

Mutual Recognition Agreement of the Taiwan Green Building Material Label and the Thai Green Label

Between:

Party A: Environment and Development Foundation of Room 512, Bldg. 52, #195, Section 4, Chung Hsing Rd., Chutung, Hsinchu, Taiwan, R.O.C. (hereinafter "EDF") and

Taiwan Architecture & Building Center of Level 3, #95, Ming-Chuan Rd., Hsindan, New Taipei City, Taiwan, R.O.C. (hereinafter "TABC"). EDF and TABC jointly represent "Party A";

Party B: Thailand Environment Institute of 16/151 Muang Thong Thani, Bond Street Road, Bangpood, Pakkred, Nonthaburi 11120 THAILAND (hereinafter "TEI")

Whereas the Ministry of the Interior of the Republic of China (ROC-MOI) is the owner of the Republic of China's (ROC's) Green Building Material Labelling Program (hereinafter "GBMLP"), and its officially patented label, the Green Building Material Label (hereinafter "GBML");

Whereas TABC has been authorized to manage and operate the GBMLP, which includes also the right to use and sublicense use of the GBML;

Whereas, pursuant to the GBMLP, suppliers of certain products that comply with the GBML product specific criteria and requirements may be eligible to use the GBML in connection with such products;

Whereas TEI is a national, non-profit 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;

Since Party A is jointly represented by EDF and TABC, the obligations and responsibilities specified in the agreement below for Party A will be divided and shared

between the two organizations. Specifically, if a product from Taiwan is intended to be mutually recognized between Party A and Party B, TABC will verify and address those requirements deemed to be the same or equivalent between the two programs' criteria for this product; while EDF will verify and address the differences in the rest of the requirements. EDF will then combine the two verification results (from TABC and EDF respectively) on compliance and make the final recommendation to Party B on whether to grant the use of the Green Label for this product. On the contrary, if a product from Thailand is intended to be mutually recognized between Party A and Party B, then TEI will verify and address all the requirements and make the final recommendation to Party A on whether to grant the use of the GBML;

In consideration of the two Parties' mutual desire to cooperatively promote and facilitate the production and marketing of 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 by both parties 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 program. 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 Building Material Label Program in ROC (Taiwan);

"**First certifier**" can be either Party A or Party B, but identifies the one which has first certified a supplier's product(s) and authorized use of that Party's ecolabel on the certified product [contrast with the "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 TABC and/or EDF (Party A) or TEI (Party B);

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

"Second certifier" can be either Party A or Party B, 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 proposed aspects of the GBMLP 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 Party A recognizes and accepts TEI recommended testing laboratories in Thailand. However, the testing laboratories must be: (1) Governmental and State Enterprises Laboratories or (2) ISO 17025 or Guide 25 accredited or (3) other well-known professional laboratories recognized by TEI. TEI recognizes and accepts Party A recommended testing laboratories in ROC (Taiwan). However, the testing laboratories must be: (1) Taiwan Accreditation Foundation (TAF) accredited; or (2) other well-known professional laboratories recognized by GBMLP.

Section 2.3 Party A recognizes and accepts TEI as the certification organization in Thailand for GBMLP. TEI recognizes and accepts TABC/EDF as the certification organization(s) in ROC (Taiwan) for Green Label Program. 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 for 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 be terminated 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 or electronic mail. All future correspondence to Party A shall be addressed to EDF. All future correspondence to Party B shall be addressed to TEI.

Section 8.2 Term: This Agreement comes into effect on the date of execution, 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.

Party A


(1) Environment and Development Foundation

As represented by: Wen-Ching Chen, President

Date: 

(2) Taiwan Architecture & Building Center

As represented by: Ming-Wen Hsu, Chief Executive Officer

Date: 

Party B

Thailand Environment Institute Foundation

As represented by: Qwanruedee Chotichanathawewong, President



Date: 11/10/2013