

Mutual Recognition Agreement On Common Criteria of Cement products

Between: **Thai Green Label, Thailand Environment Institute (TEI)**
16/151, Muang Thong Thani, Bond Street, Pakkred
District, Nonthaburi, 11120, Thailand

and **Eco Label Sri Lanka, National Cleaner Production Centre
Sri Lanka (NCPC)**
14A, Nalandarama Road, Nugegoda, 10250, Sri Lanka

and **Singapore Green Labelling Scheme, Singapore Environment
Council (SEC)**
1 Kay Siang Road, #07-01 Singapore 248922

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;

"Applicant" means suppliers of certain products that comply with specific criteria and requirements of Ecolabelling program offered by TEI or NCPC or SEC

"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;

"Common Criteria items" refer to criteria item that the Parties have agreed on and denoted as "harmonized" between Thai Green Label criteria , Eco Label Sri Lanka criteria , and Singapore Green Labelling criteria;

"Non-Common Criteria items" refers to criteria item whichever Thai Green Label criteria or Eco Label Sri Lanka criteria or Singapore Green Labelling criteria do not constitute the Common Criteria;

"Partner Certification (PCB)" refer to certification Body who verifies the target product on behalf of target certification body;

"Target certification body (TCB)" refers to the certification body who issues the certificate to applicant

"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;

“**License**” refers to a license under which the right to bear the Thai Green Label criteria or Eco Label Sri Lanka criteria or Singapore Green Labelling criteria do not constitute the Common Criteria on a product is granted by TCB, 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.;

1.0 Target product category

Target product category in this agreement refers to the following ones, as mutually agreed by the parties. Categories could be added upon the agreement of all parties.

- TEI “Cement and cement products (TGL-99-R2-25)”
- NCPC “Cement (CC-EL-09)”
- SEC “Cement and Concrete Products Category 22”

2.0 Scope:

Section 2.1 The scope of this Agreement covers all current and proposed aspects of the parties.

3.0 Recognition and Acceptance:

Section 3.1 All parties recognize and accept the other party's operational system and procedures as transparent, open and credible.

Section 3.2 All parties shall receive the most recently updated labelling criteria of each other for the Applicant products before they start the verification process.

Section 3.3 TCB recognizes and accepts the PCB as a verifier on behalf of the TCB within the PCB's country.

Section 3.4 PCB shall verify the compliance of the Applicant's products seeking the TCB Scheme in PCB's country in accordance with the TCB Scheme criteria and submit a verification report and an endorsement letter to TCB.

4.0 Principle of Common criteria

Section 4.1 The product category specified in 1.0 will be set the common criteria items through mutual consultation between TEI, NCPC, and SEC be attached to the Appendix

Section 4.2 Common criteria items will be accepted with Certificate issued by PCB, that is, they will not be verified by TCB.

Section 4.3 In principle, Non-common criteria items should be verified by TCB; provided, however, that this shall not apply if all parties agree with other alternatives.

Section 4.4 If each party decides or plan to revise, abolish, or review the criteria concerning mutual recognition, it shall notify all party of another country. If the target criteria of each party has been revised, all parties will review the common criteria items if needed.

5.0 Certification procedure for mutual recognition:

Section 5.1 TCB authorizes PCB to accept an application for the license on behalf of TCB in PCB's country. For the avoidance of doubt, the application shall be routed to TCB first. PCB would facilitate the application process by informing the Applicant to contact TCB directly and then TCB will update and inform PCB if the application is accepted. Then, TCB will inform PCB for further instruction if the verification is needed.

Section 5.2 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 5.3 The applicant shall submit its application documents along with the PCB's certificate of compliance to the TCB.

Section 5.4 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.

Section 5.5 Alternatively, applicants may choose to apply directly to the TCB without submitting through the PCB. In such cases, the PCB may facilitate and perform verification as requested by the TCB. The TCB will notify the PCB of any further requirements or acceptance. The TCB shall certify and license its Ecolabel to the applicant product, provided that the product meets the requirements of the Common Criteria items and the Non-Common Criteria items do not pose any reason for rejection.

6.0 Granting License:

Section 6.1 Upon completion of the verification works, PCB shall submit a verification report and an endorsement letter verifying the products have satisfied the TCB's Criteria and TCB 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.

Section 6.2 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.

7.0 Warranty:

Section 7.1 Each party warrants that the verification report and endorsement letter submitted upon completion of the verification works, are true and correct.

Section 7.2 PCB shall, upon request of TCB, monitor and audit the products verified by PCB continue to satisfy the TCB's Criteria.

Section 7.3 Each party will notify the other when the products certified through this Agreement fall out of compliance.

Section 7.4 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.

8.0 Consultation Section:

Section 8.1 All 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.

9.0 Trade Related Considerations:

Section 9.1 In order to prevent unnecessary trade barriers and ensure equitable market access, the Parties agree to:

- (a) Ensure transparency in all relevant decision-making processes;
- (b) Maintain ecolabelling systems that are open, impartial and accessible to all applicants and stakeholders; and
- (c) Take into consideration the principles established by the International Organization of Standardization (ISO), the Global Ecolabelling Network (GEN), and the World Trade Organization (WTO).

10.0 Confidentiality:

Section 10.1 The Parties undertake to maintain the confidentiality of any information connected with this Agreement against any third parties to this Agreement. Any Confidential Information disclosed to any Party pursuant to this Agreement shall not without prior written consent of every Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.

Section 10.2 The confidentiality provisions apply to all Confidential Information exchanged between each Party including any Confidential Information exchanged in preliminary discussion and during negotiations relating to matters within the scope of this Agreement. The Parties agree to adopt the industry's highest standards regarding the disclosure and protection of their Confidential Information.

Section 10.3 For the purpose of this Section, 'Confidential Information' includes all technical know-how, financial information and other commercially valuable information in whatever form including, but not limited to, unpatented inventions, trade secrets, formulae, graphs, drawings, designs, tables, flow charts, process charts, biological, chemical and/or botanical materials, samples, germ plasm materials, devices, models, know-how, copyright in and to documents/software and other materials of whatever description which the Disclosing Party claims is confidential to itself or over which it has full control and includes all other such information that may be in the possession of the Disclosing Party's employees or management.

Section 10.4 "Disclosing Party" means the Party that is disclosing its Confidential Information to a Party to this Agreement. "Receiving Party" means the Party that is receiving Confidential Information from a Party to this Agreement.

Section 10.5 The obligation of this confidentiality shall not apply under the following circumstances: -

- (a) The Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the records of the Receiving Party;
- (b) The Confidential Information is now or hereafter becomes available to the public in the form of a printed publication through no breach of this Agreement;
- (c) The Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third party having lawful right to disclose such information; and
- (d) The Confidential Information is required by law to be disclosed.

Section 10.6 After termination, the provisions of Section 10 (Confidentiality) shall remain in force for five (5) years for matters handled under this Agreement.

Section 10.7 PCB and 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 license agreement for the relevant product.

11.0 Indemnification

Section 11.1 The Parties shall indemnify each other from and against all liabilities including losses, claims, proceedings, damages, costs and expenses, arising out of each other's action, omission or negligence in performing their respective obligations under this Agreement.

Section 11.2 The Parties agree that breach of this Agreement shall cause the other Party irreparable damage for which recovery of damages would be inadequate, and that the other Party shall therefore be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations of this Agreement in addition to all other remedies available in law.

Section 11.3 The Parties shall indemnify each other in connection with the performance of the services and/or its obligations under this Agreement only.

Section 11.4 The Parties shall defend and hold harmless each other and agrees that Parties shall not be responsible for any liabilities, damages, injuries, losses, costs and expenses including Product Liability Claims suffered by any third party due to reliance to the Parties' Certified Product.

12.0 Intellectual Property

Section 12.1 TCB shall not utilize the PCB logo, PCB certification mark, company data, standards, labels, schemes, or other marks, or any words implying endorsement (including "Tested" or "Approved" by PCB), for any purpose without PCB's prior written approval.

13.0 Fees:

Section 13.1 Applicant shall pay the License fees to the party offering the Ecolabel.

Section 13.2 License fees must be determined and charged in a consistent and fair manner, which does not unjustly discriminate against a foreign Applicant.

Section 13.3 Applicant shall pay the Verification fees which shall be determined by the party who performs the relevant work.

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

Section 14.1 No party has the authority to license the use of the other party's Ecolabel.

15.0 Termination:

Section 15.1 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 15.2 Termination for Bankruptcy: This Agreement may be terminated by either party if the other party voluntarily enters into proceedings in bankruptcy or insolvency.

Section 15.3 Termination for Change in Status: This Agreement will terminate if either party ceases to have the authority to manage and operate the Ecolabelling program.

Section 15.4 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.

16.0 Arbitration:

Section 16.1 Any dispute arising out of or in connection with this Agreement must be submitted for mediation at the Singapore Mediation Centre (SMC) in accordance with SMC's Mediation Procedure in force for the time being. Either party may submit a request to mediate to SMC upon which the other party will be bound to participate in the mediation within [45 days] thereof. Every party to the mediation must be represented by senior executive personnel, of at least the seniority of a Head of Department, with authority to negotiate and settle the dispute. The parties agree to participate in the mediation in good faith and will be bound by any settlement agreement reached.

Section 16.2 Any claims, disputes, or controversies arising between the parties hereto out of or in connection with this Agreement, or any breach thereof, which cannot be amicably settled by the parties during mediation, 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 the capital of the respondent's country. The award shall be final and binding upon the parties, and judgment on such award may be entered in any court or tribunal having jurisdiction thereof.

17.0 Miscellaneous Provisions:

Section 17.1 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 17.2 Term: This Agreement comes into effect on the date of execution, and remains effective until terminated under the conditions identified in Section 15.

Section 17.3 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.

Section 17.4 No exclusivity: Nothing contained in this Agreement shall be construed as binding the Parties to any form of exclusivity, whilst the Parties shall be entitled to conduct business independently of each other unless otherwise agreed by the Parties in writing in a subsequent formal Agreement to the other Party hereafter.

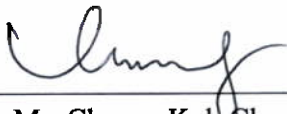
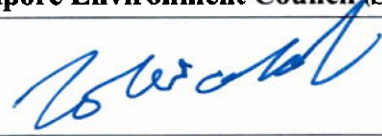
Section 17.5 Costs and Expenses: Unless otherwise provided, each Party shall bear its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Agreement, and any documents referred to in it.

Section 17.6 Assignment: Neither Party shall assign this Agreement, or its right or obligations hereunder, without the prior written consent of the other Party.

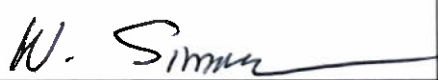
Section 17.7 Entire Agreement: This Agreement constitutes the whole agreement between the Parties and supersedes any arrangements, understanding or previous agreement between them relating to the subject matter they cover. Any amendment to the Agreement shall be in writing and signed by the Parties.

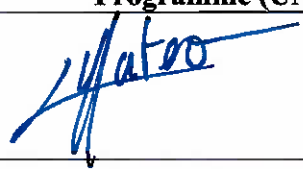
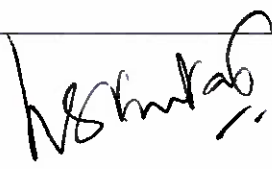
Section 17.8 No Waiver: No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy, or prevent any future exercise of such right or remedy whether in whole or part thereof. Any waiver shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

Section 17.9 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.

SIGNED by for and on behalf of Singapore Environment Council (SEC)	WITNESSED by for and on behalf of Singapore Environment Council (SEC)
	
Name: Mr. Cheang Kok Chung	Name: Ms. Isabella Huang-Loh
Position: Executive Director	Position: Chairman
Date: 14 October, 2025	Date: 14 October, 2025

SIGNED by for and on behalf of National Cleaner Production Centre (NCPC) Sri Lanka	WITNESSED by for and on behalf of National Cleaner Production Centre (NCPC) Sri Lanka
	
Name: Mr. H. A. D. U. Gamini Gunasekera	Name: Eng. Samantha Kumarasena
Position: Chairman	Position: Chief Executive Officer
Date: 14 October, 2025	Date: 14 October, 2025

SIGNED by for and on behalf of Thailand Environment Institute (TEI)	WITNESSED by for and on behalf of Thailand Environment Institute (TEI)
	
Name: Mr. Wijarn Simachaya, Ph.D.	Name: Ms. Chuttree Phurat, Ph. D.
Position: President	Position: Director of Green Label and Environmental Label Program
Date: 14 October, 2025	Date: 14 October, 2025

WITNESSED by for and on behalf of United Nations Environment Programme (UNEP)	WITNESSED by for and on behalf of Global Ecolabeling Network (GEN)
	
Name: Ms. Laetitia Montero	Name: Mr. K.S. Venkatagiri
Position: Associate Programme Management Officer	Position: Chairman of GEN Board and Executive Director of CII-Godrej GBC
Date: 14 October, 2025	Date: 14 October, 2025

ANNEX I

Tripartite Common Criteria on Cement Products

(*) Corresponding standard of each program as follows:

- Thailand Green Label (TGL)-99-R2-25 - Cement and Cement Products
- Singapore Green Labelling Scheme (SGLS): Category 22 Cement and Concrete Products
- Sri Lanka: National Cleaner Production Centre (NCPC): Cement (CC-EL-09)

No.	Element	Criteria Items of Standard (*)			Remarks
		TGL-99-R2-25	SGLS 22 v7.1	CC-EL-09	
1	Extraction of Raw Materials	Environmental Impact Assessment (EIA); National Environmental Quality Promotion and Conservation Act B.E. 2535	Environmental Protection and Management Act (EPMA)	The National Environmental Act (No. 47 of 1980 with subsequent amendments in Act No. 56 of 1988 and Act No. 53 of 2000)	Common criteria Based on National Regulations
2	Social Responsibility	Occupational health and safety management systems according to ISO 9001, 14001, and 45001	Occupational health and safety management systems according to ISO 9001, 14001, and 45001	Worker Rights and Fair Wages (ILO standards), Encourages corporate social responsibility (CSR) and Occupational Health and Safety and Responsible Chemicals Management	Common criteria
3	Use of Alternative Raw Materials	At least 10%	At least 10%	Not defined	Not Common criteria only for TGL and SGLS
4	Energy management	Implement Energy efficiency management policies and procedures	Use of alternative fuels for kiln/furnace	Energy Resource Consumption and Conservation	Common criteria only for TGL, NCPC→SGLS applied

5	Control of Air Pollutants	Ministry of Industry on Ventilation Value from Cement Factories, B.E. 2549 CO < 200 mg/Nm ³ NO _x < 800 mg/Nm ³ SO ₂ < 500 mg/Nm ³ (for Grey cement), < 80 mg/Nm ³ (for White cement) PM < 50 mg/Nm ³	Environmental Protection and Management (Air Impurities) Regulations (No. S 595/2000) CO < 600 mg/Nm ³ NO _x < 700 mg/Nm ³ SO ₂ < 500 mg/Nm ³ PM < 100 mg/Nm ³ (Compliance with National Regulations per ISO 14001)	The Gazette of the Democratic Socialist Republic of Sri Lanka CO < 200 mg/Nm ³ (new) CO < 400 mg/Nm ³ (old) NO _x < 1000 mg/Nm ³ SO ₂ < 270 mg/Nm ³ (new) SO ₂ < 540 mg/Nm ³ (old) PM < 200 mg/Nm ³ (new) PM < 400 mg/Nm ³ (old)	Common criteria The common limit as CO < 200 mg/Nm ³ NO _x < 700 mg/Nm ³ SO ₂ < 500 mg/Nm ³ (for Grey cement) PM < 50 mg/Nm ³ Refer test method to US EPA
6	Control of Water Pollutants	Wastewater Quality Specification B.E 2560 Arsenic < 0.01 ppm Cadmium < 0.01 ppm Hexavalent chromium < 0.05 ppm Lead < 0.1 ppm Mercury < 0.005 ppm Selenium < 0.01 ppm	NEA's Allowable Limits for Trade Effluent Discharge to Watercourse or Controlled Watercourse, Environmental Protection and Management Act 1999 Arsenic < 0.01 ppm Cadmium < 0.003 ppm Hexavalent chromium < 0.05 ppm Lead < 0.1 ppm Mercury < 0.001 ppm Selenium < 0.01 ppm (Compliance with National Regulations per ISO 14001)	General Standards and Criteria for the Discharge of Industrial Effluent into Inland Surface Waters Arsenic < 0.2 ppm Cadmium < 0.1 ppm Hexavalent chromium < 0.1 ppm Lead < 0.005 ppm Mercury < 0.1 ppm Selenium < 0.05 ppm	Common criteria The common limit as Arsenic < 0.01 ppm, Cadmium < 0.003 ppm Hexavalent chromium < 0.05 ppm Lead < 0.005 ppm Selenium < 0.01 ppm Refer test method to AWWA method 3120B
7	Control of Waste	Waste management policies and procedure comply ISO 14001	Waste management policies and procedure comply ISO 14001	Waste management policies and procedure comply ISO 14001	Common criteria

8	GHG reduction and Carbon Footprint product	- Implement GHG reduction measure - Limit CO2 emission by product type calculation method refer to ISO 14064-1 (GHG inventories) and ISO 14067 (Carbon Footprint of Products)	NA	GHG Emission Management refer to Science-Based Targets Initiative (SBTi) and alignment of emission reduction targets	Not Common criteria
9	Hazardous Substances	Concentration of heavy metals from Toxicity Characteristics Leaching Procedure (TCLP) Arsenic <2 mg/L Cadmium <1 mg/L Lead <2 mg/L Mercury <0.2 mg/L Hexavalent chromium <2 mg/L Selenium <1 mg/L	Concentration of heavy metals from Toxicity Characteristics Leaching Procedure (TCLP) Arsenic <5 mg/L Cadmium <1 mg/L Lead <5 mg/L Mercury <0.2 mg/L Hexavalent chromium <5 mg/L Selenium <1 mg/L	No heavy metals (eg: mercury, lead, cadmium, hexavalent chromium, arsenic & antimony) and release of solvents	Common criteria The common limit applies where the test results are non-detectable (ND) Refer test method to US EPA, Evaluating Solid Waste, Physical/Chemical Methods (SW-846) Test Methods 1311
10	Packaging	Instructions for managing the packaging after use	Instructions for managing the packaging after use	Instructions for managing the packaging after use	Common criteria
11	Packaging	NA	Primary packaging paperboard $\geq 70\%$ recycled content	Encourage use of recycled materials of more than 20%	Not Common criteria
12	Packaging	Limit contamination from heavy metal And its compound of Cadmium, Hexavalent chromium, Mercury, and Lead in compliance with RoSH directive	NA	Limit contamination from heavy metal in compliance with national standards by the Consumer Affairs Authority (CAA)	Not Common criteria