

***Mutual Recognition Agreement  
Between Green Mark and  
Green Label Programs***



Between  
**Environment and Development Foundation**  
And  
**Thailand Environment Institute**

December 2001



## Mutual Recognition Agreement Between Green Mark and Green Label Programs

**Between:** **Environment and Development Foundation** of Room 212.Bldg 53, 195, Section 4, Chung Hsing Rd , 310 C'hutung, Hsinchu, Taiwan, R O C  
(hereinafter referred to as "EDF" )

**and** **Thailand Environment Institute** of 210 Rangchak Refinery Building 4, Sukhumvit 62, Prakanong, Bangkok 10260, Thailand  
(hereinafter referred to as "TEI" )

Whereas the Environmental Protection Administration of the Republic of China (ROC-EPA) is the owner of the Republic of China's (ROC's) ecolabelling program, the Green Mark Program-"GMP", and its official patent for an ecolabel, the "Green Mark";

Whereas EDF has been authorized to manage and operate the GMP, which includes also the right to use and to sublicense the use of the Green Mark;

Whereas, pursuant to the Green Mark Program, suppliers of certain products that comply with specific criteria and requirements of the Green Mark product may be eligible to use the Green Mark in connection with such products:

Whereas TEI is a national, non-profit ecolabelling organization in Thailand, operating the "Green Label Program", and is the owner of the official ecolabel of the Program, the "Green Label";

Whereas, pursuant to the Green Label Program, suppliers of certain products that comply with specific criteria and requirements of the Green Label product may be eligible to use the Green Label in connection with such products:

In consideration of the parties' mutual desire to cooperatively promote and facilitate the production and marketing of the products that are better for the environment, both parties agree as follows.

### 0.0 Definitions:

In this Agreement,

**"Agreement"** means this agreement which may be amended or supplemented from time to time:

**"Certification / Certified"** conveys acceptance into an ecolabelling program of a product which is in compliance with relevant criteria and other requirements of the prop-am. If the criteria are met and an agreement between the product supplier and the ecolabelling program is entered into, the product supplier's complying product may be represented as certified:



**"Ecolabel"** refers to an ecolabelling program's graphic emblem or seal, which is used on or in association with a product to acknowledge that product's compliance with relevant certification criteria:

**"Ecolabelling program"** refers to the Green Label Program in Thailand or the Green Mark Program in ROC(Taiwan);

**"First certifier"** can be either party, but identifies the one which has first certified a supplier product and authorized use of that party's ecolabel on the certified product [as opposed to **second certifier**];

**"Participation Fee"** means all the fees paid to the certification organization, including but not limited to application fee, certification fee and annual fee, etc.

**"Party"** means EDF or TEI ;

**"Product"** means a good, service, technology, event or facility, or other industry environmental initiative: and

**"Second certifier"** can be either party, but identifies the one which certifies a supplier's product(s) which has/have already been certified by the other party (i.e. the "First certifier").

## **1.0 Scope:**

**Section 1.1** The scope of this Agreement is all current and currently proposed aspects of the GMP and Green Label Program.

## **2.0 Recognition and Acceptance:**

**Section 2.1** Both parties recognize and accept the other party's operational system and procedures as transparent, open and credible.

**Section 2.2** TEI recognizes and accepts EDF recommended testing laboratories in ROC(Taiwan). However, the testing laboratories must be (1) Chinese National Laboratory Accreditation (CNLA) accredited laboratories listed in Appendix I or (2) other well-known professional laboratories. EDF recognizes and accepts TEI recommended testing laboratories in Thailand. However, the testing laboratories must be (1) Governmental and State Enterprises Laboratories listed in Appendix II or (2) ISO 17025 or Guide 25 accredited or (3) other well-known professional laboratories. Appendix I and II attached to this agreement are the current lists in ROC(Taiwan) and in Thailand respectively, and both of these are subject to change in the future.

**Section 2.3** EDF recognizes and accepts TEI as the certification organization in Thailand for GMP. TEI recognizes and accepts EDF as the certification organization in Taiwan for Green Label. However, the content of certification (including verification of documents and on-site audit) for each case of application shall be agreed upon by the other party first.



### **3.0 Obligations:**

**Section 3.1** Each party shall, as appropriate, monitor and audit products certified under its ecolabelling program

**Section 3.2** It is the obligation of each party to address complaints and appeals connected with products certified under its program.

**Section 3.3** Both parties should meet, at least once per year, to evaluate the progress of this Agreement, share monitoring information, and update the schedules if necessary.

**Section 3.4** Each party will notify the other when products certified through this Agreement fall out of compliance.

### **4.0 Free Trade Barriers:**

**Section 4.1** Measures are considered to be trade barriers when they unfairly disadvantage or restrict the access of products into a foreign market, hence both parties agree to:

- (a) Ensure decision-making processes relating to criteria development, certification and authorization of product suppliers to use the appropriate ecolabel on their certified product(s), are transparent;
- (b) Keep ecolabelling programs and relevant non-confidential information open and readily accessible to all applicants and other interested parties including both domestic and foreign companies; and
- (c) Incorporate relevant guiding principles established by the International Organization of Standardization (ISO), the Global Ecolabelling Network (GEN), and the World Trade Organization (WTO).

### **5.0 Fees:**

**Section 5.1** Program participation fees are to be paid to, and collected by, the party offering the ecolabel being sought by a product certification applicant.

**Section 5.2** Program participation fees must be determined and charged in a consistent and fair manner which does not unjustly discriminate against a foreign applicant.

**Section 5.3** Certification (verification and audit) fees are to be directly paid to the party who performs the relevant work.

### **6.0 Non-assignability of Sublicensing Rights:**



**Section 6.1** Neither party has the authority to sublicense the use of the other party's ecolabel

## **7.0 Termination:**

**Section 7.1 Termination upon Agreement Anniversary:** This Agreement may be terminated upon the annual anniversary date of this Agreement by either party providing three (3) months advance written notice of intent to the other party.

**Section 7.2 Termination for Bankruptcy:** This Agreement may be terminated by either party if the other party voluntarily enters into proceedings in bankruptcy or insolvency.

**Section 7.3 Termination for Change in Status:** This Agreement will terminate if either party ceases to have the authority to manage and operate an ecolabelling program.

## **8.0 Miscellaneous Provisions:**

**Section 8.1 Notice:** Any notice, communications or demand given or made pursuant to this Agreement shall be in writing and sent by certified air mail or hard copied telecommunications.

**Section 8.2 Term:** This Agreement comes into effect on the day it is signed by both parties, and remains effective until terminated under the conditions identified in Sections 7.1, 7.2 or 7.3

**Section 8.3 Survival:** The termination of this Agreement shall not affect the survival and enforceability of any provision of this Agreement which is expressly or implicitly intended to remain in force after such termination.

Signed on behalf of the  
Thailand Environmental Institute

Prof. Dr. Thonpchai Panswad  
President

Date: 12/14/01

Signed on behalf of the  
Environment and Development Foundation

Dr. Jih Chang Yang  
Chairman of the Board

Date: 12/28/01