

Mutual Recognition Agreement

between

Thailand Green Label and Green Choice Philippines Programs

Between: **Thailand Environment Institute**
16/151, Muang Thong Thani, Bond Street, Pakkred
District, Nonthaburi 11120 Thailand

and **Philippine Center for Environmental Protection and Sustainable
Development Inc.**
DAP Building, San Miguel Avenue,
Pasig City, Philippines 1600

Whereas the Thailand Environment Institute (hereinafter referred to as "TEI") is a national non-profit Ecolabelling organization in Thailand, operating the "Green Label Program", and is the owner of the Ecolabel of the program identified as "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 granted a license to use the Green Label certification mark in connection with such products;

Whereas the Philippine Center for Environmental Protection and Sustainable Development Inc. (hereinafter referred to as "PCEPSDI"), is a national non-profit Ecolabelling organization of the Philippines, operating the National Ecolabelling Program, is the owner of the Ecolabel of the program identified as "Green Choice Philippines".

Whereas, pursuant to the Green Choice Philippines Program, suppliers of certain products that comply with specific criteria and requirements of the Green Choice Philippines product may be granted a license to use the Green Choice Philippines certification mark in connection with such products;

In consideration of the 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 from time to time upon written mutual agreement of the parties hereto;

"Certification/Certified" conveys acceptance into an Ecolabelling program of product which is in compliance with relevant criteria and other requirements of the program. If the criteria are met and 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 the graphic emblem or seal of the ecolabelling program, which is used on or in association with a product to acknowledge that product's compliance with relevant criteria;

"Ecolabelling program" refers to the Green Label Program in Thailand or the Green Choice Philippines Program;

"License" refers to a license under which the right to bear the Green Label or the Green Choice Philippines on a product is granted by TEI or PCEPSDI, as the case may be;

"License fee" means the fees paid to the licensing organization, including but not limited to annual fee, marketing fee and certificate issuance fee;

"Verification fee" means the fees paid to the verification organization, including but not limited to on-site auditing fee, document auditing fee, etc.;

"Party" means TEI or PCEPSDI;

"Product" means any good or service.

1.0 Scope:

Section 1.1 The scope of this agreement covers all current and proposed aspects of the Green Label Program in Thailand and the Green Choice Philippines 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 Both parties shall receive the most recently updated labeling criteria of each other for the applicant products before they start the verification process.

Section 2.3 TEI recognizes and accepts PCEPSDI as a verifier on behalf of the Green Label Program in the Philippines, and PCEPSDI recognizes and accepts TEI as a verifier on behalf of the Green Choice Philippines Program in Thailand.

Section 2.4 TEI shall verify the compliance of the applicant products seeking Green Choice Philippines in Thailand in accordance with the Green Choice Philippines Criteria and submit a verification report and an endorsement letter to PCEPSDI, and PCEPSDI shall verify the compliance of the applicant product seeking Green Label in the Philippines in accordance with the Green Label Criteria and submit a verification report and an endorsement letter to TEI.

3.0 License Application:

Section 3.1 TEI authorizes PCEPSDI to accept an application for the license on behalf of TEI in the Philippines, and PCEPSDI authorizes TEI to accept an application for the license on behalf of PCEPSDI in Thailand.

4.0 Granting License:

Section 4.1 If and when an application for the license is submitted to TEI from PCEPSDI accompanied with a verification report and an endorsement letter issued by PCEPSDI verifying the products is determined as having passed and satisfied the Green Label Criteria, TEI shall, at its sole discretion, grant the license to such products so long as the products does not pose any particular reason for rejection of the license and so far as it satisfies the Green Label Criteria.

Section 4.2 If and when an application for the license is submitted to PCEPSDI from TEI accompanied with a verification report and an endorsement letter issued by TEI verifying the products is determined as having passed and satisfied the Green Choice Philippines Criteria, PCEPSDI shall, at its sole discretion, grant the license to such products so long as the products does not pose any particular reason for rejection of the license and so far as it satisfies the Green Choice Philippines Criteria.

5.0 Warranty:

Section 5.1 Each party warrants that the verification report and endorsement letter as described above accompanying the applications are true and correct.

Section 5.2 PCEPSDI shall, upon request of TEI, monitor and audit the products verified by PCEPSDI as having passed and satisfied the Green Label Criteria, and TEI shall, upon request of PCEPSDI, monitor and audit the products verified by TEI as having passed and satisfied the Green Choice Philippines Criteria.

Section 5.3 Each party will notify the other when the products certified through this agreement fall out of compliance.

6.0 Consultation Section:

Section 6.1 Both parties shall meet or communicate, at least once per year via electronic mail or telecommunications or other appropriate forum to evaluate the progress of this agreement and share monitoring information.

7.0 Free Trade Barriers:

Section 7.1 Measures are considered to be trade barriers when they unfairly disadvantage or restrict the access of the 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).

8.0 Fees:

Section 8.1 License fees are to be paid to, and collected by, the party offering the ecolabel being sought by the applicant.

Section 8.2 License fees must be determined and charged in a consistent and fair manner, which does not unjustly discriminate against a foreign applicant.

Section 8.3 Verification fees are to be determined by and directly paid to the party who performs the relevant work.

9.0 No Authority to License Other Party's Eco Label:

Section 9.1 Neither party has the authority to license the use of the other party's ecolabel.

10.0 Termination:

Section 10.1 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 10.2 Termination for Bankruptcy: This agreement may be terminated by either party if the other party voluntarily enters into proceedings in bankruptcy or insolvency.

Section 10.3 Termination for Change in Status: This agreement will terminate if either party ceases to have the authority to manage and operate the ecolabelling program.

11.0 Arbitration:

Section 11.1 Any claim, disputes or controversy arising between the parties hereto out of or in connection with this agreement, or breach thereof, which cannot be amicably settled by the parties, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration shall take place in Bangkok, Thailand if TEI is the respondent and in Manila, Philippines if PCEPSDI is the respondent. The award thereof shall be final and binding upon the parties and judgment on such award may be entered in any court or tribunal having jurisdiction thereof.

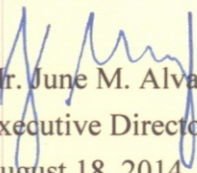
12.0 Miscellaneous Provisions:

Section 12.1 Notice: Any notice, communications or demand given or made pursuant to this agreement shall be in writing and sent by certified airmail, electronic mail or facsimile telecommunications.


Section 12.2 Term: This agreement comes into effect on the date of execution, and remains effective until terminated under the conditions identified in Sections 10.1, 10.2 or 10.3.

Section 12.3 Survival: The termination of this agreement shall not affect the survival and enforceability of any provision of this agreement, which is expressly or impliedly intended to remain in force after such termination.

Signed on behalf of
Philippines Center for Environmental
Protection and Sustainable Development Inc.


Mr. June M. Alvarez
Executive Director
August 18, 2014

Signed on behalf of
Thailand Environment Institute


Dr. Qwanruedee Chotichanathawewong
President
August 18, 2014