

Cooperation and Mutual Recognition Agreement

The German Blue Angel Ecolabelling Program and The Thai Green Label Scheme

Between:

**The German Federal Ministry for the Environment, Nature Conservation
and Nuclear Safety (BMU)**

Stresemannstraße 128 – 130, 10117 Berlin, Germany

The German Federal Environment Agency (UBA)

Wörlitzer Platz 1 06844, Dessau-Roßlau, Germany

The RAL gGmbH

Fränkische Straße 7 • 53229 Bonn • Germany

and

Thai Green Label Scheme, Thailand Environment Institute (TEI)

**16/151 Muang Thong Thani, Bond Street,
Bangpood, Pakkkred, Nontaburi 11120, Thailand**

1.0 Scope:

Section 1.1 The scope of this agreement covers all current and proposed aspects of the Blue Angel program in Germany and the Thai Green Label Scheme, Thailand Environment Institute in Thailand.

Section 1.2 Aim is the further development of the cooperation of both Ecolabelling Programs. It shall support the strength of the both national labels as ambitious, neutral and independent environmental standards. It shall lead to a better positioning of these national environmental labels as labels of trust also in the competition with other labels and product tests.

2.0 Recognition and Acceptance:

Section 2.1 Parties (BMU, UBA, RAL gGmbH and TEI) recognize and accept the other operational systems and procedures as transparent, open and credible.

Section 2.2 RAL gGmbH recognizes and accepts TEI as a verifier that acts on behalf of RAL gGmbH in Thailand, and TEI recognizes and accepts RAL gGmbH as a verifier that acts on behalf of TEI in Germany.

Section 2.3 If both programs have certification criteria for comparable product categories, and a part or the whole of the corresponding criteria are sufficiently similar or identical, parties may recognize them as common criteria. If and when a license application is made to a party for a product that has already been granted a license by the other, the product may be exempt from further verification and testing for a common criteria by submitting the license. Parties shall determine each case after mutual consultation.

Section 2.4 RAL gGmbH shall verify the compliance of an applicant product seeking the Green Label licensing in Germany in accordance with the Green Ecolabel criteria and submit a verification report and an endorsement letter to TEI. TEI shall verify the compliance of an applicant product seeking the Blue Angel licensing in Thailand in accordance with the Blue Angel criteria and submit a verification report and an endorsement letter to RAL gGmbH.

3.0 License Application:

Section 3.1 RAL gGmbH authorizes TEI to accept an application for the license on behalf of RAL gGmbH in Thailand, and TEI authorizes RAL gGmbH to accept an application for the license on behalf of TEI in Germany.

4.0 Granting License:

Section 4.1 If and when an application for the license is submitted to RAL gGmbH from TEI accompanied with a verification report and an endorsement letter issued by TEI that verifies the product is determined as having passed and satisfied the Blue Angel criteria, RAL gGmbH shall, at its sole discretion, grant the license to such product so long as the product does not pose any particular reason for rejection of the license and so far as it satisfies the Blue Angel criteria.

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

5.0 Warranty:

Section 5.1 Each party warrants that the aforementioned verification report and the endorsement letter that accompany the application are true and correct.

Section 5.2 RAL gGmbH shall, upon request of TEI, monitor and audit the products verified by RAL gGmbH as having passed and satisfied the GREEN LABEL criteria, and TEI shall, upon request of RAL gGmbH, monitor and audit the products verified by TEI as having passed and satisfied the Blue Angel criteria.

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

6.0 Secrecy/Data Protection

Section 6.1 Parties agree that all necessary information and files been submitted to them due to the work to be carried in connection with the application process or became known under other circumstances will be kept secretly. Furthermore civil servants been involved in this process will be treated equally. This does not include information and files which were known before or became known without the responsibility of the other party.

7.0 Consultation Section:

Section 7.1 The parties should arrange a meeting or communicate with each other on a regular basis, to evaluate the progress of this agreement and share monitoring information.

Section 7.2 The parties shall cooperate with one another to develop common criteria.

8.0 Free Trade Barriers:

Section 8.1 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 ecolabeling programs and relevant non-confidential information open and readily accessible to all applicants and other interested parties including both domestic and foreign companies.
- (c) Incorporate relevant guiding principles established by the International Organization for Standardization (ISO), the Global Ecolabeling Network (GEN), and the World Trade Organization (WTO).

9.0 Fees:

Section 9.1 Verification fees are to be determined by and directly paid to the party who performs the relevant work.

Section 9.2 Application fees as mentioned in the relevant fee structure of said program are to be paid to the organization in charge of respective ecolabel.

Section 9.3 License fees are to be paid to, and collected by, the party offering the ecolabel being sought by the applicant.

Section 9.4 License fees must be determined and charged in a consistent and fair manner, which does not unjustly discriminate against a foreign applicant.

10.0 No Authority to License Other Party's Ecolabel:

Section 10.1 Neither party has the authority to license the use of the other party's ecolabel.

11.0 Termination:

Section 11.1 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.

12.0 Arbitration:

Section 12.1 Any claim, dispute 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 (ICC). The arbitration shall take place in Berlin, Germany if UBA or RAL gGmbH is the respondent and in Bangkok, Thailand, if TEI 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.

13.0 Miscellaneous Provisions:

Section 13.1 Notice: Any notice, communication or demand given or made pursuant to this agreement shall be in writing and sent by certified airmail, electronic mail or facsimile telecommunications.

Section 13.2 Term: This agreement comes into effect on the date of execution, and remains effective until terminated under the conditions identified in Section 11.1.

Section 13.3 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.

Berlin, den

Bundesministerium für Umwelt,
Bau, Naturschutz und
Reaktorsicherheit

i.A. U. Jaeckel

Dr. Ulf Dietmar Jaeckel

Umweltbundesamt

Thailand EnvironmentInstitute

J. Jarayabhand

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Acting Director of TEI

Date 12. 10. 2017.

i.A. H. Eggers

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Date 12. 10. 17