

## ECOSPECIFIER GLOBAL GREENTAG STANDARD LICENCE AGREEMENT

This Agreement is made on ..... (Date) between

**Ecospecifier Pty Ltd Trading as ecospecifier global** is a company limited by guarantee incorporated in QLD having its office at 60 Burrai Street Morningside and which in this Agreement is hereinafter called "Ecospecifier" and

.....company/organisation, hereinafter called "the User" of

.....(Street Address)

.....(Suburb, State and Postcode)

Name of User Contact: ..... email of User Contact

Who is a duly authorised officer of the User.

### WHEREAS:

- A. ecospecifier is the owner of the GreenTag Standard , which is now used by ecospecifier in Australia, New Zealand and beyond to provide the Australian and New Zealand green building industry with a set of performance requirements for the rating of green built environment products with the aim of informing consumers and green built environment industry professionals about the eco-preferability of products assessed under the Standard and subsequently used by Certified Licensees to advertise, market and promote the Certified products.
- B. Ecospecifier wishes to maintain version control over issued Standards
- C. The User wishes to use the GreenTag Standard for the certification of relevant green built environment products;
- D. ecospecifier is willing to grant the User a licence to use the GreenTag Standard upon the terms set out in this Agreement.

### IT IS AGREED THAT:

1. Subject to this Agreement, ecospecifier grants to the User a licence to use the GreenTag Standard.
2. The User may use the GreenTag Standard only in relation to application to ecospecifier for product certification relevant to the Standard and for the period set out in clause 6.
3. In the event that the User wishes to have products tested or evaluated to the requirements of the GreenTag Standard, all such external testing shall be performed

by relevant third party NATA approved laboratories in accordance with the test protocols set out in the Standard;

4. The User shall use the GreenTag Standard only in a manner as authorised by ecospecifier in writing pursuant to clause B above;
5. The User shall not provide copies of GreenTag Standard to any party but may make copies for its internal use. A record of these copies shall be maintained by the User to ensure proper version control as the Standard is updated from time to time.

#### **Duration of Agreement**

6. 12 months from the date of this agreement;
7. The licence may be renewed for a further 12 months on expiry subject to the agreement of Ecospecifier and the User.

#### **Transfer of Licence**

8. The licence provided by this Agreement is not transferable to any other person or company.

#### **Breaches of Agreement by User**

9. ecospecifier may suspend or revoke the licence to use the GreenTag Standard in the event that:
  - a) ecospecifier becomes aware of any instance of improper use of the GreenTag Standard;
  - b) it appears to ecospecifier that the User is no longer of good repute;
  - c) the User becomes bankrupt, is made the subject of winding-up proceedings or it appears to ecospecifier that the User is no longer of good financial standing;
  - d) the User is otherwise in breach of this Agreement;
10. In the event that ecospecifier considers any of the grounds (a) to (d) of clause 9 herein apply and that the suspension, restriction or revocation of the licence provided by this Agreement may be warranted, ecospecifier shall first notify the user of its concerns in writing setting out the ground/s which it considers may apply and allow the users 14 days from receipt of that notice to take remedial action or otherwise redress ecospecifier's concerns.
11. Upon reissue of the GreenTag Standard the User shall deliver to ecospecifier all previously issued copies of the GreenTag Standard in the User's possession.

#### **Where Use of GreenTag Standard is Terminated**

12. Upon termination of this Agreement the User shall deliver to ecospecifier all copies of the GreenTag Standard in the User's possession.

#### **Notices**

13. Any notice or other communication by ecospecifier given or made under this Agreement shall be deemed to be duly given or made if posted in a pre-paid letter or receipt notified electronic communication by email addressed to the User at the address of the User shown herein or as subsequently notified by the User to ecospecifier.

**Disputes**

14. In the event of a dispute between ecospecifier and the User the dispute is to be referred to a third party acceptable to both ecospecifier and the User. In the event that Ecospecifier and the User cannot agree to a mutually acceptable arbitrator, an arbitrator shall be appointed by the President of the Institute of Arbitrators and Mediators Australia.

Signed for and on behalf of **ecospecifier global**

Name: **David Baggs**  
Chief Executive Officer  
ecospecifier Global  
PO Box 311  
Cannon **Hill**  
Queensland 4170 Australia

SIGNED for and on behalf of

.....(The User)

Signature:

.....(The Contact)

Name: .....

Address .....

.....

.....

Date: .....