



## PARTNERSHIP AGREEMENT

(Revision Date October 16, 2009)

Global Footprint Network invites organizations with shared goals to partner with us in strengthening the Ecological Footprint and enhancing its value as a catalyst for sustainability. Our partners represent a cross-section of sustainability leaders, including academic institutions, governments, businesses, advocacy organizations and consultants. While we are a diverse group, we share the common goal of ending ecological Overshoot, using the Ecological Footprint as a lever for change. Through your collaboration with Global Footprint Network and with our other partner organizations, we can collectively make progress toward shared goals in ways that aren't possible by acting alone.

Together we are bringing the Ecological Footprint to higher levels of influence, coordinating research, increasing confidence in the Ecological Footprint among policymakers, standardizing methodologies, and sparking a global dialogue about ecological limits and Overshoot. All of these programs can only be accomplished through the collaboration of our partner organizations – now close to 100-strong -- around the world.

What follows is a description of the responsibilities of Global Footprint Network to its partner organizations, and the responsibilities that partner organizations must accept in order to become partners of Global Footprint Network. When partner organizations agree to follow these guidelines, it allows us all to work most effectively together. If you have any questions or concerns, please contact Jennifer Mitchell at [Jennifer@footprintnetwork.org](mailto:Jennifer@footprintnetwork.org).

Please read the terms and conditions below carefully. By signing below, you (“**Partner**”) agree to be bound by these terms and conditions (“**Agreement**”). This Agreement will become effective on the date of signing by Global Footprint Network (“**Effective Date**”).

### 1. Definitions.

**1.1 “Ecological Footprint”** means a measure of how much biologically productive land and water an individual, population or activity requires to produce all the resources it consumes and to absorb the waste it generates using prevailing technology and resource management practices, calculated using data and methodologies in accordance with the Ecological Footprint Standards.

**1.2 “Ecological Footprint Assessment”** means the calculation of the Ecological Footprint for product, organization or region, with a sub-national geographical scope.

**1.3 “Ecological Footprint Standards”** means the most current version of criteria governing methods, data sources, and reporting to be used in Ecological Footprint studies, as made available by Global Footprint Network at <http://www.footprintstandards.org/>.

**1.4 “Footprint Forum”** means the Web portal maintained by Global Footprint Network for use by members of the Partner Network.

**1.5 “National Accounts Committee”** means the committee chartered by Global Footprint Network that supports continuous improvement of the scientific basis for the National Footprint Accounts.

**1.6 “National Footprint Accounts”** means the central data set maintained by Global Footprint Network that is used to calculate the Ecological Footprints and biocapacities of the world and individual countries. National Footprint Accounts serve as the reference point for all Ecological Footprint applications.

**1.7 “Overshoot”** means the demand on nature placed by humans in excess of the biosphere’s supply or regenerative capacity.

**1.8 “Partner Network”** means the network of partner organizations organized and maintained by Global Footprint Network for the purpose of developing, improving, and promoting the Ecological Footprint.

**1.9 “Participating Partner”** means all partners who join the Partner Network after May, 1<sup>st</sup>, 2009

**1.10 “Standards Committee”** is a committee chartered by Global Footprint Network that reviews, develops, and prepares the Ecological Footprint Standards.

## **2. Partner’s Responsibilities**

**2.1 Standards.** Partner agrees to use the term “Ecological Footprint” in a manner consistent with the definition of Ecological Footprint set forth in this Agreement or as revised from time to time by Global Footprint Network. When using “Ecological Footprint” in such manner, Partner will capitalize the first letters of “Ecological” and “Footprint.” When conducting any projects related to the Ecological Footprint, Partner will (a) use its best efforts to perform any calculations of Ecological Footprint results and use data and methodologies in accordance with the latest version of the Ecological Footprint Standards and (b) if methodological issues arise, communicate with and resolve issues through the National Footprint Accounts Committee or Standards Committee.

**2.2 National Footprint Accounts Research.** If Partner conducts any research related to the Ecological Footprint or the National Footprint Accounts, Partner will (a) publish data in a manner that clearly identifies data (other than the National Footprint Accounts data) as unofficial National Footprint data and not ratified by the National Accounts Committee or the Standards Committee, (b) publish reports and other results with a prominent reference to the National Footprint Accounts and a detailed discussion

of any differences between such reports or results and the National Footprint Accounts, and (c) submit any such reports or results using methodologies not consistent with the latest edition of calculation methodologies made available by Global Footprint Network on its Web site to the National Accounts Committee for review and possible inclusion in revisions of the National Footprint Accounts.

**2.3 Harmonization & Coordination.** Partner will support Global Footprint Network's efforts to harmonize methodologies and coordinate research around a common set of National Footprint Accounts. Global Footprint Network encourages its partners worldwide to conduct research to continuously improve the Footprint methodology and the accuracy of the National Footprint Accounts.

**2.4 Attribution.** If Partner uses any data, algorithms, equations, formulae, methodologies, processes, charts, graphs, figures, images, or other materials provided by Global Footprint Network ("**Global Footprint Network References**") in the preparation of Partner's reports, studies, presentations, Web sites, or other materials, Partner will cite Global Footprint Network as the source of the Global Footprint Network References using the full name "Global Footprint Network" and in accordance with the attribution standards set forth in the latest version of the Ecological Footprint Standards. These standards can be found in Standard C7, 'Citation of sources and description of methods,' in the [Ecological Footprint Standards 2009](#). Official citations can also be found on the inside cover of all Global Footprint Network documents where our data is published.

**2.5 Recognition.** Partner will recognize Global Footprint Network in its media, publicity efforts, and publications as appropriate to Global Footprint Network's level of involvement or contribution. Appropriate recognition includes mentioning "Global Footprint Network" and linking to Global Footprint Network's Web site and/or technical documents when using National Footprint Accounts, discussing methodology and standards, or promoting any Global Footprint Network-linked projects or programs.

**2.6 References.** Partner hereby grants to Global Footprint Network a non-exclusive, fully paid-up and royalty-free, worldwide license to use and display the Partner's name and logo on Global Footprint Network's website and materials for the purpose of promoting and providing services to the Partner Network. Partner will link its website to Global Footprint Network's Web site at <http://www.globalfootprintnetwork.org/>. Partner will not use any reference to its partnership with Global Footprint Network, including without limitation the use of Global Footprint Network's logo, to imply that Global Footprint Network endorses Partner's work or organization. If Partner incorporates Ecological Footprint methodologies or results into Partner's tools and approaches, Partner will present such tools and approaches in a manner that does not imply endorsement by Global Footprint Network. Partner will describe or refer to its work in a manner that maintains the distinction between its organization and Global Footprint Network, including without limitation avoiding use of the term "Global Footprint" in describing Partner's tools, approaches, initiatives, projects or organization.

**2.7 Contribution to the Network.** Partner is encouraged to contribute content, materials, experience and expertise to the Partner Network for the benefit of all members of the Partner Network and Global Footprint Network. Partner is encouraged to collaborate with other partners and with Global Footprint Network when appropriate and beneficial to the Partner.

**2.8 Updates.** Partner commits to providing Global Footprint Network with information on its yearly Ecological Footprint activities for purposes of measuring and monitoring the impact and success of the Partner Network.

**2.9 Covenant not to Sue.** Partner agrees not to (a) register or attempt to register in any jurisdiction in the world any trademark or copyright on the term “Ecological Footprint” or on any term containing “Ecological Footprint” or any translation or transliteration of the foregoing in any language, (b) oppose, contest, or otherwise challenge the ownership or right of use of such terms, and (c) file or cause to be filed any administrative or judicial proceeding relating to the use of such terms against Global Footprint Network or any of the Partner Network’s members. In the event of a violation of this covenant, Partner agrees that specific performance will be an appropriate and available remedy, in addition to any other remedies available at law.

### **3. Global Footprint Network’s Responsibilities**

**3.1 Responsibilities.** Global Footprint Network will pursue policies and programs consistent with the stated mission of Global Footprint Network and therefore support the growth and development of the Partner Network as a whole. Global Footprint Network will provide (a) an annual report about accomplishments, future priorities, and partnerships, (b) access during the term of this Agreement to the online intranet Footprint Forum, (c) technical and communications support for Partner in connection with the Ecological Footprint up to a maximum of [five (5) hours for Participating Partners], (d) a single-use license for one country’s National Footprint Accounts data with historical data points in 10-year intervals under Global Footprint Network’s standard terms and conditions, (e) any marketing communications services and webinars offered generally to the Partner Network, and (f) invitations to invitation-only Global Footprint Network events. If Partner is in breach of this Agreement (including the obligation to pay annual contributions), Partner will not (1) receive invitations to invitation-only Global Footprint Network events or (2) be eligible to renew the term of such single-use National Footprint Accounts license.

**3.2 Updates.** To the extent Global Footprint Network updates and/or improves the National Footprint Accounts or the calculation methodologies for the Ecological Footprint through coordination of research, development of the underlying science and improvement of assurance programs Global Footprint Network will provide such updates and improvements to Partner as part of a general offering to the Partner Network, and, subject to Partner’s compliance with the terms of this Agreement, Partner will have access to any such updates and improvements for the applicable National Footprint Accounts data under the license in clause (d) of Section 3.1.

**3.3 Expand Awareness.** Global Footprint Network engages in communications and outreach to expand awareness of the Ecological Footprint and widen its adoption as a metric of sustainability.

**4. Subcontracting with Partners.** When subcontracting organizations for Ecological Footprint engagements, Global Footprint Network will give preference to members of the Partner Network over non-partner organizations in selecting a subcontractor unless otherwise directed by the client or necessitated by the project requirements. Upon written request by a Partner, Global Footprint Network will disclose the Ecological Footprint Assessment projects that Global Footprint Network has attempted to secure or has conducted, unless such disclosure is restricted by Global Footprint Network's other contractual obligations. Because Ecological Footprint engagements are core to the mission of the Partner Network and Global Footprint Network, Global Footprint Network reserves the right to solicit, bid on, work on, and undertake Ecological Footprint engagements at its sole discretion.

**5. Fees and Payment.** Partner will pay an annual, non-refundable contribution in accordance with Schedule A, which the Global Footprint Network may adjust from time to time. Partner will pay the contribution for the Initial Term on the Effective Date. Thereafter, Global Footprint Network will issue an invoice for the annual contribution thirty (30) days prior to the anniversary of the Effective Date, and Partner will pay such invoice by such anniversary. If the invoice is not paid by such anniversary, Global Footprint Network will send a reminder e-mail to Partner. If the invoice remains unpaid thirty (30) days after receipt of such e-mail, Global Footprint Network may terminate this Agreement immediately upon notice to Partner.

**6. Term and Termination.** This Agreement commences on the Effective Date and continues in full force and effect for one (1) year thereafter ("**Initial Term**"). This Agreement will automatically renew for additional one (1) year periods unless either party gives sixty (60) days written notice prior to expiration of the Initial Term or then-current period. Global Footprint Network may terminate this Agreement, effective immediately upon written notice to the Partner, if Partner breaches any provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from Global Footprint Network. Partner may also terminate this agreement for convenience upon sixty (60) days prior written notice to Global Footprint Network. Partnership contribution fees for the then-current term or period will not be refunded upon termination under this Section 6.

**7. No Third-Party Beneficiaries; No Exclusive Rights.** Partner acknowledges and agrees that this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person, entity, organization, or affiliate or subsidiary of Partner is an intended beneficiary of this Agreement or may have or acquire any right by virtue of this Agreement. Partner acknowledges and agrees that this Agreement does not grant Partner any exclusive rights within any country, territory, or region to provide or receive any services or rights in connection with this Agreement. If Partner makes any false or misleading representations with respect to the foregoing, Global Footprint Network reserves the right to immediately terminate the Agreement upon written notice.

**8. Disclaimer.** GLOBAL FOOTPRINT NETWORK PROVIDES ALL SERVICES, NATIONAL FOOTPRINT ACCOUNTS DATA, ECOLOGICAL FOOTPRINT STANDARDS, AND ECOLOGICAL FOOTPRINT RESULTS AND METHODOLOGIES UNDER THIS AGREEMENT TO PARTNER ON AN “AS-IS” BASIS. GLOBAL FOOTPRINT NETWORK DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO SUCH SERVICES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

**9. Limitation of Liability.** IN NO EVENT WILL GLOBAL FOOTPRINT NETWORK BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT OR SERVICES PROVIDED BY GLOBAL FOOTPRINT NETWORK HEREUNDER, EVEN IF GLOBAL FOOTPRINT NETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GLOBAL FOOTPRINT NETWORK’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO GLOBAL FOOTPRINT NETWORK HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

**10. General.** This Agreement will be governed by the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding arising from or relating to this Agreement must be brought in a federal court in the Northern District of California or in state court in Alameda County, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding, except that Global Footprint Network may file a claim or take action in any court having jurisdiction to protect its intellectual property or proprietary rights. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. This Agreement constitutes the final, complete, and exclusive agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties.

**GLOBAL FOOTPRINT NETWORK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notice:  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_ **(PARTNER)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notice:  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

## SCHEDULE A

<b>GLOBAL FOOTPRINT NETWORK</b>	
<b>ANNUAL PARTNERSHIP CONTRIBUTION SCHEDULE (as of May 1<sup>st</sup>, 2009)</b>	
<b>Participating Partners</b>	
<b>Academic Institutions</b> (annual project budget for Footprint applications in Euros)	
Less than 20,000	€600
20,000 to 50,000	€1,400
50,000 to 100,000	€4,800
100,000 to 250,000	€8,400
250,000 to 500,000	€12,000
over 500,000	€14,000
<b>Consultancies</b> (annual turnover in Euros) The Consultancy category refers to consulting firms that conduct or wish to conduct Footprint analyses for client organizations. They tend to have multiple clients and operate on a fee-for-service basis.	
Less than 750,000	€1,000
750,000 to 1 million	€1,200
1 million to 5 million	€2,600
5 million to 10 million	€7,800
10 million to 100 million	€10,500
100 million to 1 billion	€21,000
over 1 billion	€33,000
<b>Corporations</b> (annual turnover in Euros)	
less than 2 million	€1,950
2 million to 10 million	€4,550
10 million to 100 million	€10,000
100 million to 1 billion	€12,500
1 billion to 10 billion	€16,250
10 billion to 50 billion	€22,100
over 50 billion	€32,500
<b>Government Organizations</b> (annual project budget for Footprint applications in Euros)	
less than 20,000	€750
20,000 to 50,000	€3,900
50,000 to 100,000	€5,200
100,000 to 250,000	€8,125
250,000 to 500,000	€11,375
over 500,000	€16,900
<b>Social Benefit Organizations</b> (NGOs/non-profit - annual turnover in Euros)	
less than 100,000	€600
100,000 to 500,000	€900
500,000 to 1 million	€2,000
1 million to 5 million	€3,600
5 million to 10 million	€5,400
10 million to 50 million	€9,600
over 50 million	€12,000