

# **Mutual Recognition Agreement Between Thai Green Label Scheme and Singapore Green Labelling Scheme**

**Between: Thailand Environment Institute**

16/151 Bond Street, Bangpood, Pakkred, Nonthaburi, Thailand, 11120

**And: Singapore Environment Council**

1 Kay Siang Road, #07-01 Singapore 248922

Whereas, Thailand Environment Institute (“**TEI**”) is the administrator of the Thai Green Label Scheme (**TGL**) which endorses and certifies products and services which have lower environment impacts;

Whereas, TEI is the owner of the Eco Label identified as the TGL Ecolabel in Thailand and is operating in Thailand;

Whereas, suppliers of certain products that comply with TGL products specific criteria and requirements (the “**Thai Green Label Criteria**”) may be granted a license to use the Thai Green Label in connection with such products;

Whereas Singapore Environment Council (“**SEC**”) is the administrator of the Singapore Green Labelling Scheme which endorses and certifies products and services which have lower environment impacts;

Whereas, pursuant to the Singapore Green Labelling Scheme, suppliers of certain products that comply with specific criteria and requirements (the “**Singapore Green Labelling Scheme Criteria**”) may be eligible to use the Singapore Green Label in connection with such products.

In consideration of the Parties' mutual desire to cooperatively promote and facilitate the production and marketing of green labelled products, the 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;

**"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 Thai Green Label Scheme in Thailand or the Singapore Green Labelling Scheme in Singapore;

**"License"** refers to a license under which the right to bear the Thai Green Label or Singapore Green Label on a product is granted by TEI or SEC, as the case may be;

**"License Fee"** means the fees paid to the licensing organization, including but not limited to annual fee, marketing fee, etc.;

**"Mutual Recognition Procedure"** means the certification procedure and the operational rules of mutual recognition;

**"Party"** means TEI or SEC;

**"Parties"** means TEI and SEC together;

**"Product"** means any goods or service;

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

## **1.0 Scope:**

**Section 1.1:** The scope of this Agreement covers all current and proposed aspects of the Thai Green Label Scheme in Thailand and the Singapore Green Labelling Scheme in Singapore.

## **2.0 Recognition and Acceptance:**

**Section 2.1:** Both parties recognize and accept the other Party's operational system and procedures for their respective Ecolabelling Program as transparent, open and credible.

**Section 2.2:** TEI recognizes and accepts SEC as a verifier on behalf of TGL in Singapore, and SEC recognizes and accepts TEI as a verifier on behalf of Singapore Green Labelling Scheme in Thailand.

**Section 2.3:** As verifiers of the other Party's Ecolabelling Program:-

TEI shall verify the compliance of the applicant product seeking the Singapore Green Label in Thailand in accordance with the Singapore Green Labelling Scheme Criteria, and SEC shall verify the compliance of the applicant product seeking TGL in Singapore in accordance with the TGL Criteria.

Any documents for verification procedure shall be prescribed separately upon consultation.

**3.0 License Application:**

**Section 3.1:** TEI authorizes SEC to accept an application for the license of the TGL Ecolabel on behalf of TEI in Singapore, and SEC authorizes TEI to accept an application for the license of the Singapore Green Labelling Scheme on behalf of SEC in Thailand.

**4.0 Granting License:**

**Section 4.1:** If and when an application for the license is submitted to TEI from SEC accompanied with a verification report and an endorsement letter issued by SEC verifying the product is determined as having passed and satisfied the TGL Criteria, TEI shall, at its sole discretion (but without prejudice to section 7.1), grant the license to such products so long as the products do not pose any particular reason for rejection of the license and so far as it satisfies the TGL Criteria.

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

**Section 4.3:** Where an applicant product has already been verified and licensed to use a Party's Ecolabel, the other Party shall verify and license that applicant product to use its Ecolabel according to the Mutual Recognition Procedure so long as the applicant product does not pose any particular reason for rejection of the license.

**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 to the best of their knowledge according to the information provided to them.

**Section 5.2:** Each Party warrants that it will not accept any form of benefit or forbearance, financial or otherwise, or the promise of such benefit or forbearance, financial or otherwise from any person in respect of the license of a product under this Agreement, and undertakes that its officers, Directors, employees and staff undertake to do the same.

**Section 5.3:** Each Party will notify the other when they are reasonably aware that the products certified through this Agreement fall out of compliance with the respective Ecolabelling Program criteria.

## **6.0 Consultation Section:**

**Section 6.1:** Both Parties shall communicate at least once per year via electronic mail or telecommunications 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, verification, certification and licensing 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 with consideration of the principles of **7.0 Free Trade Barriers**, which do not unfairly discriminate against a foreign applicant.

**Section 8.3:** Verification Fees are to be determined by and paid directly to the Party who performs the relevant verification services.

## **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 by either Party on the annual anniversary date of this Agreement by providing no less than three (3) months' prior written notice to the other Party.

**Section 10.2 Termination for Bankruptcy:** This Agreement may be terminated immediately 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 immediately if either Party ceases to have the authority to manage, administer and operate the respective Ecolabelling Program.

**Section 10.4 Termination for Material Breach:** This Agreement will terminate immediately with the giving of written notice by a Party if:

- (a) the other Party commits a breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
- (b) the other Party repeatedly breaches any term of this Agreement in such manner as to justify the opinion that its conduct is inconsistent with it having the intention or ability fulfill the terms of this Agreement.

## **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.

## **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 registered airmail, electronic mail or facsimile telecommunications (as notified to each other Party from time to time).

**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, 10.3 or 10.4.

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

**Section 12.4 Costs and Expenses:** Unless otherwise provided, each Party shall bear its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Agreement, and any documents referred to in it.

**Section 12.5 Assignment:** Neither Party shall assign this Agreement, or its right or obligations hereunder, without the prior written consent of the other Party.

**Section 12.6 Entire Agreement:** This Agreement constitutes the whole agreement between the Parties and supersedes any arrangements, understanding or previous agreement between them relating to the subject matter they cover. Any amendment to the Agreement shall be in writing and signed by both Parties.

**Section 12.7 No Waiver:** No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy, or prevent any future exercise of such right or remedy whether in whole or part thereof. Any waiver shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

**Section 12.8 Illegality:** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

**Section 12.9 Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of Singapore, without regard to its conflict of laws principles.

**Mr. Wijarn Simachaya, Ph.D.**



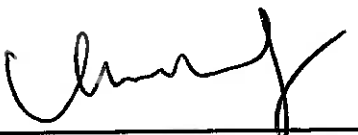
President

Thailand Environment Institute

19 May, 2025

Signed on behalf of TEI

**Mr. Cheang Kok Chung**



Executive Director

Singapore Environment Council

19 May, 2025

Signed on behalf of SEC

# Rules of Mutual Recognition Procedure

This document sets out the certification procedure and the operational rules of mutual recognition ("**Mutual Recognition Procedure**") referred to in Section 4.3 of the "**Mutual Recognition Agreement between Thai Green Label and the Singapore Green Labelling Scheme**" ("**Agreement**") and apply to a case which an applicant product has already been verified and licensed to use the Ecolabel of one Party and is applying for verification and license to use the Ecolabel of the other Party.

## 0.0 Definitions

"**Common Criteria Items**" refers to criteria items that the Parties have agreed on and denoted as "harmonized" between Thai Green Label Criteria and Singapore Green Labelling Scheme Criteria respectively regarding its objective and level of criteria.

"**Non-Common Criteria Items**" refers to criteria items of the Thai Green Label Criteria or Singapore Green Labelling Scheme Criteria do not constitute the Common Criteria Items.

"**Partner Certification Body**" or "**PCB**" refers to the Party that first verified and licensed its Ecolabel to an applicant product.

"**Target Certification Body**" or "**TCB**" refers to the Party verifying and licensing its Ecolabel to an applicant product which has already been verified and licensed for the PCB's Ecolabel.

## 1.0 Target product category

The target product category for mutual recognition will be determined and agreed in writing between TEI and SEC. The Parties may amend the list of target product categories from time to time as may be agreed between them in writing.

## 2.0 Principle of Common criteria

**Section 2.1** The Parties shall mutually agree on Common Criteria Items for the target product categories referred to in **1.0 Target Product Category**.

**Section 2.2** Common Criteria Items shall be accepted based on the PCB's verification and license, and will not be subject to re-verification by the TCB.

**Section 2.3** Non-Common Criteria Items shall be verified by the TCB unless otherwise agreed by the Parties in writing.

**Section 2.4** Each Party shall promptly notify the other if it decides or plans to. Each party will notify the other when the products certified through this Agreement fall out of compliance, abolish, or review the criteria for its Ecolabelling Program.

**Section 2.5** If either Party revises or abolishes the criteria for its Ecolabelling Program, the Parties shall review and agree on the Common Criteria Items and Non-Common Criteria Items for the target product categories referred to in **1.0 Target Product Category**.

### **3.0 Certification procedure for mutual recognition**

**Section 3.1** After receiving the application documents from an applicant of which product has been verified and licensed for the PCB's Ecolabel, the PCB shall issue a certificate of compliance (in English). The PCB shall promptly notify the TCB of the particulars of the application including but not limited to product category, applicant's name, and brand name.

**Section 3.2** The applicant shall submit its application documents along with the PCB's certificate of compliance to the TCB.

**Section 3.3** After receiving the application documents and certificate of compliance, the TCB shall verify the applicant product against the applicable Non-Common Criteria Items. If the applicant product satisfies the Non-Common Criteria Items, the TCB shall certify and license its Ecolabel to the applicant product so long as the applicant product does not pose any particular reason for rejection of the license.

### **4.0 Compliance with TCB's rules**

For applicant products relying on this Mutual Recognition Procedure, unless otherwise set out in these certification procedures and operational rules, the assessment criteria for the TCB's Ecolabelling Program shall apply.

### **5.0 Communication system between Parties**

**Section 5.1** Each Party shall identify a contact person for all matters related to the Mutual Recognition Procedure.

**Section 5.2** Communications concerning the Mutual Recognition Procedure shall be conducted in English and primarily the contact persons set forth in **Section 5.1**.

**Section 5.3** Each Party shall promptly notify the other Party on the replacement of the contact persons referred to in **Section 5.1**.



## **6.0 Verification result and response concerning subsequent procedures**

**Section 6.1** TCB shall contact the applicant directly to notify them of the verification results (including but not limited to the outcome of the verification and reasons in the event of rejection) and subsequent procedures, including payment of the License Fee and conclusion of an agreement.

**Section 6.2** TCB shall respond to any objection that may be raised by the applicant directly relating to the verification results.

**Section 6.3** TCB shall respond to all subsequent matters relating to the certification and license of its Ecolabel including but not limited to license renewal, addition, change to the product, audit, unless otherwise agreed in writing between the Parties.

**Section 6.4** If a certification or license issued by the PCB or TCB is cancelled by reason of falsified application, non-compliance with the applicable Ecolabel criteria, use of an inappropriate label, violation of the related environmental regulations, or other reasons, the cancelling Party shall promptly inform the other Party of such cancellation.

## **7.0 Publication**

**Section 7.1** The Parties are required to publicize, in advance, Common Criteria Items and all application procedures for this Mutual Recognition Procedure (including the application form, certification flow, and expenses).

**Section 7.2** The publication referred to in **Section 7.1** shall be publicly available and reasonably accessible by applicants and members of the public, such as publication on a web site. The languages used for the publication shall include both the languages of the PCB's country and English.

## **8.0 Handling of information**

**Section 8.1** The confidential information of applicants disclosed to the Parties in the process of mutual recognition (applications, certification documents, and data, information, etc. obtained from the field audit, etc.) shall not be used for any purpose except verification / certification operations for Ecolabelling Program by the Parties using the Mutual Recognition Procedure and may not be disclosed to any other organizations.

**Section 8.2** The PCB and the TCB shall retain the application documents and the documents prepared by PCB for verification (site inspection report, etc.) for a period of at least five (5) years after the termination of the license agreement for the respective product

## 9.0 Cooperation between two Parties

**Section 9.1** Parties shall cooperate with each other and act in good faith in order to implement Mutual Recognition Procedure properly.

**Section 9.2** Any question that may arise in connection with this document or any matter not provided herein shall be settled through consultation among the Parties of the two countries Failing which it may be finally resolved according to the arbitration procedure set out in the Agreement.

## 10.0 Establishment Revision Termination

**Section 10.1** This document comes into effect when signed by all Parties.

**Section 10.2** This document may be revised or terminated by agreement in writing between the Parties. **8.0 Handling of Information** shall survive the termination of these this document

**Mr. Wijarn Simachaya, Ph.D.**



President

Thailand Environment Institute

19 May, 2025

Signed on behalf of TEI

**Mr. Cheang Kok Chung**



Executive Director

Singapore Environment Council

19 May, 2025

Signed on behalf of SEC