
Global Ecolabelling Network
GENICES
Multilateral Mutual Recognition Agreement



Multilateral Mutual Recognition Agreement Among:

The Parties signatory to this agreement

Whereas the parties

- (i) Are organization operating ecolabelling programs
- (ii) Are members in good standing of the Global Ecolabelling Network (GEN), and
- (iii) Have successfully completed the application and peer review process of the Global Ecolabelling Network's Internationally Coordinated Ecolabelling System (GENICES);

Whereas, pursuant to the parties' ecolabelling Programs, suppliers of products that comply with a Program's product specific criteria and requirements may be eligible to use that Program's certification marks in connection with such products;

In consideration of the Parties desire to cooperatively promote and facilitate the production, marketing and ecolabelling of products that are better for the environment, the parties agree as follows:

0.0 Definition:

In this Agreement,

"Agreement" means this agreement and any related Endorsements and Schedules which may be executed by the parties hereto and attached to this agreement, in each case as they 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; 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 and the supplier called a "licensee";

"Criteria" means the product-specific requirements which applicant companies must comply with in order to have their products become certified by an ecolabelling program;

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

"Ecolabelling program" refers to the programs managed by the parties to this agreement. Each signatory will have its own unique program, ecolabel and perhaps certification criteria;

"Equivalency" denotes the notion that when comparable environmental objectives are met in different ways, then compliance to similar but not identical requirements can be accepted as a basis for certification;

Global Ecolabelling Network
GENICES
Multilateral Mutual Recognition Agreement



“**First certifier**” can be any one of the parties, but identifies the one which has first certified a supplier’s product and authorized use of that party’s ecolabel on the certified product;

“**Mutual acceptance/Mutual recognition**” means mutual recognition of tests, inspections, conformity assessment, administrative procedures and, where appropriate, environmental criteria;

“**NPRPPM**” means non-product related processes and production methods;

“**Party**” means a signatory to this agreement; and

“**Product**” means a good, service, technology, event or facility, or other industry initiative.

“**Further certifiers**” can be any party(ies), but identifies those which certify a supplier’s product(s) which has/have already been certified by a “first certifier.”

1.0 Scope:

Section 1.1 The scope of this Agreement is all current and proposed aspects of the ecolabelling programs of the parties.

2.0 Recognition and Acceptance:

Section 2.1 The parties recognize and accept the other parties’ environmental labeling programs as described in the attached schedules.

Section 2.2 The parties recognize and accept the other parties’ operational systems and procedures as transparent, open and credible provided that they continue to meet the requirements of the GENICES.

Section 2.3 The parties recognize and accept the other parties’ affiliated auditing and verification organizations, facilities and approaches. Preference on auditing and verification activities should be given to the most convenient and cost effective provider.

Section 2.4 The principles for production certification are described in ISO 14024. Furthermore, when implementing this agreement, product specific considerations will be applied as follows:

- (a) If comparable product categories exist and the corresponding certification criteria and requirements are sufficiently similar, equivalency and full mutual recognition can be accepted (subject to any local legal requirements) without any further verification and testing. This allows a product audited and certified by one party to be certified by the other party without any further verification testing and associated additional cost;

Global Ecolabelling Network
GENICES
Multilateral Mutual Recognition Agreement



- (b) If comparable product categories exist but the certification criteria are somewhat different, then those parts of the criteria that are the same can be accepted and those that differ will require separate consideration and discussion;
- (c) If comparable product category certification criteria exist but are significantly different, or if no comparable product category certification criteria exist, verification activities may still be conducted by either party (see Section 4.1).

3.0 Obligations:

Section 3.1 It is primarily the obligation of each party to monitor and audit products certified under its ecolabelling program.

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

Section 3.3 Parties should meet, or communicate at least once per year, to evaluate the progress of this Agreement and to 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 Extended Authority:

Section 4.1 Once in force, this Agreement allows one party's ecolabelling program to audit and test products for the other party's program upon request, whether the products are already certified by either party or not.

5.0 Free Trade Barriers:

Section 5.1 Measures are considered to be trade barriers when they unfairly disadvantage or restrict the access of products into a foreign market, hence the 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

Global Ecolabelling Network
GENICES
Multilateral Mutual Recognition Agreement



- (c) Incorporate relevant guiding principles established by the International Organization of Standardization (ISO), the Global Ecolabelling Network (GEN), and the World Trade Organization (WTO).

6.0 Indemnity:

Section 6.1 Each party shall indemnify and hold harmless the other parties, agent(s), officers, and employees against any and all liability, loss, costs, damages, legal fees and expenses of whatever kind or nature, and howsoever caused, which they sustain or incur by reason, or in consequence of any and all matters arising out of this Agreement.

7.0 Fees:

Section 7.1 Program participation fees are to be paid to, and collected by, the party offering the ecolabel being sought by a product certification applicant.

Section 7.2 Program participation fees must be determined and charged in a consistent and fair manner which does not unjustly discriminate against a foreign applicant.

Section 7.3 Verification and audit fees are to be directly paid to, and collected by the party/programme which performs the relevant work.

8.0 Non-assignability of Sublicensing Rights:

Section 8.1 No party has the authority to sublicense the use of any other party's ecolabel.

9.0 Termination:

Section 9.1 Withdrawal: Any party to this agreement may withdraw from this agreement at the end of any calendar year by providing three months written notice to the other signatories.

Section 9.2 Termination for Bankruptcy: The involvement of any party to this Agreement will be terminated if that party enters into proceedings in bankruptcy or insolvency.

Section 9.3 Termination for Change in Status: The involvement of any party to this Agreement will be terminated if that party ceases to have the authority to manage and operate an ecolabelling program.

Section 9.4 Termination in Entirety: The entire agreement can be terminated at any time upon the

Global Ecolabelling Network
GENICES
Multilateral Mutual Recognition Agreement



unanimous agreement of the parties.



10.0 Miscellaneous Provisions:

Section 10.1 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 10.2 Term: This Agreement will come into effect on the date of execution and signature of two parties, and will remain effective until all parties have withdrawn or terminated under the conditions identified in Sections 9.1, 9.2, 9.3 or 9.4.



Section 10.3 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.



In witness whereof, the following parties have executed this Agreement:

Party: The New Zealand Ecolabelling Trust	Party: TerraChoice Environmental Marketing
Country: New Zealand	Country: Canada
Program: Environmental Choice Program	Program: Environmental Choice Program
As represented by:	As represented by:
Name: M Pritchard	Name: J Polak
Title: Chair	Title: Founder
Signature: 	Signature: 
Date:	Date: 17 April 2007

Global Ecolabelling Network
GENICES
Multilateral Mutual Recognition Agreement






Party: Environment and Development Foundation	Party: Czech Ecolabelling Agency
Country: Taiwan	Country: Czech Republic
Program: Green Mark	Program: National Programm of Environmental Labelling
As represented by:	As represented by:
Name: Ning Yu	Name: A. Petrova
Title: President	Title: Head of office
Signature: 	Signature: 
Date:	Date: February 19, 2009

Party: Thailand Environment Institute	Party: Green Seal, Inc.
Country: Thailand	Country: United States of America
Program: Thai Green Label Scheme	Program: Green Seal certification mark
As represented by:	As represented by:
Name: Chaiyod Bunyagidj	Name: Arthur B. Weissman, Ph.D.
Title: President	Title: President & Ceo
Signature: 	Signature: 
Date: March 10, 2010	Date: March 2, 2010

Global Ecolabelling Network
GENICES
Multilateral Mutual Recognition Agreement



Party: Green Council	Party: The Swedish Society for Nature Conservation
Country: Hong Kong China	Country: Sweden
Program: Hong Kong Green Label Scheme	Program: Bra Miljöval/ Good Environmental Choice
As represented by:	As represented by:
Name: Linda W P Ho	Name: Eva Eiderstrom
Title: Chief Executive Office	Title: Director Dep of Ecolabelling and Green Consumption
Signature: 	Signature: 
Date: March 18, 2011	Date: April 7, 2011

Party: All-Ukraine NGO "Living Planet"	Party:
Country: Ukraine	Country:
Program: Program for Ecological Making in Ukraine	Program:
As represented by:	As represented by:
Name: Svitlana Berzina	Name:
Title: President	Title:
	Signature:
Date: May 6, 2011	Date: