



ISCC 251-01
Cooperation Agreement

Cooperation Agreement

V 5.0 – 01 July 2021

Copyright notice

© ISCC 2021

This ISCC document is protected by copyright. It is freely available upon request.

No part of this copyrighted document may be changed or amended. The document may not be duplicated or copied for commercial purposes without the permission of ISCC.

Document title: ISCC 251-01
Cooperation Agreement

Issue date: 01 July 2021

Contents

Preamble.....	4
1. Subject-matter of the Agreement	4
2. Duties of the Cooperating Certification Body	5
3. Duties of ISCC System GmbH	5
4. Termination of the Agreement.....	5
5. Fees and Tariff Rates / General Terms of Certification / Liability.....	6
6. Concluding provisions	7
Acknowledgement of Receipt.....	7
Side letter.....	8

Cooperation Agreement

Between

(1) ISCC System GmbH

Hohenzollernring 72

D-50672 Köln, Germany

("ISCC System GmbH")

and

(2) Korea Foundation for Quality

13th fl., Woolim Lion's Valley Bldg. B, 168

Gasam digital 1-ro, Geumcheongu, Seoul

Republic of Korea

(the "Cooperating Certification Body")

Preamble

The Parties intend to cooperate in the future in the matter of sustainability certification in accordance with ISCC EU, the ISCC standard recognised by the European Commission and ISCC PLUS, a certification system for food, feed and other technical/chemical or bioenergy applications. By entering into this Agreement, the Parties establish the contractual basis for a future partnership.

1. Subject-matter of the Agreement

1.1. ISCC is a global certification system for implementation of the Renewable Energy Directive (EU) 2018/2001 and the corresponding international and national implementing regulations, as well as for voluntary or statutory sustainability and greenhouse gas certification schemes in other markets.

1.2. The Cooperating Certification Body can issue certificates according to the ISCC certification system once it has been recognised by the competent government agencies or by national accreditation bodies. This Cooperation Agreement, the General Terms of Certification, the Terms of Use and the Fees and Tariff Rates of ISCC System GmbH form the basis for the issuing of certificates according to the ISCC certification system.

- 1.3. The sole contractual framework between the Parties will be the provisions laid down in this Agreement and in the documents included within it. There are no verbal side-agreements.

2. Duties of the Cooperating Certification Body

- 2.1. The Cooperating Certification Body undertakes to arrange for any auditors that it engages to undergo one-off training before starting work as ISCC auditors and, in the event of any fundamental changes to the ISCC certification system, additional training on courses run by ISCC System GmbH. A charge will be made for this.
- 2.2. The Cooperating Certification Body undertakes to appoint a certification manager to act as a contact person for ISCC System GmbH. The appointed certification manager will be indicated as such on the ISCC website and will be named as contact person for the certificates issued by the Cooperating Certification Body and published on the ISCC website.
- 2.3. The Cooperating Certification Body will comply with the rules, obligations and requirements of the ISCC certification system in its respective variant.

3. Duties of ISCC System GmbH

- 3.1. ISCC System GmbH will recognise those certificates that have been issued by the Cooperating Certification Body in accordance with this Agreement.
- 3.2. ISCC System GmbH undertakes to inform the Cooperating Certification Body of any changes to the documents relating to this Agreement. ISCC System GmbH will provide details of such changes via the ISCC websites and by e-mail. Amendment notices will be sent by e-mail to the certification manager appointed by the Cooperating Certification Body.
- 3.3. ISCC System GmbH undertakes to treat as confidential any information provided by the Cooperating Certification Body. The publication of information according to the General Terms of Certification on the ISCC home page is expressly permitted and will not require prior written approval from the Certification Body, notwithstanding the individual provisions of the General Terms of Certification.

4. Termination of the Agreement

- 4.1. Either ISCC System GmbH or the Cooperating Certification Body may terminate this Agreement, notwithstanding point 1.2 of the General Terms of Certification, by giving three months' notice in writing to the end of a month. Any existing certificates will remain valid.

- 4.2. ISCC System GmbH may terminate the Agreement without notice and with immediate effect if there is substantial doubt as to whether the Cooperating Certification Body is complying with the contents of the Cooperation Agreement or the applicable statutory provisions on sustainability or on double counting of liquid or gaseous biofuels or the rules of the ISCC system, or it is suspected that the applicable statutory provisions on sustainability or on double counting of liquid or gaseous biofuels or rules within the ISCC system are being violated. Existing certificates will remain valid unless there is substantial doubt as to compliance with the above provisions in the case of specific certificates.
- 4.3. The expiry of the Cooperating Certification Body's recognition by competent government agencies or other accreditation bodies will automatically cause this Agreement to be terminated on the date on which the recognition expires, without separate notice being given. Any existing certificates will remain valid.
- 4.4. In the event of termination of the Agreement, the Cooperating Certification Body will not be refunded any of the fees paid to ISCC System GmbH.
- 4.5. ISCC System GmbH will not be obliged to pay compensation for any losses incurred by the Cooperating Certification Body as a result of terminating the Agreement.

5. Fees and Tariff Rates / General Terms of Certification / Liability

- 5.1. In the event of conflict between this Agreement and the following Annexes, the provisions laid down in this Agreement take priority. The following Annexes to the Cooperation Agreement will apply, in this order of priority:
- 5.1.1. Annex 1: General Terms of Certification of ISCC System GmbH in the latest version.
- 5.1.2. Annex 2: Fees and Tariff Rates of ISCC System GmbH in the latest version.
- 5.2. The Cooperating Certification Body is aware that the General Terms of Certification and the Fees and Tariff Rates are available for download at any time from the ISCC home page (www.iscc-system.org).
- 5.3. In case of wilful intent, the Cooperating Certification Body is liable according to statutory provisions. In any other case, liability of the Cooperating Certification Body is limited to the reimbursement of the damage typically predictable but not exceeding 5.000.000,00 € (in words: five million Euro) per calendar year. The Cooperating Certification Body is only liable to pay damages for such shortcomings and/or malperformances, which are directly connected to the service provided by the Cooperating Certification Body. Reimbursement for indirect damages or reimbursement for consequential harm caused by defect is excluded.

6. Concluding provisions

- 6.1. This Agreement will enter into force when signed by both Parties.
- 6.2. If any individual provisions of this Agreement should prove to be invalid or the Agreement should contain loopholes, the validity of the remaining provisions will not be affected. In place of the invalid or unenforceable provision, a valid and enforceable provision will be inserted that approximates as closely as possible in effect to the commercial aims of the Parties, as intended with the invalid or unenforceable provision.
- 6.3. Any change to this Agreement must be made in writing. This also applies to the requirement for the written form itself.
- 6.4. This Agreement will be subject to German law. The place of jurisdiction for any disputes arising out of the contractual relationship will be Cologne.

Ji Young Song

Cologne, 17 August 2022

Neelke Doornik

ISCC System GmbH

Seoul, President & CEO : Ji-young SONG

Korean Foundation for Quality

Cooperating Certification Body

ACKNOWLEDGEMENT OF RECEIPT

We have received and taken note of the **General Terms of Certification** and the **Fees and Tariff Rates** in their respective current version.

Seoul, 2022-08-08

City Date

Korean Foundation For Quality

Cooperating Certification Body