

Process 6: GreenTag® Certification Licence Agreement

What is the purpose of this document?

To establish the principal agreement between applicant, Licence Holder and Ecospecifier Pty Ltd relating to the Global GreenTag® Product Certification process and associated financial, copyright and procedural arrangements.

1.0 Scope

This Licence Agreement is applicable to all applications and renewals for GreenTag® Certification. This process identifies specific information that shall be submitted to Ecospecifier in relation to the application for Product Certification; and actions and processes to be followed in the use of the Licence, Marks and GreenTag® Program Designs.

This procedure relates to:

- i. Granting;
- ii. Maintaining;
- iii. Withdrawing; and
- iv. Suspending;

the use of the Mark.

2.0 General

Applicant agrees in advance:

- i. to provide a properly executed licence and all other documents required by the program standard and published procedures;
- ii. to apprise themselves of the requirements of the GreenTag® Program and comply with all relevant requirements. Failure to do so may render application or certification void and warrant partial or full retention of funds paid;
- iii. to make claims regarding certification only in respect of the scope for which certification has been granted;
- iv. to not use the certification in such a manner as to bring Ecospecifier or the GreenTag® Program into disrepute and make no statement regarding its product certification that Ecospecifier or the Global GreenTag® Program Director may consider misleading or unauthorised;
- v. to use certification only to indicate that products are certified as being in conformity with specific Standard/s;
- vi. to endeavour to ensure that no certificate or report or listing is used in a misleading manner;
- vii. that in making reference to its product certification in communication media such as documents, brochures, advertising or any electronic media, that such communication complies with the requirements of GreenTag® including this document, Rules for use of the Logo, Style Guidelines and any other published requirements;
- viii. to indemnify Ecospecifier from any costs associated with legal redress for failure to comply with above requirements.

3.0 Referenced Documents

- i. GreenTag® Standard (edition current at the time of application or as modified during the application period and prior to certification) and Normative References,
- ii. Declaration/Renewal Declaration,
- iii. Rules for the Use of the Mark and Style Guide,
- iv. Applicant Submission.

4.0 Proposals

5.0 Proposals provided are current for 30 days and subject to confirmation that the applicant provided data has adequately described the products and the fees quoted reflect the work to be undertaken especially in relation to 'subsequent product' definitions (see below). **Definitions of First & Subsequent Products "Within a Product Range"**

Where second and subsequent products are based on essentially similar raw materials and manufacturing processes, GreenTag® is required to do less assessment and data entry overall. In this instance a 'subsequent products' classification may be applied. It is at Ecospecifier's discretion as to whether a second or subsequent product is subject to the lower 'similar product within a product range' fee. Where multiple product certification is applied for and all are dissimilar or largely dissimilar 'first product' fee shall apply in all instances.

6.0 Invoices

Invoices are due for payment in advance of commencement of assessment processes except 'Preliminary Approval' and issuance of GreenTag® Proposal.

7.0 Process Documents

Published process documents may be varied if the specific requirements of an assessment warrant modification. If this is required, the departure from standard process will be discussed in advance with the client to explain the reasons and need for the change.

8.0 Applicant Responsibility

The applicant understands that it is their responsibility to provide information adequate to provide the initial quotation as well as the required and/or requested information, adequately filled out questionnaire, signed Terms & Conditions and Declaration/Renewal Declaration prior to the commencement of the product certification process to Ecospecifier.

It is also the applicants responsibility to supply information for the assessment process in a timely manner and further, to notify Ecospecifier, subsequent to the provision of any information, of any changes to the product including but not limited to, specifications or constituents of their product/s, address and contact details and Supplier nominated liaison contact for product/s listed on the Ecospecifier product database. If GreenTag® ascertains that there has been a change in the product's specifications that warrants a reassessment Ecospecifier reserves the right to immediately revoke certification and remove product from online publication and to charge a new assessment fee. The applicant indemnifies Ecospecifier for any loss due or damage due to inaccurate, misleading or outdated information published as a result of action or inaction by the Supplier if Ecospecifier has not been immediately notified and correct information supplied to the nominated member of the Assessment Team by email and hardcopy via mail (address below).

It is the responsibility of the applicant to:

- a) Maintain its annual certification fee a minimum 12 months in advance and as required in this agreement;
- b) Comply with the Licence and the Rules for the use of the Mark and Style Guidelines;
- c) Not reproduce in part, any product assessment report without written approval from the GreenTag® Program Director;
- d) Apply the program marks and designs only to packing, advertising and marketing collateral directly related to the certified product;
- e) Avoid incorrect references to the certification system or misleading use of licence/s, certificates or marks, found in advertisements, catalogues, etc;
- f) Makes all necessary arrangements for the provision of required evidence and/or conduct of the evaluation, including provision for examining documentation and access to all areas, records (including internal audit reports) and personnel for the purposes of evaluation (e.g. testing, inspection, assessment surveillance, reassessment) and resolution of complaints;
- g) Inform Ecospecifier of any change in the certified product or manufacturing process that is likely to significantly affect the product's design or specification, or changes in the ownership, structure or management of the supplier, if relevant, or any other information that indicates the product may no longer comply with the requirements of the Standard;
- h) In the event of Ecospecifier determining changes have been made to product or supplier details as per Clause 12.0 and not notified to Ecospecifier, the supplier will, on receipt of an Ecospecifier 'Notice to Rectify', immediately provide Ecospecifier with the required details and any fees necessary to allow recertification. Failure to do so may result in the suspension or withdrawal of the Licence;

- i) If the product Licence is withdrawn, the manufacture must, within 7 days, cease to further promulgate all product marketing, packaging, advertising or other material carrying the logo. Furthermore all material carrying the Logo is to be withdrawn within 90 days. ;
- j) Failure to comply with any of the above criteria, may also give rise to corrective, legal or other suitable actions, as appropriate.

8.01 Applicant Documentation: It is also the responsibility of the applicant to provide the following information as a minimum:

- a. Complete an official application form and properly execute the GreenTag® Terms and Conditions, this Licence Agreement and product Declaration form, all signed by a duly authorised representative of the applicant, in which or attached to which are the following:
 - i. the scope of the desired certification;
 - ii. a statement that the applicant agrees to comply with the requirements for certification and to supply any information needed for evaluation of products to be certified and allow any access required for audit or inspection if required.
- b. The applicant, as a minimum, shall provide the following:
 - i. corporate entity, name, address and legal status;
 - ii. a definition of the products to be certified, the certification system, and the standards against which each product is to be certified if known to the applicant;
 - iii. applicable fee; and
 - iv. A completed product Questionnaire and all other documentation required by the program procedures as listed below or requested throughout the assessment;
 - v. full declaration of product composition of homogeneous materials to 0.1% (or 100ppm) of composition or equivalent bill of components;
 - vi. a completed Ecospecifier Questionnaire including place of manufacture or assembly of each raw material or component;
 - vii. Materials Safety Data Sheet (MSDS) for all chemical components including constituent dyes, tints or inks;
 - viii. current certification for any ISO or other Standards compliance claimed- including FSC, PEFC (or any member scheme), ISO 9001, 14001, other 14024 Type 1 Ecolabels, or 14025 Type 3 Environmental Performance Declarations;
 - ix. third party laboratory testing or other audits as required to demonstrate key product claims or to demonstrate compliance with specific product standards as per appendix 2 ;
 - x. where emissions to water are involved in key manufacturing processes (e.g. wool scouring, water bath dyeing, leather tanning etc), effluent emissions testing showing compliance with Environment Protection Authority/Government Licence conditions or ANZEC or WHO Water Quality Guidelines;
 - xi. compliance with relevant social and environmental legislative or other legal requirements including International Labour Organisation's conventions;
 - xii. compliance or participation in Corporate Social Responsibility (CSR) programs or Standards e.g. SA8000 or the Global Reporting Initiative's (GRI) 'Sustainability Reporting Guidelines';
 - xiii. any other information deemed necessary by Ecospecifier to demonstrate compliance.
 - xiv. Submit to any audit of materials supply chain or manufacturing processes or emissions related issued as required.

8.02 GreenRate Certification: Where an applicant seeks GreenRate certification for a product that relates to the Green Star™ materials calculators, evidence of the following must also be provided as a minimum in accordance with the GreenTag® Standard:

- i. the post consumer recycled content of all constituents;
- ii. specific VOC, TVOC and emissions of components;
- iii. formaldehyde emissions or urea formaldehyde content;
- iv. data on material usage and waste generation in a format that allows optimisation of the production process,
- v. a commitment to optimise the production process;
- vi. resource efficiency, i.e., optimisation of materials sourcing and

- vii. production processes;
- vii. water use accounting- sufficient to allow calculation and reporting of comprehensive product life cycle water footprint;
- viii. fitness for purpose;
- ix. availability of replacement parts and repair/service functions;
- x. product stewardship program (where relevant);
- xi. design for disassembly (where relevant).

All evidence submitted to be in accordance with the relevant GBCA Green Star™ Technical Manuals, USGBC LEED Reference Guides or other green building scheme technical requirements.

For GreenRate assessments relating to international green building rating schemes, submission requirements may change according to the credits and the scheme being assessed.

9.0 Payment of Fees

All application fees need to be paid, along with an adequately filled Questionnaire sheet, product information as required by the STANDARD (including relevant constituents list, Material Safety Data Sheets, laboratory and test certificates / reports), signed Terms & Conditions and Declaration/Renewal Declaration, received before assessment will commence.

10.0 Expedited Assessment

An expedited assessment fee of a minimum of 30% is applied to the total of fees quoted (excluding GST) if certification is required within less than the program average timeframe, current at the time of proposal. The scope of expedited assessment must be arranged prior to payment to ensure that our work program will indeed permit the expedited assessment to be undertaken and any reduced timeframe be agreed by the GreenTag® Program Director in writing.

11.0 Goods and Services Tax

Prices quoted are exclusive of GST unless shown otherwise. Where GST or VAT is not payable, invoices or prices shown are net.

12.0 Certification

On certification of the product, the program confirms, in writing, the issuance of a License to an applicant and by doing so also grants the licence to use the GreenTag® marks and designs and issues a registration number to the applicant. The License Agreement has to be signed by both parties.

The program also provides the applicant with the GreenTag® Style Guide and Images Kit and follows up that the usage of the marks and designs are carried out according to the set principles and guidelines therein.

The Supplier recognises that GreenTag® has the right to extend or reduce the scope of certification or re-evaluate the product in the event of:

- i. changes significantly affecting the product's design or specification,
- ii. changes in the Standards to which compliance of product is certified,
- iii. changes in the ownership, structure or management of the supplier, if relevant,
- iv. any other information indicating that the product may no longer comply with the requirements of the certification system.

If Ecospecifier determines that any of the above events have occurred, Ecospecifier may suspend the licence following the issuance of a rectification notice giving 7 days notice of intention to suspend the licence and the supplier has not taken adequate action to rectify the breach within this time.

During the period of suspension, the supplier is required:

- i. not to make misleading claims as to the certification status,
- ii. to cease to use the certification mark on the products manufactured since the date of notification of suspension.

A defective certified product that gave rise to suspension of certification is:

- i. subject to corrective action including, where appropriate, product recall;
- ii. prevented, by all practical means, from being placed on the market after the suspension is invoked.
- iii. certification is not granted before all criteria are met.

If, following suspension of certification the reasons that gave cause to the suspension are not rectified, the Licence may be withdrawn. Other issues that may give rise to suspension or withdrawal if compliance is not continuous follow hereafter.

13.0 Certification Re-evaluation

Any of the above issues that necessitate a re-assessment (or part thereof) of product certification or online content will be charged at an hourly rate of \$160 p/h plus GST. Minor changes may not incur a fee. It is at Ecospecifier's discretion as to whether the changes requested are considered minor. If modification involves life cycle inventory changes, site based inspection or any audits, Ecospecifier reserves the right to issue a separate proposal. To maintain certification, this proposal must be accepted within 30 days.

14.0 Information Requests and Reasonable Time

Information requests by GreenTag® assessors are to be complied with promptly and in all instances within 14 days. Failure to provide required information may, at The GreenTag® Program Directors absolute discretion, result in the imposition of a management fee of AUS\$120/week. Information not provided within 90 days may (unless otherwise agreed in writing) result in the termination of the assessment. Subject to the extent of work completed, termination may be without refund (see clause 12.0). Any management fees incurred will be deducted from certification or other fees paid. The certification or other fees will then be subject to further invoice to bring the fees lodged back into line with original Invoiced fees.

15.0 Non-refundable portion

If after the assessment is commenced, the product is withdrawn for any reason a minimum non-refundable assessment fee of \$2000/product plus hourly rates for time spent will apply even if the product is rejected by the GreenTag® Program Director on technical grounds. The product may also be rejected as a result of inaction on behalf of the applicant. Charges for assessments terminated or rejected on the basis of technical issues or inaction are based pro-rata on current hourly rates for relevant personnel committed before termination of the listing. Termination may be invoked at the complete discretion of the GreenTag® Program Director after 60 days of inaction by the Supplier in response to any contact or question/s asked by email or phone by a GreenTag Assessor. GreenTag® will notify the manufacturer its intent to terminate the assessment at least 7 days prior to termination by email and phone to the applicant's nominated liaison contact.

16.0 Product Certification - Content

The final content of any product certification and report (as published and including online) will be relevant to the conformance of the product to the scope and requirements of the GreenTag Standard as well as key green building rating tools. The content of any certification report is at the sole discretion of The GreenTag Program Director. GreenTag reserves the right from time to time to vary the GreenTag® Standard, certification and report formats or content in line with our policy of constant improvement for the benefit of users and manufacturers overall (see also Clause 22).

17.0 Product Certification – Applicant Input

Applicants will be invited to comment on content of certification report and Environmental Product Declaration/s for accuracy but will not be permitted to promote outcomes or edit content beyond ensuring the integrity of the information. If a disagreement arises that cannot be mutually resolved, the Greentag® Program Director reserves the right to withdraw or withhold certification or terminate the certification process in accordance with clause 13.0.

18.0 Copyright

All aspects of the certification and reporting resulting from the application remains the copyright of Ecospecifier Pty Ltd. Any use of any part of the certification report content without the specific written approval of the GreenTag® Program Director is prohibited. Use of the GreenTag® marks are subject to compliance with the Style Guide, 'GreenTag® Rules for the Use of the Mark ' and terms of this Licence. The GreenTag® Program Director may give permission for limited extracts to be used under certain conditions and only in writing. The images, brochures and other graphic material provided to GreenTag® remain the copyright of the manufacturer. Breach of the copyright terms may lead to withdrawal of the certification, rights to use GreenTag® mark/s, permanent removal from any Ecospecifier online database and other legal action or remedy.

19.0 Use of the Ecospecifier or GreenTag® Mark or Registered Name

The use of the Ecospecifier or GreenTag® mark or designs or any reference to the name Ecospecifier or GreenTag®, LCARate or GreenRate (except in the approved context of a current certified product used in accordance with the 'GreenTag® Rules for the Use of the Mark') is expressly prohibited. A selection of approved image files will be made available only to applicants for use in printed or digital promotional or packaging applications which pertain specifically to products certified as being in conformance with the GreenTag® Standard and for which a licence has been properly approved and executed. All other terms and conditions relating to the licence and marks shall be in accordance with the referenced documents above.

20.0 Licence Period

The 12 month licence and where relevant online listing exposure will begin from the date the certification is issued. While the technical certification is for a period of 3 years, the licence requires renewal at each 12 month anniversary.

21.0 Licence Renewals

Payment for each new anniversary is due 60 days before the end of each licence period. Payment for the first year in each new 3 year cycle is due 90 days from the anniversary. Additionally, all licence renewals require the GreenTag® renewal declaration form 'Re-declaration of Accuracy' to be completed and returned at the time of renewal fee payment. Based on Director declarations, GreenTag® reserves the right to modify the results of the certification and/or format of any online content or publication as a result of the information provided by the applicant.

21.01 Declarations: The following declarations are required to be provided by all GreenTag® applicants, annually on application for re-issue of the licence. The following declarations shall be provided to Ecospecifier by declaration from the licence holder signed and dated that:

21.01.1 Ecospecifier will be notified in writing if there is a significant change in the product, manufacturing procedures or product emissions compared to what was recognised upon issuance of the licence.

22.0 Special Discounts

Unless alternative written agreements are in place, any special introductory fees for Ecospecifier supplier services are only applicable for the first year. A discounted fee on the renewal of the service may be available but will be based on the price of the service at the time of renewal.

23.0 Disclosure of Product Volumes

For the purposes of calculating overall environmental benefit of the GreenTag® Scheme, the manufacturer agrees to provide approximate sales volumes to allow the calculation by Ecospecifier. These volumes will be aggregated and held confidentially by Ecospecifier and not disclosed externally in any identifiable or unique context or format that would allow individual identification of any product/s, manufacturer or volume/s.

24.0 Use of Manufacturer Trademarks

GreenTag® assessments will be published on Ecospecifier website/s. The GreenTag® scheme is based on Life Cycle Assessment (LCA) underpinned by LCADesign and LCADetail, software tools constructed around Building Information Modelling (BIM). Ecospecifier's publication of a GreenTag® powered version of the BIM software is intended in future and this agreement gives Ecospecifier permission to use the data, product name/s and if relevant trade mark/s on Ecospecifier's website/s and in the GreenTag® version/s of LCADesign when it comes to market. Note: this is a 'black box' product and no disclosure of confidential information is believed possible.



25.0 Assessment Program

GreenTag® reserves the right to upgrade and review the content of the GreenTag® Standard and/or assessment processes and impose any new conditions or standards at the beginning of each new 3 year period. Such upgrades to the standard will not be without the required notification, consultation and review periods as required by the GreenTag® Standard.

26.0 Signature

Agreed on Behalf of _____
(Company Name)

By _____
(Name)

Position _____
(Director, Principal or Secretary)

Date _____

Signature _____

Witness Name _____

Witness Address _____

Witness Signature _____

Date _____

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