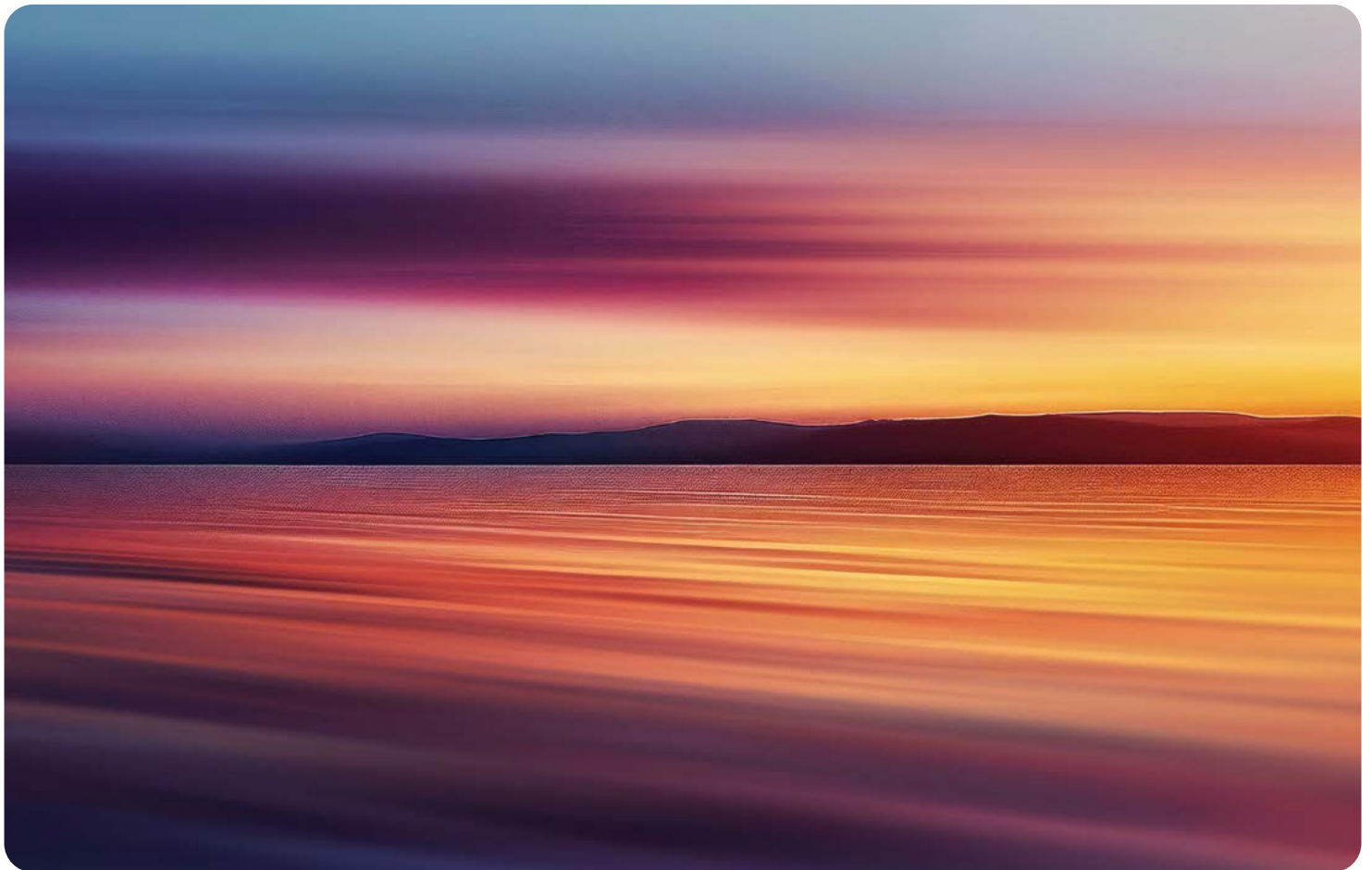




Climate
Activator

TRADEMARK & CLAIMS POLICY

Version 1.3 – July 2024



Climate Activator Certification Programme

Anthesis wants to accelerate the transition to a net-zero carbon economy. We help our clients to reduce their carbon emissions and their environmental impact, by offering 4 services: (1) we calculate your carbon footprint, (2) we advise you how to reduce your emissions, (3) we offer credible offsets for emissions that cannot be reduced (yet), and finally, (4) we offer a practical and impactful certification programme that allows certified clients to proudly use the Climate Activator Trademark. For more information, see: www.anthesisgroup.com/solutions

This Trademark & Claims Policy, together with the Standard and Assurance Protocol form the core programme documents of the Climate Activator Certification Programme. This Trademark & Claims Policy has been revised in 2024, in collaboration with a selection of stakeholders following the ISEAL Codes of Good Practice. Reason for this revision was to align with upcoming (green) claims legislation and to facilitate for Programme rebranding.

This new version of the Trademark & Claims Policy is published on and becomes effective from the 1st of July, 2024 (with a grace period of three (3) months where needed. The document is available in English, which should be considered as the official and binding version and is publicly available for free from our Certification Programme website and printed in limited edition. For more information about the Climate Activator Certification Programme, please consult our website: www.climateactivator.org or mail to: certification@anthesisgroup.com.

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CONTENTS

- 1 Introduction 4
- 2 Rulebook..... 4
 - 1. General provisions 4
 - 2. The Climate Activator Trademark..... 5
 - 3. How to use the Trademark and make claims?..... 7
 - 4. How to use the Trademark and make claims ‘off-pack’? 8
 - 5. How to use the Trademark and make claims ‘on-pack’?..... 8
 - 6. How to use the Trademark and make claims ‘on-service’? 9
 - 7. What claims and Trademark use is appropriate? 9
 - 8. Is there an approval process preceding Trademark and claims use?..... 11
 - 9. When can the Trademark (and claims) be used? 13
 - 10. Available Trademark formats and colors..... 13
 - 11. What are the costs for Trademark and claims use? 14
 - 12. When is Trademark use and claims-making considered to be misleading? 16
 - 13. When is the Trademark and/or claims approval withdrawn? 17
 - 14. How to report misuse or misleading use of the Trademark and claims? 18
 - 15. Disclaimer..... 18

1 Introduction

This Trademark & Claims Policy complements the Climate Activator Standard (further referred to as the 'Standard') and the Assurance Protocol and is aligned with [ISEAL's Good Practice Guide on Sustainability Claims](#), and (draft) claims regulation, where possible. It describes the different Climate Activator Trademark options (further referred to as the 'Trademark') as well as the rules regarding Trademark use and claims-making. All (prospective/certified) clients, further referred to as (prospective) Certificate Owners, or (prospective) 'COs', are expected to accurately follow the rules stipulated in this document, so that misuse or misleading use of the Trademark is prevented, legitimate claims are made and the overall Programme's integrity and credibility is protected.

2 Rulebook

1. General provisions

- '(Prospective) Certificate Owner' (CO): refers to the CO's legal entity that has been certified in the past or the prospective CO's legal entity wishing to become certified in the future. This entity is responsible for compliance with the Standard for the chosen certification scope. Upon a positive certification decision, this entity is owner of the certificate, may make claims about its compliance and may use the Trademark.
- 'End-user': refers to a brand owner or retailer (often the last link in the supply chain) that is licensed to sell the CO's certified product or service to consumers, usually under a 'brand name'. Consumers are NOT considered to be an end-user. If an end-user is licensed to make claims about the CO's compliance and endorsed to use the Trademark, all rules stipulated in this document then apply also to the end-user.
- 'Certification Body' (CB): refers to the third party responsible for independent verification of (prospective) COs' compliance with the Standard.
- 'Anthesis Group' (Anthesis): refers to the scheme owner.

(Prospective) COs, whether (intending to become) certified for their organisation, product(s) and/or service(s), always commit to:

- Adhere to this policy document to their best knowledge and capabilities¹;
- Intend to display the Trademark and associated QR Code and/or personalized URL link off-pack and/or on-pack (if permitted), accompanied by a (short) text claim or explanation following the rules in the section hereunder, in order to be recognizable as a CO₂;
- Publish the information related to the CO's certification status on the CO's website (and website of the end-user, if applicable, see [textbox 1](#)), following the approval procedure stipulated in [section 8](#);

¹ Additional guidelines can be found in the [ISEAL's Good Practice Guide on Sustainability Claims](#).

² Use of the trademark and claims-making is strongly advised, but not mandatory

- D. Agree that Anthesis may publish information related to the CO's certification status as well as other relevant information defined in [section 2](#) on the Certification Programme website either via a QR Code and/or a personalized URL link (see [section 2](#)) and may also publish the brand name or brand logo (or other identification³) of the certified product(s) or service(s);
- E. Not share the Trademark with other organisations, except for organisations assigned by the CO, such as manufacturers or design companies of the packaging material for the certified product, or end-users of the certified product or service;
- F. Obtain approval from Anthesis prior to external communication about the Climate Activator Certification Programme and/or prior to making claims and/or using the Trademark, following the rules stipulated in [section 8](#).

IMPORTANT NOTES REGARDING CERTIFICATION OF A PRODUCT:

In the event the (prospective) CO and its end-user(s) (i.e. the brand owner or retailer) have agreed that Trademark use and claims-making is handled by the end-user, the end-user may contact Anthesis for Trademark approval and claims use instead (provided the CO is included in email exchange). In that case, all rules stipulated in this document apply to the end-user. Nevertheless, the final liability and responsibility for accurately following these rules remain with the (prospective) CO. It is the responsibility of the (prospective) CO to seek consent from end-users to display the brand name or brand logo.

To facilitate control for the (prospective) CO, CB and Anthesis, the (prospective) CO needs to have a contract with its end-user(s) in place that stipulates the legal responsibilities between both parties throughout the approval process and also in case of termination of certification (see [section 13](#)). In addition, all end-users are requested to sign a license agreement with Anthesis (see [Assurance Protocol, section 2.3](#))⁴.

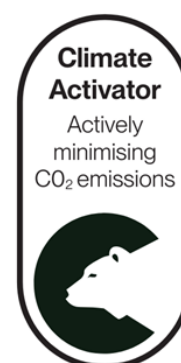
Also, the (prospective) CO maintains a registry of certified products per end-user. If a new end-user and/or new brand name is added outside the certification cycle (see [section 8, step 6](#)), the (prospective) CO shall inform Anthesis latest three (3) weeks prior to sending packaging designs for printing.

Textbox 1: Rules related to end-users

2. The Climate Activator Trademark

To comply with future green claims regulation and to facilitate Programme rebranding, the Climate Neutral Certified Trademark and associated climate neutrality claims will be gradually phased out and the new Climate Activator Trademark will be gradually introduced.

- **Existing COs certified for the scope 'product or service':** shall phase out the Climate Neutral Trademark as soon as they redesign or use new packaging material or if new approvals need to be requested (see [section 8, point 6](#)). If adding new products or product categories which do not require new approvals, the CO can decide which claim to use for these added products. The final transition deadline is the 1st of January 2026, meaning that by that date all climate neutrality claims and the use of the Climate Neutral Trademark shall be fully replaced.
- **Existing COs certified for the scope 'organisation':** Idem as above, but the transitioning needs to be completed one year earlier, by the 1st of January 2025.
- **New COs (certified for the first time, regardless of the scope of certification):** shall use the Climate Activator Trademark from the date this Trademark & Claims Policy is published.



Regulatory requirements and (green) claims legislation will increasingly require compliance substantiation and full transparency of progress. Anthesis therefore introduces an online platform by 2025 the latest -centrally managed by Anthesis as part of the Certification Programme website- to display CO-specific compliance data. When coming across a certified product/ service or organization with the Climate Activator Trademark, consumers or other interested 'users' can either scan a QR Code or type a URL link (customized specifically for the CO/ end user, e.g. www.co2act.org/companyX), which will then, via one click away, redirect the consumer/ user to this platform where the certification scope and status of the certified organization, product(s) and/ or service(s), as well as documentation that substantiates the legitimate use of the Trademark is transparently displayed. The use of this platform is free of charge, but inherently included in the Programme Fee (see: [section 10](#)).

The QR Codes and/ or personalized URL link shall be provided by Anthesis as part of the approval process (see: [section 8](#)), and depending on the certification scope can be printed on- or off-pack. CO's or end-users must assure the QR Code and/ or personalized URL link is of sufficient size so that it is easily scannable or readable.

The use of either a QR Code or a personalized URL is always mandatory for all CO's and/ or end-users in all cases from the 1st of January 2026 onwards (or earlier if prescribed by regulation), whenever a claim is made or the Trademark is used (whether on- or off-pack).

However, Anthesis highly recommends COs using this platform as soon as it is available, for two reasons: (1) to mitigate risks of public scrutiny for not being transparent and able to publicly demonstrate compliance, and (2) to give sufficient time to align business operations, hence not to wait till the deadline of the 1st of January 2026 (or earlier if legislation comes into force earlier). As an exception to this, the use of QR Code and/ or personalized URL links is also mandatory as soon as the platform is available for all existing or new COs that are obliged to use the Climate Activator Trademark following the rules indicated above. Finally, note that during this transition phase, it is up to the COs to decide which of the optional data fields to make public, see [table X](#) below.

For the period after the 1st of January 2026, Anthesis will be prescriptive about the information that needs to be publicly disclosed at that time, which is fully depending on the how regulatory requirements evolve.

Mandatory fields	Optional fields
1. Name of the CO 2. Name of end user/ brand + URL of end user/brand sustainability page (if applicable); 3. Certification scope (prod/ org/ serv); 4. Certification status + 1st year of certification + validity of current certificate 5. Baseline footprint (PCF) + baseline year 6. Last audited footprint (summary) 7. Reduction targets with timelines 8. On track status: yes/ no (explanation flexibility rule) 9. Name and location of offsets purchased + type of offsets (avoidance, removal, etc) + name of the offset standard + methodology used	1. Description of boundaries + explanation of segmentation and applied method 2. Country presence/ in which countries the product is commercialized 3. Detailed baseline footprint (PCF) calculation + evidence of calculation 4. Detailed interim footprint calculations + evidence of calculation 5. Detailed overview of reductions achieved, planned and committed + future reduction plan calculations + evidence 6. Registry ID + retirement status

Table X: Mandatory and optional data sets to disclose

IMPORTANT NOTE: Where reference is made hereunder to the Trademark, this implies the use of the Climate Activator Trademark combined with either the QR code or personalized URL link (or both) provided by Anthesis.

Summarizing, the rules around the use of the Trademark and QR Code/ personalized URL link, and transition rules are given below:

	New clients - all scopes	Existing clients - C-Prod/ C-Serv	Existing clients - C-Org
Use of new Trademark	From moment that this Trademark & Claims Policy is published	2024 - 2025: - When redesigning / using new packaging material and/ or - When requesting new approvals/ 2026: Full transition by 1 st of January 2026	2024: Idem as C-Prod/ C-Ser 2025: Full transition by 1 st of January 2025
Use of QR Code/ personalised URL	2024 – 2025: As soon as the platform is available: fully aligned with rules for use of new Trademark. When applicable, the CO must display all mandatory fields and may choose from optional fields. 2026: Full transition by 1 st of January 2026 (or earlier if legislation requires this), for all optional and mandatory fields, to be aligned with regulatory needs.		

3. How to use the Trademark and make claims?

Certification Scope	Off-pack	On-pack	'On-service'
Organisation	x		
Product	x	x	
Service	x		x

Table 1: Use of Trademark and claims

³ E.g. product-name, product-logo, service-name, service-logo.

⁴ For existing COs, license agreements will be signed with end-users upon renewal of the CO's contract with Anthesis. For new (prospective) COs, this applies from the 1st of May, 2022 onwards.

- i. **For certification of the organisation:** Trademarks and (text) claims shall be made in relation to the organisation, and clearly refer to the GHG emission sources covered under the agreed boundaries of the organisation itself (see [criterion 2.1 and 2.2 of the Standard](#)). Also, claims shall be made in such a way that they cannot be associated with a certain product or service delivered by the organisation or products and services in general (see also [section 4](#)).
- ii. **For certification of a product:** Trademarks and (text) claims shall be made (i.e. printed) on the certified product(s) itself, following the rules in [section 5](#), and not on any other (non-certified) products. Claims and Trademark use may also be off- pack, following the rules in [section 4](#). All claims shall clearly refer to the GHG emission sources covered under the agreed boundaries of the certified product e.g. from 'cradle-to-gate,' 'cradle-to-shelf' or from 'cradle-to-grave' (see [criterion 2.1 and 2.2 of the Standard](#)).
- iii. **For certification of a service:** Trademarks and (text) claims shall be made in such a way that they can be directly associated with the certified service, following the rules in [section 6](#) (and [section 4](#), if applicable). If the (prospective) CO requires tools or equipment in order to provide or execute the service, such as transport vehicles or machinery, Trademarks and claims may be printed thereon. All claims shall clearly refer to the GHG emission sources covered under the agreed boundaries of the certified service (see [criterion 2.1 and 2.2 of the Standard](#)).

4. How to use the Trademark and make claims 'off-pack'?

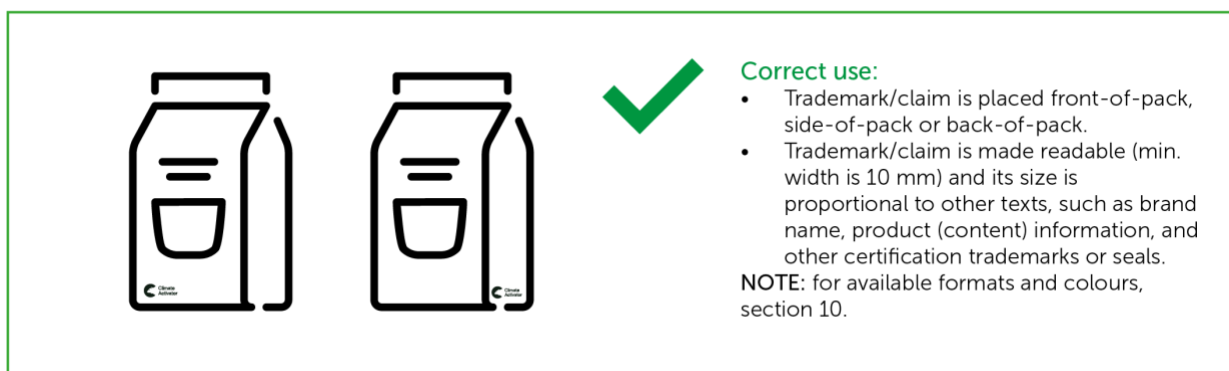
Trademarks and claims may be used 'off-pack', such as in general company brochures or on other press-work, on the CO's website, in advertisements, in social media, in company reports (e.g. annual reports), on company vehicles or fleet (provided the CO does not provide transport-related services⁵), etc. For certification of a product or service, 'off-pack' use is allowed, provided that the name or another unique identifier of the certified product(s) or service(s) is clearly mentioned.

5. How to use the Trademark and make claims 'on-pack'?

Trademarks and claims may be used 'on-pack', as illustrated through below pictures in figure 2.

- i. In the case of only outer-packaging (e.g. if the product still needs to be repacked in units for onwards selling or consumption), Trademarks and claims may be printed on the outer-packaging material.
- ii. If no packaging is used at all, Trademarks and claims may be printed on or attached to the product itself.
- iii. If limited space is available for extensive claims on the product or its packaging, only the Trademark with a QR Code or a personalized URL (directing to the Certification Programme website) suffices.
- iv. If a product consists of many ingredients and an exception is granted that only a significant part of these ingredients has been included in the boundaries (see [criterion 3.1 of the Standard](#)), this shall then be clearly communicated through an explanatory text accompanying the Trademark.

NOTE: If the packaging material itself is certified (and not the content therein, i.e. the product itself), the Trademark may be printed on the packaging material, but the claim shall clearly describe that it is the packaging that is certified (and not the content). Ideally, the Trademark shall be printed on a less visible place, e.g. on the inside, back-of-pack or side-of-pack.



⁵ Otherwise, the Trademark or claim may suggest that the service is certified.

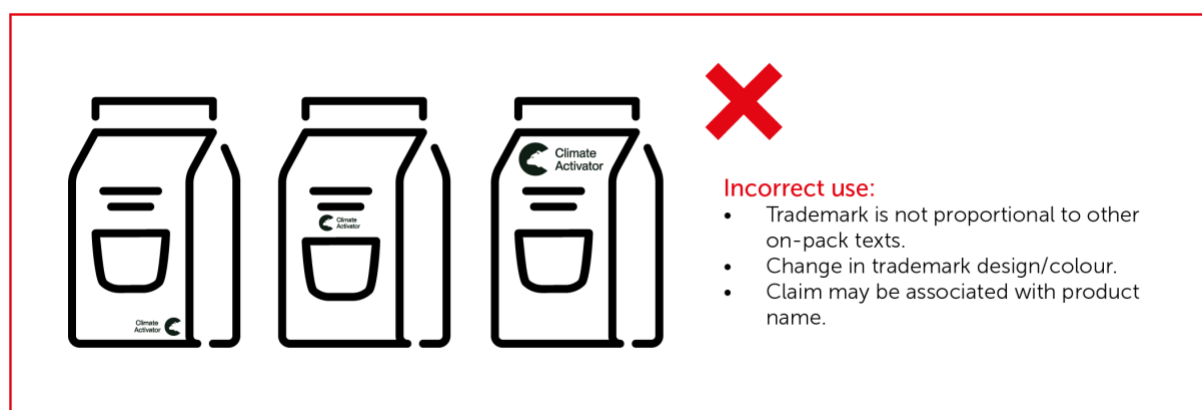


Figure 1: Examples of correct and incorrect use of Trademark and claims

6. How to use the Trademark and make claims 'on-service'?

Trademarks and claims may be used 'on-service', meaning that the claim or Trademark may be printed on tools, equipment or other tangible items that are used to provide or execute the service, such as transport vehicles, machinery, equipment, etc.

7. What claims and Trademark use is appropriate?

- Trademark use, whether on-pack or off-pack, shall be accompanied by a (short) explanation (or claim) including the certification website url: www.climateactivator.org / www.co2act.org, and from the availability of the online Anthesis information platform a QR Code and/ or a personalized UR, see [section 2](#).
- Ideally, claims or explanatory texts are as brief but as complete as possible and shall be clear and transparent and cannot be misleading. A QR Code or a personalized URL link is considered the shortest possible explanation (claim), e.g. in the case packaging material is too small for long texts).
- All explanations or claims shall make reference to the certification scope (organisation, product, service) and the footprint's organisational and operational boundaries (i.e. overclaiming is not permitted). If certain GHG emission sources are excluded, or if exceptions are made, this is clearly communicated in the claim. If the CO makes use of the 'cradle-to-gate' or 'cradle-to-shelf' option in the case of 'certification of a product', or leaves out the use and disposal phase in the case of 'certification of a service' (see [criterion 2.2. of the Standard](#)), this shall be clearly explained in the claim. [Section 11](#) gives several examples of misleading claims.
- Combining the Trademark with other sustainability logos, seals or trademarks is permitted, as long as these do not make an explicit climate, carbon and/or CO₂ claim.
- The Trademark may not be placed or used in such a way that the impression can be created that the Trademark belongs to a brand or organisation other than Anthesis.
- Anthesis reserves the right to impose certain conditions to claims-making and/or the use of the Trademark, e.g. for COs that operate in an ethically sensitive sector.

Please note:

For claims containing the word "CO₂", the subscript functionality shall be used in on- and offline communications: CO₂ > 2 in subscript and in html ₂.

Textbox 2: Wording of CO₂

Examples:

Certification of a product:

10% Less CO₂ in 5 years

We are Climate Activator certified: We are actively minimizing the CO₂ emissions of this product. Between 2018 and 2023, we reduced the CO₂ emissions of our bananas ("from farm to fork") by 10%. This has been third-party verified. We are committed to reducing these emissions by another 15% by 2030. Until we reach zero emissions, we are also investing in a VCS-certified climate-smart project ('AquaCarbon' in Malaysia) to take responsibility for the remaining emission as well! For more info, scan the QR Code.



Certification of the organisation:

Less CO₂ emissions every year. Certified.

We are Climate Activator certified since 2020. This means we are actively minimizing our CO₂ emissions year after year and our efforts have been third-party verified against strict criteria. We are committed to reducing our emissions by at least 3% annually in line with the Paris Agreement. Until we reach zero emissions, we are also investing in a Gold Standard certified climate-smart project ('Cookstoves Project V' in Zanzibar) take responsibility for the remaining emission as well! For more info, visit www.climateactivator.org/companyX.

Certification of a set of products:

5% less CO₂ per kg of coffee

We are Climate Activator certified. This means we are actively minimizing the CO₂ emissions associated with our 'Dark Arabica' coffees. In 2018, 95% of our emissions came from our supply chain. That's why we have been working with our suppliers to help reduce their emissions. In 2023, we invested in new farming practices which have reduced the CO₂ emissions of our coffee by 5%. We continue to look for more ways to minimize our emissions. Until we reach zero emissions, we are also investing in a VCS-certified climate-smart project ('AquaCarbon' in Malaysia) take responsibility for the remaining emission as well! For more info, scan the QR Code.



Certification of a service:

100% electric transport

We are Climate Activator certified. This means we are actively minimizing the CO₂ emissions associated with our transport services. We make use of 100% electric transport and we continue to look for more ways to minimize our emissions. Until we reach zero emissions, we are investing in a Gold Standard certified climate-smart project ('Cookstoves Project V' in Zanzibar) to offset the remainder. For more info, visit www.climateactivator.org/companyY.



8. Is there an approval process preceding Trademark and claims use?

Trademark and claims approvals need to be in place (for all on-pack and off-pack use) prior to the audit. Subject to approval are all publicly used designs and texts⁷, whether used by the CO or the end-user, that A) make reference in any way to the Climate Activator Certification Programme, B) can be associated with climate-related (achievement or target) claims, and/or C) make use of the Climate Activator Trademark.

(Prospective) COs shall submit their proposals on how they wish to make claims and use the Trademark (e.g. draft website texts or packaging designs) to Anthesis as outlined hereunder. As international claims legislation is gradually progressing and maturing, Anthesis will align approvals as much as possible with the latest insights in the context of this (draft) green claims regulation.

With the upcoming online Anthesis information platform the approval process will be slightly adapted: When the proposed claim or Trademark use is deemed satisfactory, Anthesis will issue a tentative approval (design approval) and share a QR Code and/ or personalized URL link. Note that the QR Code/ URL link can also be requested earlier, if it is part of the design. In the meantime, (prospective) COs may start printing packaging material or brochures, etc, but this at the risk of the (prospective) CO. However, only once the CB has issued a positive certification decision, the tentative approval becomes a definite approval and these design concepts (as approved by Anthesis) may be brought to the public domain, e.g. published or distributed.

⁷ With the exception of reoccurring approval requests as indicated under step 6.

In detail, the following procedure applies:

1	Prior to the audit, the (prospective) CO needs to have all tentative trademark and claims approvals in place in accordance with criterion 5.2. of the Standard. As such, latest three (3) weeks prior to the audit date and latest three (3) weeks prior to the deadlines mentioned under A, B and C (see below), the (prospective) CO submits an approval request for all Trademarks and/or claims use to Anthesis by email to: approval@anthesisgroup.com. If the end-user requests approval, the (prospective) CO shall be included on the email exchange. As part of the request, the (prospective) CO also requests a QR Code and/ or personalized URL link. Note that the QR Code/ URL link may also be requested earlier, if it is part of the design. A. For on-pack use: Always obtain design approval for packaging material, prior to printing of packaging material (or of the certified product, if the Trademark or claim is printed thereon). B. For off-pack use: Always obtain design approval for publication on the CO's website (e.g. sustainability page), press releases or news item, prior to public launch; C. For on-service use: Always obtain design approval, prior to public use, whether the Trademark and/or claim is made on-pack or off-pack. NOTE: Earlier tentative approval requests may be submitted e.g. if the (prospective) CO or end-user already wishes to start printing packaging material or brochures, however this is at the risk of the (prospective) CO and conditional to a positive certification decision. NOTE: Anthesis does not share marketing material nor Trademarks or other logos if the contract between Anthesis and (prospective) CO (and the license agreements with end-users) has not been signed yet (see Assurance Protocol, section 2.3).
2	Anthesis responds to the (prospective) CO's approval request within one (1) week by email with either a tentative approval confirmation, or required adjustments to be made.
3	If adjustments are required, the (prospective) CO resubmits a revised approval request and Anthesis responds again within one (1) week.
4	During the audit, the (prospective) CO demonstrates Anthesis's tentative approval email to the CB. NOTE: the (prospective) CO is required to submit all audit documentation, including the Trademark and claims approvals from Anthesis latest two (2) weeks prior to the audit to the CB (see Assurance Protocol, section 2.3). Failure to submit the approvals in due time may lead to a non-conformity.
5	After a positive certification decision (see section 9), the CO may make claims and/or use the Trademark as agreed with and tentatively approved by Anthesis. That means that the tentative approval becomes a definite approval and that e.g. the draft texts may now be made public on the CO's company website, the printed material may be distributed and the packaging material may be used.
6	If after the audit (and the positive certification decision) the CO wishes to make other off-pack claims and Trademark use (e.g. a new company brochure is launched a few months later), this is permitted and does not require separate approvals, provided this in accordance with previously issued off-pack approvals. If after the audit (and a positive certification decision) the CO wishes to launch more products as certified and thus make on-pack claims and use the Trademark for these new products, this is permitted and does not require new approvals, provided A) these new products belong to a product category that is already certified (see Standard, criterion 2.1 and Assurance Protocol, textbox 2, point 3), B) the claim is the same as the already approved one and C) Anthesis is informed, so that these products can be added to the Certification Programme website (see section "Check-a-label"). For press releases, approval from Anthesis shall always be obtained. In case of doubt, Anthesis always recommends to contact approval@anthesisgroup.com, to prevent a situation of illegitimate claiming and all consequences thereof.

Table 2: Trademark and claims approval process.

NOTE: Deviation from the above steps is only permitted after written approval from Anthesis. Failure to submit the approval requests in due time (i.e. to obtain the required approvals prior to the audit and prior to public use or display), may lead to certification delays, suspension or non-certification.

9. When can the Trademark (and claims) be used?

For first year of certification:

- i. COs that have received a positive certification decision for their first audit may start using the Trademark and may start making claims. The certification decision is communicated by the CB to the CO in the form of an audit report or a certificate. Only when the certification decision is positive, the CO may public claims and use the Trademark publicly (see [Assurance Protocol, section 2.3](#)).

For subsequent years of certification:

- ii. COs that are found compliant with the Standard after a consecutive audit resulting in a positive certification decision may continue using the Trademark for another validity period (see [Assurance Protocol, section 2.5](#)).

10. Available Trademark formats and colors

The Climate Activator Trademark is available in 3 different options:

- i. Climate activator, actively minimizing emissions (the preferred logo)
- ii. Climate activator certified (in 2 different shapes)
- iii. Actively minimizing CO₂ emissions (in 2 different shapes)

Standard colour is black & white. The black can be adjusted into any colour, the white always has to be white.

The slogan 'Actively minimizing CO₂ emissions' in consultation with Anthesis can be translated into any language.

For obtaining the Trademark kindly contact: approval@anthesisgroup.com.



11. What are the costs for Trademark and claims use?

The programme fee (excl. VAT) entitles COs to use the Trademark and to make claims about the CO's compliance with the Standard. The programme fee structure is defined as follows:

Table 5: Programme fee

Certification of the organisation / product / service	
Tonnage (CO ₂)	Annual fee in €/ton CO ₂
0 – 1,000	n/a
1,000 – 5,000	1.50
5,000 – 25,000	1.00
25,000 – 50,000	0.50
50,000 – 100,000	0.40
>100,000	0.30
>500,000	0.20

The programme fee is calculated in the same way for all certification scopes (i.e., organisation, product, or service), based on total certified volume. The total certified volume means the total t CO₂eq of the gross¹ footprint of the organization (for organization scope) or the gross² footprint of all certified products and/or services combined (for product and service scopes). A minimum tonnage fee of 1,000 t CO₂eq shall be applied. Existing COs (certified in years prior to 2024) can apply for a 'transition programme fee' for the transition years 2024 and 2025, to be requested from Anthesis: [New Email Address TBD@anthesisgroup.com](mailto:TBD@anthesisgroup.com).

- If a CO is certified for all its products or services (i.e. its entire product or service portfolio), the CO automatically becomes certified for its organisation (because all scope 1, 2 and non-attributable scope 3 emissions shall be included in the footprint anyways). In this case, the CO only pays the programme fee for its products or services and does not pay the organisation programme fee.
- If a CO is only certified for some products or services, plus certified for the organisation, double counting can be prevented, by not accounting for the scope 1 and 2 emissions of the product footprint (as this is covered under the certification scope organisation).
- If the CO is only certified for some products or services, the CO pays the programme fee of its products or services, corresponding with the total footprint of the certified product(s) or service(s).

The programme fee shall be charged over the time the CO is certified and is entitled to make claims. The moment of payment shall be aligned with the offset payment cycle⁹ (see [Assurance Protocol, section 2.3, step 1](#)). That means the following options are available, to be agreed between the (prospective) CO and Anthesis¹⁰:

1. The programme fee is charged upfront annually in the form of a lump sum, based on the CO's estimated footprint volume for the scope of certification for the same year the programme fee is due.
NOTE: For first year of certification: the programme fee is proportionally calculated for the timeframe that the CO is certified and may make claims. Example: if the CO receives a positive certification decision on the 1st of October 2022, then the programme fee for 2022 to be paid is 3/12 * annual fee, based on the estimated 2022 footprint.
2. The programme fee is charged retro-actively on a quarterly basis, over the sales of certified products or services in the past three (3) months (only possible in the case of certification of a product or service and when the annual total footprint of the CO exceeds 10,000 t CO₂eq).

When the programme fee invoice is sent, the definite footprint (ascertained after the audit) and the date a positive certification decision is issued, are usually unknown. This most likely means too much or too little has been paid by the CO. If so, Anthesis will settle the fee after the audit and issue an additional invoice or credit note.

If after the audit and the settlement process, it turns out that the footprint was incorrectly ascertained (meaning too little or too much programme fee and offsets have been paid), this cannot be undone anymore retro-actively, except for the situation whereby the mistake was caused by Anthesis or in the case of deliberate fraud. Anthesis reserves the right to issue other exceptions, to be decided on a case-by-case basis.

¹ Gross footprint is the total footprint before any offsets, inseting, RECs or GoOs have been purchased.

² Idem

⁹ If offsets are purchased from Anthesis. If offsets are not purchased from Anthesis, the programme fee is charged upfront in the form of a lump sum (option 1).

¹⁰ If desired to deviate from these two options, kindly contact your Anthesis client manager.

12. When is Trademarks use and claims-making considered to be misleading?

The use of claims and the Trademark should correspond with the certification scope and the operational and organisational boundaries (see [section 3](#)), and may not give room to multiple interpretations.

Example 1 of misleading claims

Company X provides a range of online services for customers to store their data in the cloud. This data is stored on servers that consume a lot of electricity. These servers are owned by sister company Y. Company X is certified for the organisation and the servers' electricity use is excluded from the scope. Company X has placed the Trademark on the website where customers can actually upload their data and proudly announces to be *"the first data storage centre that is climate activator certified"*.

Why is this misleading?

The trademark may not be placed in such a way that it could be interpreted differently. In this example, and because the trademark is directly placed 'on the service' itself (on the website), the claim may suggest that the data uploading service is certified, which is not the case. Also, the claim 'climate neutral' is not permitted anymore.

What is then possible?

Company X may report about their GHG reduction achievements for its organisation scope in its annual report or on a more general webpage, e.g. the company profile page. The claim should then clearly describe that the certified scope is the organization itself, and not the service.

Textbox 3: Examples of misleading claim

Example 2 of misleading claims

Company Z has set a reduction target of 30% in 2030 for its certified bananas (compared to baseline 2020). They claim the following on pack: "We have reduced our banana footprint with 10% since 2020 and we will further reduce our footprint with 20% by 2030."

Why is this misleading?

There is no guarantee that company Z will reach the additional 20% reduction by 2030, hence they cannot claim as such.

What is then possible?

To make sure the claim cannot be misinterpreted, better wording would be: "Since 2020, we have reduced our banana footprint with 10% and we strive to reduce this footprint with another 20% by 2030."

13. When is the Trademark and/or claims approval withdrawn?

The right to use the Trademark and/or to make claims can be withdrawn by Anthesis and/or the CB in the following instances, see also [Assurance Protocol, section 2.8](#):

- A. **Non-certification or suspension:** the CO is not compliant (anymore) with the Standard, or a negative certification decision has been issued;
 - B. **Voluntary termination:** the CO ends the programme contract (with Anthesis) or the audit contract (with CB);
 - C. **Payment failure:** Anthesis or CB ends the programme contract or audit contract and the CB issues a suspension/non-certification, if the CO does not pay respective fees in due time;
 - D. **Fraud:** the CO has deliberately committed fraud, made false promises or misused the claims or Trademark and the CB issues a suspension/non-certification.
- In the case of non-certification, suspension or voluntary termination of the certificate by the CO, the *'No Use of Trademark and Claims Declaration Form'* is signed by both the CO, Anthesis and CB, in which agreements regarding claims removals and other conditions are stipulated (see below). This form is available upon request from: certification@anthesisgroup.com.
 - For the time the CO was not certified (either because of non-certification, suspension or voluntary termination by the CO) the non-certified/suspended CO is not allowed to promote itself or its product/service as compliant with the Standard, may not make claims nor use the Trademark.
 - If products or packaging materials are still available with on-pack claims, under certain conditions these can be finished until an agreed upon deadline. At minimum, remaining products and packaging material at factory level (manufacturing site) are re-labelled with stickers covering the Trademark and claims.
 - The non-certified/suspended CO shall actively inform its clients and stakeholders in writing that they are not certified (anymore).
 - The non-certified/suspended CO is still obliged to pay outstanding audit fees and shall pay offsets and the programme fee for the time claims are still made.
 - Other potential consequences e.g. in regard to claims removal, product recalls, use of remaining packaging material, penalty fees, next opportunity for re-certification, etc. will always be discussed between CB, Anthesis and CO and may overrule the above.
 - Failure by the non-certified/suspended CO to abide to the agreements stipulated in the signed *'No Use of Trademark and Claims Declaration Form'*, or any other forms of misuse and/or misleading use, may, in the worst-case scenario, lead to legal intervention by Anthesis and/or the CB.

14. How to report misuse or misleading use of the Trademark and claims?

In case of misuse or misleading use is noticed within your own organisation, by other (prospective) COs, or by other (non- certified) parties, please contact Anthesis immediately at certification@anthesisgroup.com or submit a grievance or complaint following Certification Programme Complaint Mechanism.

15. Disclaimer

Anthesis shall not be liable to the CO (or end-user) nor any of their customers or any other person and/or entity for any claim, demand, cause of action, damages, judgment or settlement, or for any loss or injury to earnings, profits, or goodwill, or for any direct, indirect or consequential damages, including lawyer's fees and court costs, resulting directly or indirectly from using the Climate Activator Trademark (and making associated claims).

Anthesis strives to align the content of the Certification Programme with (inter) national (claims) regulation. However, Anthesis shall not be liable for any damages the CO (or end-user, their customers, or any other party) may incur when (inter) national (claims) laws or (inter)national (claims) guidelines are not adhered to, nor for the consequences of any amendments of these (inter)national laws or (inter)national guidelines.

Anthesis hereby disclaims any express or implied warranty with respect to the Climate Activator Trademark and related rights, including without limitation, any warranty of merchantability, fitness for a particular purpose, or non-infringement. In no event shall Anthesis be liable for any matter whatsoever relating to the use of the Climate Activator Trademark (and making associated claims).

Anthesis reserves the right to amend this Trademark & Claims Policy (including the programme fee) at any time, following the ISEAL Codes of Good Practice. If changes occur, a grace period will apply so that COs will receive sufficient time to implement these changes.

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