



Urkunde des Notars

Dr. Timm Starke  
in Bonn

Abschrift



29 August 2016

**Corrigendum related to the Assignment made on 9 February 1996 by Tristram Kent as Assignor to Forest Stewardship Council AC as Assignee**

To whom it may concern,

I, Guillermina Garza del Toro, Administrative Director of Forest Stewardship Council, A.C., a membership association registered under the laws of Mexico and being of sound mind have the purpose and intent to hereby amend and correct the above Assignment of Copyright between "Tristram Kent" and the company I represent and attached here as Annex 1 to this Corrigendum. It is my intent to correct and make clear the rightful creator of the Copyright subject matter and to correct and make clear the legal name of the Assignor and Assignee. In particular Numbers 1, 2, and Section 3b of the Assignment Agreement shall herewith be amended as follows:

Number 1 of the Agreement naming the parties to the Agreement shall be amended to reflect the true and legal names of the Parties. Number 1, which reads,

*"Tristram Kent of 58 Stone Road, Broadstairs, Kent, England (hereinafter referred to as Assignor); and"*

shall hereby be deleted and replaced with the following to reflect the true and legal name of the Assignor as stated in the death certificate in Annex 2:

*"Tristram John Branscombe-Kent of 58 Stone Road, Broadstairs, Kent, England (hereinafter referred to as Assignor); and"*

Number 2 of the Agreement reads,

*"The Forest Stewardship Council A.C. of Avenida Hidalgo 502, 68000 Oaxaca, Oaxaca, Mexico (hereinafter referred to as Assignee)."*

It is important to note that the Agreement shows a handwritten correction of the document. The word "The" before the name Forest Stewardship Council has been marked out and the initials TBK are placed next to this change. The initials TBK are those of Tristram John Branscombe-Kent (TBK), who has made this correction. With this Corrigendum, this change shall be confirmed and Number 2 of the Agreement shall now be deleted and replaced with the following:



*"Forest Stewardship Council A.C. of Avenida Hidalgo 502, 68000 Oaxaca, Oaxaca, Mexico (hereinafter referred to Assignee)."*

Further, Section 3(b) which reads as follows:

*"that the Works and each of them were made by Assignee or employees of Assignee employed under contracts of service in the course of their employment;"*

should be considered deleted and replaced with the following to reflect the true and correct creator of the Copyright:

*"that the Works and each of them were made by Assignor or employees of Assignor employed under contracts of service in the course of their employment;"*

Forest Stewardship Council A.C. accepts full legal responsibility for any consequences that may arise from correcting the omissions in the legal name in Number 1, the inclusion of the word "The" in the legal name in Number 2, and the incorrect description of the creator of the work as "Assignee".

With best regards,

Guillermina Garza del Toro, Administrative Director  
Forest Stewardship Council A.C.

Attachment:

Annex 1: Assignment of Copyright from 9 February 1996

Annex 2: Death Certificate of Tristram John Branscombe-Kent

THIS ASSIGNMENT is made the  
BETWEEN:

9<sup>th</sup> day of February 1996

1. TRISTRAM KENT of 58 Stone Road, Broadstairs, Kent, England (hereinafter referred to as "Assignor"); and
2. <sup>TB</sup>THE FOREST STEWARDSHIP COUNCIL A.C. of Avenida Hidalgo 502, 68000 Oaxaca, Oaxaca, Mexico (hereinafter referred to as "Assignee").

WHEREAS:

1. At the request of Assignee and of its predecessor organisation, Assignor undertook for money or money's worth various artistic works which resulted in the design of the works listed in the First Schedule hereto, true copies of which are set out in the Second Schedule;
2. It was always the intention of the parties that all rights in and touching the said works would vest in the Assignee; and
3. For the avoidance of doubt, the parties have agreed to enter into this Assignment.

IT IS AGREED that in consideration of the payment by Assignee to Assignor of £1.00 (one pound) the receipt of which is hereby acknowledged.

1. Assignor hereby assigns to Assignee all Copyright in the Works and all Appurtenant Rights for the purpose of which:
  - (a) "Copyright" shall mean all copyright design right and like rights known to the laws of any and all countries and territories of the world;

/...

(b)"the Works" shall mean all those works as are listed in the First Schedule hereto and/or copies of which are contained in the Second Schedule hereto and all antecedent works made in the course of making such works;

(c)"Appurtenant Rights" shall include all legal title, equitable interest or other title or partial title to such Copyright, the right to apply for and obtain registration of Copyright and all rights appurtenant thereto including in particular all accrued rights of action, the right to sue for past infringements, and to obtain and keep all pecuniary and other relief thereby obtained.

2. Assignor agrees that it will at the reasonable request and expense of Assignee enter into all assignments and other formalities as may be necessary to give effect to the provisions of this Agreement.

3. Assignor hereby warrants:

(a) that the Works and each of them are original, save to the extent that they derive from antecedent works referred to in clause 1(b);

(b) that the Works and each of them were made by Assignee or employees of Assignee employed under contracts of service in the course of their employment;

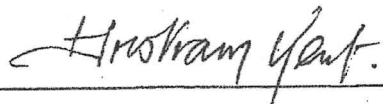
(c) that Assignor has not assigned any Copyright which would otherwise be assigned to Assignee by this Agreement; and

(d) that Assignor has not granted any licence under any Copyright in any of the Works (other than to Assignee) or otherwise mortgaged charged or fettered any such Copyright

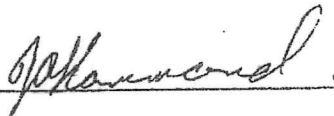
(e) that no works other than those listed in the First Schedule hereto have been created by the Assignor for the Assignee or for its unincorporated predecessor organisation known as ~~The~~ Forest Stewardship Council representatives of which requested the Assignor to develop the Works in anticipation of the incorporation of the Assignee on 25th October 1995.

4. This assignment shall be governed and construed in accordance with English law and the English Courts shall be the forum for the settlement of disputes.

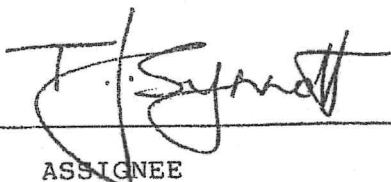
IN WITNESS WHEREOF the parties have respectively executed these presents the day and year first above written.



ASSIGNOR



WITNESS

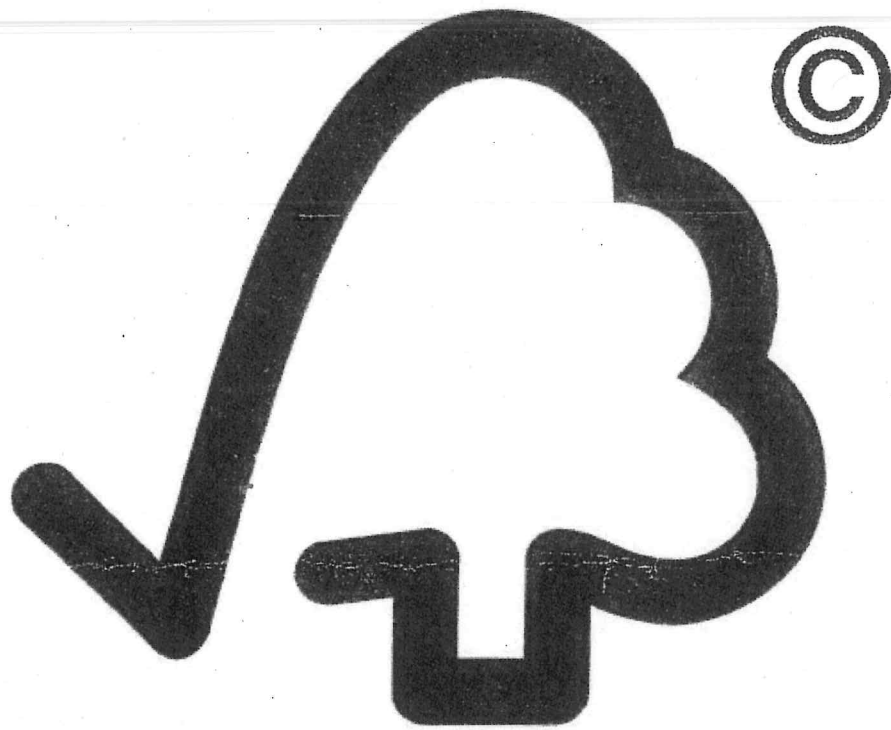


ASSIGNEE



WITNESS





**FSC**

TB-K

Application Number 5413505-1



QBDZ 286000

ANNEX 2

CERTIFIED COPY

OF AN ENTRY

DEATH		Entry No.
Registration District	Kent	297
Administrative area		County of Kent
Sub-district	Kent	
1. Date and place of death Twenty-sixth September 2003 Pilgrims Hospice in Thanet Ramsgate Road Margate		
2. Name and surname Tristram John BRANSCOMBE-KENT		3. Sex Male
		4. Maiden surname of women who has married
5. Date and place of birth 19th November 1948 London		
6. Occupation and usual address Graphic Designer 58 Stone Road Broadstairs Kent		
7.(a) Name and surname of informant Margaret Anne BRANSCOMBE-KENT		(b) Qualification Widow of deceased Present at the death
(c) Usual address 58 Stone Road Broadstairs Kent		
8. Cause of death I (a) Metastatic bronchial carcinoma		
Certified by C Hilton MB		
9. I certify that the particulars entered above are true to the best of my knowledge and belief M Branscombe-Kent		Signature of informant
10. Date of registration Thirtieth September 2003		11. Signature of registrar Marilyn Doy Registrar

CERTIFIED to be a true copy of an entry in the certified copy of\* a register of Births, Still-births or Deaths in the District above mentioned. Given at the GENERAL REGISTER OFFICE, under the Seal of the said Office on 24th January 2014

\*If the Certificate is given from the original Register the words "the certified copy of" are struck out.

CAUTION: THERE ARE OFFENCES RELATING TO FALSIFYING OR ALTERING A CERTIFICATE



Deed Roll No. S 562 /2016

Hereby, I publicly certify that the foregoing document has been signed before me by:

**Mrs. Guillermina Garza del Toro,**

born on 1. November 1960,

business address Calle Margarita Maza de Juárez 422 Colonia Centro – 68000

Oaxaca - México,

identified by her mexican passport,

according to her own declaration acting as representative of

**Forest Stewardship Council A.C.,**

**Calle Margarita Maza de Juárez 422 Colonia Centro – 68000 Oaxaca -  
México,**

Bonn, den 29th August 2016.



  
Notar Dr. Timm Starke