**SSAP/RED**

**Licensing Agreement on the use of the SSAP/RED program which is governed and operated by the SES LLC**

The U.S. **Soy Export Sustainability, LLC** (hereinafter referred to as ‘SES’), having its registered offices in St. Louis, ….. and registered with the Chamber of Commerce under Number……, in its capacity as owner of the SSAP/RED program

and

[Name of the CB…](hereinafter referred to as ‘CB’) having its registered offices in [Street, City, Country] and registered with the Chamber of Commerce under the Number […..], in its capacity as Certification Body for the SSAP/RED program

**have agreed as follows:**

**Article 1 Definitions:**

SSAP/RED: the SSAP/RED program as amended from time to time and attached to this

agreement (Annex 1)

Certification Body: a Certification Body which has a proven track record in certifying agricultural

commodities against at least one of the voluntary schemes as displayed on the

website of the European Commission,

<https://ec.europa.eu/energy/en/topics/renewable-energy/biofuels/voluntary-schemes> and has been recognized by SES in order to perform conformity assessment audits and issue SSAP/RED certificates in accordance with the applicable SSAP/RED stipulations.

Certificate: based on the audit as conducted by the Certification Body, a document which states the conformity of the System User with the criteria as being stipulated in the SSAP/RED.

Chain of Custody: the Chain of Custody covers the supply chain from the producer to the exporter in the U.S. ensuring full traceability of certified material along the supply chain.

Integrity Assessment: performance review of the Certification Body by desk review and/or witness audit to assess whether the audit has met all SSAP/RED requirements.

System User: a natural or legal person that entered into a certification agreement with

SES wishing to demonstrate compliance with SSAP/RED and

therefore has also entered into a contract with the Certification Body to obtain

a Certificate.

Voluntary Scheme: Certification schemes being approved by the European Union and listed on the

Website of the European Commission <https://ec.europa.eu/energy/en/topics/renewable-energy/biofuels/voluntary-schemes> to demonstrate compliance with the stipulated criteria of the EU Renewable Energy Directive and its pertaining regulations, i.e. the Renewable Energy Directive 2009/28/EC amended through the Directive (EU) 2015/1513(RED) and Fuel Quality Directive 2009/30/EC amended through Directive (EU) 2015/1513 (FQD) of the European Union and the pertaining national rules to implement the aforementioned Directives.

**Article 2 Scope of the Agreement**

By entering into this agreement SES grants the right to the Certification Body for the SSAP/RED to perform audits and to issue SSAP/RED certificates for the System User in accordance with the SSAP/RED. Any deviating terms and conditions of the System User are replaced by the terms and conditions as stipulated in this Licensing Agreement.

**Article 3 Obligations of SES**

1. SES shall enable the CB to use the SSAP/RED in accordance to the conditions stipulated in this Licensing Agreement. SES reserves the right to change the SSAP/RED, especially due to regulatory changes imposed by the European Commission with respect to the Renewable Energy Directive and its pertaining amendments.
2. The SSAP/RED is made available to the CB on the SES website [https://www.SSAP/RED.org/](https://www.ssap-red.org/)
3. SES shall publish a register with the certified System Users and its valid Certificates on the aforementioned website.
4. SES shall treat all information received from the CB confidentially, unless it is stipulated differently in the SSAP/RED or this Licensing Agreement.
5. SES shall maintain a complaint procedure to receive, evaluate and take decisions on any complaints or appeals that may be made by System Users or any other stakeholders having a reasonable interest in the SSAP/RED.

**Article 4 Obligation of the CB**

1. For the period of this agreement, the CB shall maintain its recognition respectively accreditation for at least one other Voluntary Scheme. In case the CB ceases to be involved in at least one other Voluntary Scheme the CB will notify SES.
2. Upon request the CB will deliver proof of its recognition respectively accreditation for the mentioned Voluntary Scheme.
3. The CB will adopt its auditing and certification process in accordance with any changes that SES may introduce to the SSAP/RED, if and where necessary.
4. The CB will adhere to the provisions of the SSAP/RED and can be assessed to evaluate compliance by SES or an instructed third party.
5. Upon request, the CB will present the information enabling SES or the instructed third party to assess the nature, content and performance (incl. reporting) of the auditing and certification activities of the CB.
6. The CB shall issue a Certificate of compliance after the audit has been carried out and the System User has met all the requirements of the SSAP/RED.
7. The CB shall provide to SES all relevant information regarding the certified System User which is needed to comply with the EC reporting requirements, including but not limited to the name and address of the System User, the status of the Certificate, certified volumes, number of Chain of Custody participants.
8. Therefore the CB shall formally agree with the System User that all information needed for the SAP-RED related reporting to the EC will be shared with SES.
9. The CB will formally agree with the System User that the CB is entitled to perform unannounced audits at the premises of the System User at any time in accordance with the SSAP/RED requirements.
10. The CB will formally agree with the System User that SES is entitled to conduct witness audits on the premises of the System User at any time in order to assess the compliance of the auditing and reporting against the SSAP/RED.
11. The CB shall cooperate with the Commission and the competent authorities of the Member States, including granting access to the premises of the System User where requested as well as making available to the Commission and the competent authorities of the Member States all information needed to fulfil their tasks under Directive (EU) 2018/2001. For those purposes, the CB shall also be required to: (a) provide the information needed by Member States to supervise the operation of certification bodies pursuant to Article 30(9) of Directive (EU) 2018/2001; (b) provide the information required by the Commission to comply with Article 30(10) of Directive (EU) 2018/2001; (c) verify the accuracy of information entered into the Union database or relevant national database pursuant to Article 28(4) of Directive (EU) 2018/2001.

**Article 5 Integrity Assessment by SES**

1. The goal of an Integrity Assessment is to assess whether the SSAP/RED has been implemented correctly and the audit has met all requirements of the program.
2. SES shall have the right to conduct Integrity Assessments on the quality of the auditing and the audit reports. This includes inter alia desk review of audit reports and requesting additional information on the audit process, a witness audit, the assessment of the involved auditors and their qualification.
3. The Integrity Assessments can be carried out by SES or by a third party, in any case ensuring SES is in a position to judge the auditing activities against the SSAP/RED properly and accurately.
4. Upon written request the CB will share the audit report and the additional information regarding the audit and the auditors, as stipulated above in subparagraph 2, Art. 5.
5. SES will treat all information obtained from the Integrity Assessment confidentially.
6. The CB shall respond in writing to any issues or comments raised in the assessment report and within a reasonable timeframe as set by SES.
7. SES has the right to impose further requirements to the Integrity Assessment, depending on the outcome of results of the assessment.

**Article 6 Authorization of SES**

SES is entitled by the CB to share all relevant information obtained from the CB to fulfil its reporting obligations vis a vis the European Commission.

**Article 7 Liability**

1. SES cannot be held liable by the CB for any damages that result from entering into this agreement or from using the SSAP/RED program.
2. In any case SES’s liability towards the CB will be restricted to USD 250,000 per damage event and for a total amount of USD 1,000,000 per calendar year.
3. The CB is liable for and will indemnify SES for any damages caused by violation of any of the terms and stipulations as set forth in this agreement and other liabilities in connection with the activities of the CB as a result of this agreement, especially referring to tort and gross negligence. The CB’s total liability towards SES for any loss or damage arising under or in connection with this agreement and especially based on tort, gross negligence or indemnity shall not exceed USD 250,000 per damage event with a total maximum amount of USD 1,000,000 per calendar year. The CB shall have a proper insurance for the total amount.

**Article 8 Fees**

For the usage of the SSAP/RED no fee shall be payable to SES. SES is free to change this stipulation at any time.

**Article 9 Termination**

1. This agreement is valid for an indefinite period of time.
2. The CB or SES may terminate this agreement at any time by registered letter, subject to a notice period of 6 months.
3. SES may terminate this agreement with immediate effect by registered letter, in case of:
	1. any serious breach of a contractual duty of the CB under this agreement;
	2. failure of the CB to meet the requirements set forth in the SSAP/RED;
	3. in the event the CB is declared bankrupt.
4. In case this agreement is terminated, the CB shall transfer the certificates to a SSP-RED licensed CB in the shortest possible time, but no longer than four weeks after the official termination, i.e. receipt of the registered termination letter. The CB shall inform its certified System Users about the termination of the agreement.
5. The CB cannot transfer its rights and duties resulting from this agreement to a third party, unless SES approves in writing.
6. SES is entitled to transfer its rights and duties under this agreement to a third party, replacing SES in the contractual relationship with the CB, provided such party is of the same standing and reputation as SES. In case of such a transfer the CB shall be notified on month in advance.

**Article 10 Termination**

1. This agreement may be amended in case SES and the CB have mutually agreed to amend such provisions.
2. Any dispute under this agreement shall be resolved solely by binding arbitration in accordance with the International Commercial Arbitration Rules (the “Rules”) of the American Arbitration Association (the “AAA”), as modified herein.
3. All arbitration proceedings, shall be in English language and shall take place in the City of New York, New York, United States of America.
4. Should any provision of this agreement be invalid or in the event of any contractual gaps, the validity of the remaining provisions shall not be affected thereby. The provision which most closely corresponds to the spirit and the purpose of the invalid provision shall be considered as agreed in lieu of the invalid provision.
5. In case both parties have agreed to incorporate additional provisions or to amend or waive existing stipulations it has to be done in writing whereby the date of the last signing is the date of entrance, unless agreed upon otherwise in writing.

Company: **SES LLC** Company:

Authorized person: Authorized person:

Signature: Signature:

Date: Date: