organisation registered in Brussels.
“Associated Member”:	A member of the AIB that is authorized to administer energy certificates within a Non-Governmental Energy Certificate Scheme, but that is not, or not yet, authorized to administer energy certificates within a Legislative Energy Certificate Scheme.
“EECS”	shall mean the European Energy Certificate System.
“EECS Account”	accounts maintained on a database operated by a Member for the purposes of EECS.
“EECS Account Holder”	a person in respect of whom an account is maintained on a database operated by a Member for the purposes of EECS.
“Logo”	shall mean the logo of the Mark “EECS”.
“Member”	shall mean a member of the AIB.
“Mark”	shall mean “EECS”.
“Register”	shall mean the Register of Members and Associated Members.
“Regulations”	shall mean these regulations.
“The Basic Commitment”	is issued pursuant to the Articles of Association of the AIB and the Principles and Rules of Operation of Members and Associated Members for EECS as amended, and governs the European Energy Certificate System (EECS) – a commercially funded, integrated European framework for issuing, holding, transferring and otherwise processing electronic records (EECS Certificates) certifying, in relation to specific quantities of energy output, attributes of its energy source and/or the method and quality of its production.
“Working day”	shall mean any day excluding a public holiday in the country where the Secretariat of AIB as appropriate is situated.

2. Purpose of the European Energy Certificate System

- 2.1 The European Energy Certification System (EECS) is intended to secure, in a manner consistent with European Community law and relevant national laws, that systems operating within the EECS framework are reliable, secure and inter-operable. The implementation, under the Basic Commitment, of harmonised standards for issuing and processing EECS Certificates enables the owners of EECS Certificates to transfer them to other Account Holders at both the domestic and international level.

3. Shape of the Logo

3.1 The Logo has the following shape and design:



where the colours for full colour printing in, for example, a magazine shall be as follows:

- (i) Average blue: CMYK (80%, 40%, 0%, 0%), Pantone 7461 C;
- (ii) Dark blue: CMYK (96%, 80%, 17%, 5%), Pantone 541; and
- (iii) Yellow: CMYK (3%, 26%, 81%, 4%), Pantone 142 C,

and RGB and Hexadecimal colour values for screen and internet shall closely resemble these

3.2 The master versions of the Logo may not be reconstructed or altered in any way.

3.3 The Logo may be used as a design element but only in its correct form and somewhere prominent in the overall design, in the colours recommended in these guidelines.

3.4 Only master versions of the Logo shall be used for reproduction purposes. These shall be made available by the Secretary General, AIB; and shall be accessible from the AIB website to be found at <http://www.aib-net.org>.

4. Use of the Logo and the Mark

4.1 Membership or Associated Membership of the AIB is in itself sufficient to be authorized to use the Logo and the Mark.

4.2 The Logo and the Mark may only be used by Members and Associated Members and by the AIB Secretariat.

4.3 The Logo and the Mark may only be used in relation to the following goods and services: Advisory services relating to energy, renewable energy, energy efficiency and the conservation of energy; Regulatory services relating to energy, renewable energy, energy efficiency and the conservation of energy.

4.4 The word “EECS” should always be written all in capitals.

4.5 Members and Associated Members shall only be permitted to use the Logo and/or the Mark provided:

- (a) The phrases “[company xx] uses the EECS System” or “[company xx] uses the European Energy Certificate System”, and “[company xx] is a Member/Associated Member of the AIB of the EECS System” accompanies each use of the Logo and/or the Mark;

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- (b) The Logo and/or the Mark is not used in relation to goods and services provided by Members and Associated Members except:
- i. Where this is permitted by additional regulations agreed by the AIB and subject to these Regulations which shall at all times take precedence, any such additional regulations to be made available at the AIB website to be found at <http://www.aib-net.org>;
 - ii. On communications with other Members and Associated Members;
 - iii. On communications with Account Holders or those administering EECS Accounts on their behalf; or
 - iv. On internal communications by that (Associated) Member;
- (c) They operate their business in a proper business-like and lawful manner and provide goods or services of a quality which will enhance the reputation of the Logo and/or the Mark; and
- (d) Having been granted permission to use the Logo and/or the Mark, the Member reveals this use and any and every change to this use to the AIB as appropriate, and is obliged to permit random sampling of the quality of the related products and services without prior notice.
- 4.6. The AIB may itself arrange for its own purposes the production of goods and the delivery of services bearing the Logo and/or the Mark. All Members and Associated Members will be entitled to purchase any and all such goods and services from the AIB or parties authorised by it when such arrangements are made.

5. Membership and Associated Membership of AIB

5.1 Membership and Associated Membership of the AIB shall be granted in accordance with and shall convey rights and obligations according to the Articles of Association of each association as appropriate and among other obligations shall require the (Associated) Member to observe the Basic Commitment.

5.2 According to art. 4.2.1 of the said Articles of Association, an Association can become a Member of the AIB if it :

- Is authorized to administer certificates within a Legislative Certificate Scheme;
- Intends to and is competent to comply with the quality standards set up by the Association;
- Has acknowledged receipt of a copy of the EECS Rules, approved it and agreed to be bound by its terms;
- Has a legal personality according to its national law;
- Is an Issuing Body;
- Commits itself to pay the total Annual Membership Fee;
- Commits itself to participating in at least one (1) EECS Scheme;
- Supports the purpose of the AIB; and
- Commits itself to further the objectives set out in the EECS Rules section “Core Principles”.

5.3 Associated Membership of the AIB shall be granted in accordance with and shall convey rights and obligations according to the Articles of Association of each association as appropriate and among other obligations shall require the Member to observe the Basic Commitment.

Issuing Bodies that are authorized to administer certificates within a Non-Governmental Certificate Scheme, but are not, or not yet, authorized to administer certificates within a Legislative Certificate Scheme can apply for Associated Membership subject to the following conditions: The candidate:

- (a) intends to and is competent to comply with the quality standards set up by the Association;
- (b) has acknowledged receipt of a copy of the EECS Rules, approved it and agreed to be bound by its terms;

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- (c) has legal personality according to its national law;
 - (d) commits itself to pay an Annual Associated Membership Fee determined at the discretion of the General Meeting and at least equal to the minimum amount of the Scheme membership Fee;
 - (e) commits itself to participating in at least one (1) EECS Scheme, as an Associated Scheme Member;
 - (f) supports the purpose of the AIB;
 - (g) commits itself to further the objectives set out in the EECS Rules section “Core Principles”;
 - and
 - (h) is not subject to, or not registered in a country or territory that is the subject of economic sanctions imposed by the United Nations Security Council, the European Union or any other relevant authority.

- 5.4 The AIB will maintain at the offices of its Secretariat as set out in Annex 1 a Register of Members and Associated Members authorised to use the Logo and/or the Mark detailing the names and addresses of the Members and Associated Members, the date when they became Members and Associated Members of the AIB, the date when they were authorised to use the Logo and/or the Mark and, if appropriate, the date when authorisation to use the Logo and/or the Mark was refused or withdrawn or relinquished.
- 5.5 The AIB will maintain at the offices of its Secretariat as set out in Annex 1 a Register of EECS Account Holders that have been notified to the Secretariat and are authorised to use the Logo and/or the Mark. This Register will detail the names of the Account Holders and the numbers of any accounts held by them and which are maintained on a database operated by a Member for the purposes of EECS.
- 5.6 The Register will be open to public inspection at the offices of the AIB between the hours of 9.00am and 5.00pm Monday to Friday, except for local public, bank or statutory holidays; and via the internet at <http://www.aib-net.org>.

6. Rights and obligations of users in case of infringement

- 6.1 The AIB is obliged to defend the collective mark against infringement, to pursue violations detected, and prevent the use of the collective mark by unauthorized third parties, availing itself of all means at its disposal.
- 6.2 The Members and Associated Members are forbidden from registering or using, in their country of domicile or residence and abroad, any trademark which is capable of being confused with the collective mark.
- 6.3 The Members and Associated Members are obliged to notify to the AIB, immediately and in writing, all violations or collective mark infringements that come to their notice.

7. Sanctions for misuse of the Logo and the Mark

- 7.1 In conformity with the Articles of Association the AIB reserves the right at its absolute discretion to cancel the (Associated) Membership of any (Associated) Member whose conduct or the quality of whose goods or services give rise to justifiable complaint or is otherwise liable to bring the AIB or the reputation attaching to the Mark into disrepute.
- 7.2 In the event that (Associated) Membership is cancelled, the (Associated) Member shall forthwith cease to make any use of the Logo and the Mark, whether on letter-headings, literature, publicity material, goods or otherwise.
- 7.3 The use of the Logo and/or the Mark by a non-Member that is not an authorized user represents a violation of the Mark and the AIB may take legal action not only on the basis of the regulations and contracts but also on the basis of trademark laws.
- 7.4 If a person uses the Logo and/or the Mark without permission or does not fulfil its duties, then a sanction of up to 10,000 EURO may be imposed. Furthermore, the permission to use the Logo and/or the Mark for other products of the same person may be withdrawn, even if other products fulfil the criteria stipulated for this label.

7.5 If the (Associated) Member continues to use the Logo and/or the Mark in contravention of these Regulations after the first admonition, a fine of up to 10,000 EURO may be levied. The right to take further legal action is reserved.

8. Change to these Regulations

8.1 These Regulations may be varied, amended, suspended or cancelled only with the prior approval and resolution of the Board of the AIB.

8.2 Members and Associated Members shall be given notice of any such variation, amendment, suspension or cancellation. Notice shall be given in writing and sent by email, fax or post and shall be deemed served five working days after posting.

9. General

9.1 The rights of Members and Associated Members are personal and are not assignable or transferable whether by operation of law or otherwise.

9.2 It is a condition of registration that the Mark shall not be used in any printed advertisements or printed publicity matter directed primarily to the wholesale or retail energy market in the European Union, Norway or Switzerland or in retail point of sale display cards distributed by the AIB for use within the European Union, Norway and Switzerland without indicating that it is a Collective Mark as appropriate.

9.3 The singular shall include the plural and vice versa; words importing one gender shall include all genders; and persons shall include corporations.

9.4 These conditions of use shall be governed by and construed in accordance with Belgian law and the parties agree to submit any disputes arising hereunder to the exclusive jurisdiction of the Belgian courts.

Annex 1: Address of the AIB Secretariat

AIB
1000 Brussel
Belgium

Kolonienstraat 11