



## Memorandum of Understanding Between Member Organisations

Members of the Global Ecolabelling Network (GEN), who are members in good standing and who have successfully completed the application and peer review process of GEN's Internationally Coordinated Ecolabelling System (GENICES), have demonstrated their ecolabelling programs meet a mutually agreed upon standard of quality. By entering into this non-binding agreement, which replaces the former multilateral mutual recognition agreement, members express their willingness to negotiate joint Specific Activities that rest on mutual recognition of each other's programs.

Such members of (GEN), who have successfully completed (GENICES), are each a "Party" or "Institution" wishing to establish a cooperative relationship to promote and facilitate the production, marketing and ecolabelling of products that are better for the environment, and agree as follows:



### **Article I: Definitions**

"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;

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

"Specific Activities" means any joint initiatives among GEN members based on some level of mutual recognition of each other's ecolabelling programs;

"Party" means a signatory to this Agreement.



## **Article II: Scope of Collaboration**

2.1 General Scope. Each institution may offer to the other opportunities for recognition of

operational systems and procedures, certification criteria, testing methods, and may offer guidance and technical support if feasible, notification and engagement on criteria development, and more as will foster a collaborative relationship.

2.2 Specific Activities. Specific activities implemented under authority of this MOU shall be subject to availability of funds and the approval of each institution's authorised representatives. The institutions contemplate implementation of activities such as: (a) joint certification criteria development; (b) joint research activities; (c) harmonisation of existing certification criteria and/or testing methods; (d) harmonisation of product categories; (e) determination of equivalencies between testing requirements for the purpose of mutual recognition; (f) verification of conformance to the other institution's product criteria/requirements for the purpose of mutual recognition of such verification activities/results.

2.3 Separate Agreements. In the absence of pre-existing Specific Activities, and prior to initiating any new Specific Activity, the involved Parties will negotiate and enter into a separate agreement, signed by each Party's authorised signatory, describing the terms of the arrangement, including the budgets.



### **Article III: Renewal, Termination, and Amendment**

3.1 Duration. This MOU shall remain in force for each Party five years from the date of that Party's most recent GENICES audit. Parties may leave this MOU by providing 30 days advance written notice to the other Parties.

3.2 Extension and Renewal. The Parties may extend or renew this MOU by agreement, confirmed in a written amendment signed by each Party's authorised signatory. 3.3 Amendment. No amendment of the terms of this MOU will be effective unless made in writing and signed by each Party's authorised signatory.

3.4 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, or that Party enters into proceedings in bankruptcy or insolvency.

3.5 Termination in Entirety. The entire agreement can be terminated at any time upon the unanimous agreement of the Parties.



#### **Article IV: General Matters**

4.1 Use of Names. No Party may use the name of the other Parties in any form of advertising or publicity without express written permission. The Parties must seek permission from one another by submitting the proposed use, well in advance of any deadline, to the liaison officers designated in Article 4.2 below.

4.2 Notices. The Parties must give all notices under this MOU in writing via one of the following methods: (a) confirmed facsimile transmission; (b) postage prepaid registered or certified mail, return receipt requested; or (c) email. All

communications must be sent to the addresses set forth below or to such other addresses designated by the Parties by written notice. Notices are effective upon receipt.

4.3 Binding Obligations. With the exception of Articles III and IV, this MOU is not intended to create any legally binding obligations on either institution but, rather, is intended to facilitate discussions regarding general areas of cooperation.

4.4 Authorised Signatories Each Party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.