



Singapore Green Building Product™

Singapore Green Building Council's Product Certification System

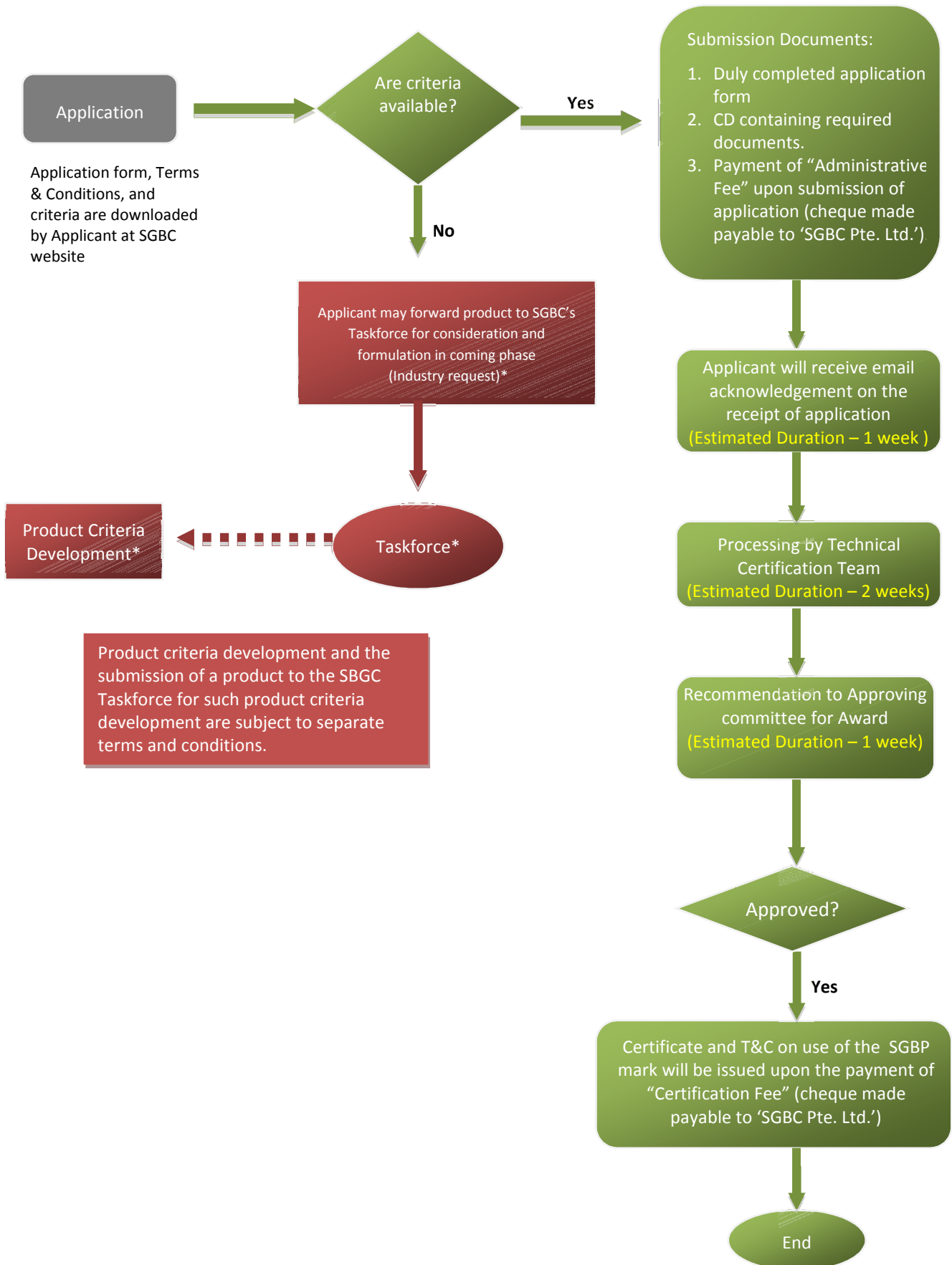
Singapore Green Building Product (SGBP) certification refers to certification under the green building product certification system developed and operated by the Singapore Green Building Council (SGBC).

Developed to complement the Singapore Building and Construction Authority's (BCA) Green Mark assessment scheme for green buildings, the SGBP certification system aims to provide a holistic and comprehensive certification approach. While the Green Mark scheme mainly assesses a building for its design and systems' sustainability during the construction and operational phases of a project; the SGBP assesses the passive and active building components and materials that go into a building for their life-cycle performance. The SGBP makes an important contribution in completing the total evaluation of a green building.

Following the general guidelines of ISO 14020, the SGBP's basket of evaluation criteria includes energy, water, and resource efficiency, pollution avoidance, carbon footprint and other green initiatives. In addition, the SGBP is designed so that it is particularly relevant to the tropical climatic conditions and urban setting of Singapore. The SGBP assesses products for 4 levels of sustainability achievement awarded in number of ticks, from 1 to 4 ticks. The designated descriptors for these four levels of sustainability achievement are "Certified" (1 tick), "Good" (2 ticks), "Excellent" (3 ticks) and "Leader" (4 ticks).

The SGBP is developed by consortia of experts taking into consideration the concerns and feedback of all stake holders including the consultants, manufacturers, authorities, test laboratories, academicians and relevant non-government organisations. The certification programme is implemented by the SGBC through SGBC Pte. Ltd. The assessment will be undertaken by a dedicated team under SGBC Pte. Ltd., with the support of an expert resource panel. The Board of the SGBC is the final certification authority for the SGBP.

Process and administration by SGBC Pte. Ltd. – SGBP Certification





Application for Singapore Green Building Product™ Certification

To: SGBC Pte. Ltd. – SGBP Secretariat
 Singapore Green Building Council
 11 Bishan Street 21 #04-04A
 Singapore 573943

Tel: 6634 5518 / Email: certification@sgbc.sg

1. Application Details

- The application form for Singapore Green Building Product (SGBP) certification, the list of products available for SGBP certification and the assessment guidelines may be obtained from the SGBC's website: www.sgbc.sg.
- The Applicant should read and understand the instructions given, and submit an application form fully completed with the information required in the assessment guidelines of each applicable product categories/ types.
- The Applicant's attention is particularly drawn to the attached terms and conditions of SGBP certification. In submitting an application for SGBP certification or certification renewal, the Applicant agrees to be bound by these terms and conditions.
- As a condition of certification, the Applicant must sign a User Agreement for the use and protection of the Singapore Green Building Product brand.
- The usual time frame for processing an application is estimated to be between three (3) and four (4) weeks, after the full application has been received and accepted by the SGBC for processing.

Type of Application		
Type	Please Tick	SGBP Reference
First Application for SGBP Certification		NA
Addition of Products to Existing SGBP Certification*		
Renewal for Existing SGBP Certification(s)		

**Note: Tick "Addition of Product(s) to Existing SGBP Certification" where the Applicant has one or more existing SGBP certified product(s) under the same product category and type, and that the current application is for a product in the same series.*

2. Applicant's Particulars

Date of Application	/ / (dd/mm/yyyy)
Company name	
Company address	
Company website	http://
Contact Person's name	
Contact Person's designation	
Contact Person's mobile	
Contact Person's email address	
Contact Person's fax no.	

3. Applicant's Declaration/ Undertaking

By signature and endorsement by company stamp, we (the Applicant) undertake to SGBC Pte. Ltd. that we shall be bound by the SGBP Terms & Conditions.

Signature on behalf of Applicant	
Name of Authorised Signatory	
Title of Authorised Signatory (must be CEO or an officer of equivalent rank)	
Company Stamp	
Date	/ / (dd/mm/yyyy)

4. Manufacturer Declaration/ Undertaking

We, the manufacturer of the product for which SGBP certification is sought under this application. With respect to this application for SGBP certification, we confirm that the information and data submitted by the Applicant are accurate, complete and up-to-date with respect to the product(s) submitted for certification.

Is the Applicant also the manufacturer of the product?	<input type="checkbox"/> Yes (Please leave this Section 4 blank) <input type="checkbox"/> No (Please complete this Section 4)
Manufacturer's name	
Manufacturer's address	
Manufacturer's website	http://
Contact Person's name	
Contact Person's designation	
Contact Person's mobile	
Contact Person's email address	
Contact Person's fax no.	
Signature on behalf of Manufacturer:	
Name of Authorised Signatory:	
Title of Authorised Signatory (must be CEO or an officer of equivalent rank)	
Company Stamp	
Date	/ / (dd/mm/yyyy)

5. Description(s) of Product for SGBP Certification

				FOR OFFICIAL USE	
Brand / Model		Product Category	Product Type	Admin Fee	Certification Fee
1					
2					
3					
4					
5					
			Total Fee		

6. Fee and Payment

- 1) The application fee consists of an administrative fee component and a certification fee component. Due to the complexity and the vast differences in building and construction products, we will need to review each application before being able to determine on the appropriate fees. Please do contact our staff for quotation.
- 2) The **administrative fee** is payable to SGBC Pte. Ltd. upon application submission. This fee does not include any fees payable to the testing organization(s) for product testing.
- 3) For successful product certification, the **certification fee** is payable prior to the collection of certificate. An official invoice for the certification fee will be sent to the applicant once the product has been approved for certification.
- 5) The certificate is valid for 2 years unless otherwise stated, and the certification will be subjected to review before renewal. The renewal application should be submitted **at least one (1) month** before the certification expiry date. Renewal applications will be valid only if there are no changes to the certified product. Otherwise, the application will be considered as an application for certification of another product. Do contact our staff on the renewal fee.
- 6) There will be an administrative fee of **S\$ 50/product** for the amendment and/or re-issuance of certificates (including new certificates upon certification renewal).
- 7) Please return the original certificate to SGBC upon the collection of the new certificate.
- 8) All payments shall be made by way of cheque payable to 'SGBC Pte. Ltd.'

For Official Use

Application Reference	
Product Reference	
Received Date	
Reviewed Date	
Approved Date	
Expiry Date	
Prepared by	
Others	



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Terms & Conditions

1. Glossary

The following words and expressions have the following meanings, unless they are inconsistent with the context:

“Agreement” means an agreement between SGBC Pte. Ltd. and an Applicant on these terms and conditions, as revised by SGBC Pte. Ltd. from time to time. The latest version of this Agreement is available from the Scheme Website.

“Applicant” means the person that has applied for SGBP Certification, or SGBP Certification Renewal, for a Product and, where a Product has received SGBP Certification, the person named in the SGBP Certificate for that Product.

“Assessors” means the SGBP Certification Advisory Board or any other persons authorised by SGBC Pte. Ltd. to carry out the SGBP Evaluation.

“Guidelines” means any and all guidelines, instructions and policies issued by SGBC Pte. Ltd. in relation to SGBP Evaluation and/or SGBP Certification.

“Product” means the product for which the SGBP Certification or SGBP Certification renewal is sought.

“Report” means the document stating the evaluation criteria, findings and results of the SGBP Evaluation.

“Scheme” means the Singapore Green Building Council's scheme for SGBP Certification.

“Scheme Website” means the web site at <http://www.sgbc.sg> or such other web site as SGBC Pte. Ltd. may designate from time to time.

“SGBC” means the Singapore Green Building Council.

“SGBC Pte. Ltd.” means the company registered in Singapore under company registration no. 201025079H, which has been appointed by the SGBC to implement the Scheme.

“SGBP” means Singapore Green Building Product.

“SGBP Certification” means the certification of a Product by SGBC Pte. Ltd. under the Scheme.

“SGBP Certificate” means the document issued by SGBC Pte. Ltd. to an Applicant in respect of a Product upon SGBP Certification of that Product.

“SGBP Evaluation” means the evaluation of a Product by SGBC Pte. Ltd. based on SGBP criteria set out by SGBC Pte. Ltd.

“SGBP IP” means the SGBP Marks and all documents and materials created or provided by SGBC Pte. Ltd. or obtained from SGBC Pte. Ltd.

“SGBP Marks” means all trade marks, acronyms, catchwords, logos, branding and designs owned by or licensed to SGBC and/or SGBC Pte. Ltd., and **“SGBP Mark”** means any of them.

“SGBC Parties” means SGBC Pte. Ltd., its directors, servants, agents, and employees, SGBC and the members of SGBC, and **“SGBC Party”** means any of them.

2. Applications under this Agreement

- 2.1 In submitting an application for SGBP Certification, the Applicant undertakes to be bound by this Agreement. SGBC Pte. Ltd. may revise the terms of this Agreement and any Guidelines from time to time. In continuing an application process or in continuing to enjoy SGBP Certification of Product(s), the Applicant signifies his agreement to be bound by such revised terms.
- 2.2 Making an application under this Agreement does not automatically entitle an Applicant to SGBP Evaluation, SGBP Certification or SGBP Certification renewal. SGBC Pte. Ltd. may accept or reject any application at its sole discretion and without liability to the Applicant or any other person.
- 2.3 Each application made by the Applicant under this Agreement shall be in the form prescribed by SGBC Pte. Ltd. The application shall be submitted in the manner prescribed by SGBC Pte. Ltd. and be accompanied by full payment of the requisite fees (if any) and all supporting information and documentation required by SGBC Pte. Ltd.
- 2.4 For the purposes of this Agreement, the date of an application for SGBP Certification or SGBP Certification renewal shall be the date that the application is received by SGBC Pte. Ltd. in compliance with Clause 2.3.
- 2.5 SGBC Pte. Ltd. may reject incomplete applications and applications with errors. Incomplete applications include without limitation applications that are not accompanied by full payment of the requisite fees.
- 2.6 Unsuccessful Applicants may re-apply by submitting a fresh application. Notwithstanding any previous applications, Clause 2.3 shall apply equally to such fresh applications. SGBP Certification renewal applications shall be filed within the limited timeframe set out in this Agreement.
- 2.7 The power to accept or reject any application, to revoke or suspend SGBP Certification or refuse the renewal of SGBP Certification shall vest solely in SGBC Pte. Ltd. and SGBC Pte. Ltd. shall be entitled to exercise its rights herein in its sole discretion without advance notice or liability to any person, without assigning any reasons for its decision.
- 2.8 SGBC Pte. Ltd. reserves the right to revise the SGBP Evaluation criteria from time to time as it may deem necessary. SGBC Pte. Ltd. will notify Applicants of any revisions that may affect ongoing SGBP Evaluations or already issued SGBP Certifications. In the event of such revisions to SGBP Evaluation criteria, SGBC Pte. Ltd. may require Applicants to take corrective action or to make such changes to the Products or otherwise in order to continue with SGBP

Evaluation or SGBP Certification. Applicants shall comply with such requirements within the time stipulated by SGBC Pte. Ltd.

3. SGBP Evaluation

- 3.1 Each Product for which an application for SGBP Certification is submitted by an Applicant shall undergo SGBP Evaluation.
- 3.2 SGBP Evaluation shall be carried out by SGBC Pte. Ltd. using the evaluation criteria applicable to the Product as at the date of the application.
- 3.3 The final decision on which evaluation criteria is applicable for SGBP Evaluation of a Product shall lie solely with SGBC Pte. Ltd.
- 3.4 Where an Applicant applies for the renewal of SGBP Certification, SGBC Pte. Ltd. shall carry out SGBP Evaluation on the Product using the evaluation criteria applicable as at the date of the renewal application. In the event that SGBC Pte. Ltd. becomes aware of any changes, or alleged changes, concerning the Applicant or Product that in SGBC Pte. Ltd.'s opinion affects or may affect an SGBP Certification in any way whatsoever, SGBC Pte. Ltd. may require the Applicant to submit the Product for SGBP Evaluation as a pre-requisite for maintenance of the SGBP Certification. If the Product does not comply with the applicable evaluation criteria, SGBC Pte. Ltd. reserves the right to revise the SGBP Certification, or require the Applicant to fulfill further conditions before SGBP Certification is renewed.
- 3.5 SGBC Pte. Ltd. may from time to time in its discretion revise the criteria for SGBP Evaluation. Upon such a revision, SGBC Pte. Ltd. may in its discretion:
 - 3.5.1 apply the revised criteria to SGBP Evaluations ongoing as at the date of revision; and
 - 3.5.2 with respect to a Product that already has SGBP Certification as at the date of the revision, require fresh SGBP Evaluation of the Product under the revised evaluation criteria, and where the Product does not comply with the revised criteria, revise the SGBP Certification, or require the Applicant to fulfill further conditions in order to maintain SGBP Certification.
- 3.6 SGBC Pte. Ltd. may require the Applicant to submit the Product to further assessments to verify the satisfactory fulfillment of any further conditions required of the Applicant pursuant to SGBP Evaluation, at the Applicant's expense.
- 3.7 The Applicant shall ensure that the Product complies at all times during the period of SGBP Certification with the relevant SGBP Evaluation criteria, through a scheme of inspection and testing and logging data.
- 3.8 SGBC Pte. Ltd. may require the Applicant to have tests carried out on the Product at a laboratory or institution approved by SGBC Pte. Ltd. annually or from time to time as required to ensure the Product remains in compliance with the applicable SGBP Evaluation criteria. Any cost and expenses incurred in respect of such tests shall be paid by the Applicant.
- 3.9 The Applicant acknowledges that there is a degree of subjectivity involved in the SGBP Evaluation which may result in different SGBP Evaluation outcomes for individual Products. All decisions by SGBC Pte. Ltd. in respect of SGBP Evaluation shall be final, conclusive and binding on the Applicant and shall not be subject to review, challenge or contest, save for manifest error. Such decisions include without limitation decisions on which evaluation criteria

is applicable to a Product and decisions on the outcome of any SGBP Evaluation. Save for the Report, which shall be in such form as SGBC Pte. Ltd. may prescribe from time to time, SGBC Pte. Ltd. is under no obligation to make available to the Applicant the detailed SGBP Evaluation scores or any other information or decisions pertaining to the SGBP Evaluation.

- 3.10 All test reports submitted by the Applicant for the purposes of SGBP Evaluation shall be issued by independent laboratories that have received ISO/IEC 17025 accreditation by the Singapore Accreditation Council (SAC) or its MRA (Mutual Recognition Arrangements) partners. Acceptance of these test reports shall be at the discretion of SGBC Pte. Ltd.

4. SGBP Certification and Renewal

- 4.1 An Applicant whose Product has undergone SGBP Evaluation shall be issued with an SGBP Certificate by SGBC Pte. Ltd. only where the following conditions are met:
- 4.1.1 SGBC Pte. Ltd. is satisfied that the Product complies with the applicable evaluation criteria. Without prejudice to the generality of the above, the environmental performance standards of the Product must meet the prevailing standard set by SGBC Pte. Ltd. as at the date of the application;
 - 4.1.2 The Applicant has made full payment of all requisite fees in respect of the application and does not owe SGBC Pte. Ltd. any other monies; and
 - 4.1.3 The Applicant has fully complied with all the terms of this Agreement and any other requirements and conditions of SGBC Pte. Ltd., to the satisfaction of SGBC Pte. Ltd.
- 4.2 All SGBP Certificates shall remain the property of SGBC Pte. Ltd. and must be surrendered to SGBC Pte. Ltd. upon request.
- 4.3 SGBP Certification shall be valid for an initial period of 2 years from the date of issuance, unless otherwise stated.
- 4.4 SGBP Certification may be renewed, provided the following conditions have been satisfied:
- 4.4.1 A renewal application is filed with SGBC Pte. Ltd. no later than 1 month prior to the expiry date of the then current term of SGBP Certification;
 - 4.4.2 The Product undergoes SGBP Evaluation and, subject to Clause 4.5, SGBC is satisfied that the Product complies with the applicable evaluation criteria as at the date of the renewal application. Without prejudice to the generality of the above, the environmental performance standards of the Product must meet the prevailing standard set by SGBC Pte. Ltd. as at the date of the renewal application;
 - 4.4.3 The Applicant has fully complied with all the terms of this Agreement and any other requirements and conditions of SGBC Pte. Ltd., to the satisfaction of SGBC Pte. Ltd.;
 - 4.4.4 There is no reason that would entitle SGBC Pte. Ltd. to terminate or suspend the SGBP Certification; and
 - 4.4.5 The Applicant has made full payment of all requisite fees in respect of the application and does not owe SGBC Pte. Ltd. any other monies.

- 4.5 Notwithstanding any non-compliance with Clause 4.4.2, SGBC Pte. Ltd. may nevertheless renew the SGBP Certification with revisions and/or upon the Applicant's fulfillment of any further conditions specified by SGBC Pte. Ltd. in its sole discretion.
- 4.6 Upon renewal of SGBP Certification for a Product, SGBC Pte. Ltd. shall issue a fresh SGBP Certificate to the Applicant.

5. Limitation of Liability

- 5.1 The Applicant acknowledges that:
- 5.1.1 SGBP Certification is limited only to those aspects of a Product which have undergone SGBP Evaluation;
 - 5.1.2 SGBP Evaluation is conducted in accordance with evaluation criteria published as at the date of the application;
 - 5.1.3 In conducting SGBP Evaluation, SGBC Pte. Ltd. is entitled to rely on test results issued by independent third party testing laboratories without itself conducting any independent testing or inspection of the Product;
 - 5.1.4 The SGBP Certification is not a guarantee by SGBC Pte. Ltd. or any other person that all units of the Product will at all times comply with the applicable SGBP Evaluation criteria or any revisions of such criteria. SGBP Certification and the SGBP Certificate merely signify that SGBC Pte. Ltd. is satisfied that the Product, identified and described in information, documents and materials provided by the Applicant or shown to SGBC Pte. Ltd. by the Applicant, met the SGBP Evaluation criteria applicable at the date of the application for SGBP Certification or SGBP Certification renewal, as the case may be;
 - 5.1.5 The current certification status of the Product shall be as stated on the Scheme Website. In the event of any inconsistency between an SGBP Certificate for a Product and the information about the SGBP Certification of that Product on the Scheme Website, the information on the Scheme Website shall prevail;
 - 5.1.6 SGBP Evaluation and SGBP Certification do not absolve the Applicant from any responsibility to comply with applicable legal and statutory requirements; and
 - 5.1.7 SGBP Certification shall not be construed as a representation by SGBC Pte. Ltd. or any other person in any way of the value or worth of the Product or as a recommendation by SGBC Pte. Ltd. or any other person to buy, sell or otherwise deal with the Product.
- 5.2 No SGBC Party shall be liable for any damage to the Product and/or any other property provided by the Applicant for the purpose of SGBP Evaluation.
- 5.3 The Applicant applies for SGBP Evaluation and receives and makes use of SGBP Certification at the Applicant's own risk. No SGBC Party shall be liable (whether under the express or implied terms of this Agreement, at common law or in any other way) to the Applicant, the owner or manufacturer of the Product or to any other persons for any loss, damage or injury of whatever nature arising out of or in connection with any act, neglect, omission or default on the part of an SGBC Party, or any information or opinion given or expressed by an SGBC Party, whether in the SGBP Certificate, the Report or elsewhere or from any other causes or acts.

- 5.4 Without prejudice to the generality of the above, the SGBC Parties shall not be liable for any direct, indirect, special, consequential loss or damage including without limitation loss of profits and loss of business opportunities arising out of or in connection with any act, neglect, omission or default on the part of an SGBC Party, or any information or opinion given or expressed by an SGBC Party, whether in the SGBP Certificate, the Report or elsewhere or from any other causes or acts.
- 5.5 The Applicant shall fully indemnify, defend and hold harmless the SGBC Parties from and against any loss, damage, costs or expense (including legal costs on an indemnity basis), arising out of or in connection with any claim, demand, action or proceeding is made or commenced against any of the SGBC Parties by the any person(s) in relation to:
- 5.5.1 the SGBP Evaluation, the SGBP Certification or any information or opinion given or expressed therein or elsewhere in relation thereto by SGBC Pte. Ltd., or any sale, purchase or use of or other dealings with the Product;
 - 5.5.2 any breach or alleged breach of any of the Applicant's representations and warranties under this Agreement;
 - 5.5.3 any breach by the Applicant of the Applicant's obligations under this Agreement;
 - 5.5.4 the conduct of any activities by the Applicant pursuant to this Agreement and/or the Applicant's use of the SGBP Certification and SGBP IP; or
 - 5.5.5 any dispute between the Applicant and any third party arising out of or in connection with any matter set out in this Clause 5.5.

6. Fee

- 6.1 The fees payable for applications for SGBP Certification and SGBP Certification renewal shall be according to the fee structure specified by SGBC Pte. Ltd. from time to time.
- 6.2 Payment of all fees must be by way of a cashier's order or an "account payee only" cheque made payable to "SGBC Pte. Ltd."
- 6.3 The fees paid by the Applicant in respect of an application for SGBP Certification are refundable in the event that the Applicant withdraws the application before the commencement of the SGBP Evaluation, save that the administrative fee levied by SGBC Pte. Ltd will not be refundable. No fees shall be refunded after the commencement of SGBP Evaluation, except at the discretion of SGBC Pte. Ltd.
- 6.4 SGBC Pte. Ltd. reserves the right to revise the fee structure from time to time. The revised fee structure will only apply to Applicants who submit applications following the effective date of the fee revision.
- 6.5 SGBC Pte. Ltd.'s computation of any fees payable under this Agreement shall be final and conclusive and binding on the Applicant.
- 6.6 The fees are not inclusive of any taxes, duties or other government impositions, which if levied, shall be borne by the Applicant.

- 6.7 All payments to be made by the Applicant to SGBC Pte. Ltd. under this Agreement shall be made without any demand, set-off, counter-claim or deduction whatsoever, free and clear of and without any deduction or withholding on account of any tax, duty or other imposition that may be levied by any government from time to time, except to the extent required by law
- 6.8 All unpaid amounts due from the Applicant under this Agreement shall bear interest until they are finally paid at the rate of five percent (5%), calculated on a monthly basis. The Applicant shall bear all costs, charges and expenses directly or indirectly incurred by SGBC Pte. Ltd. in obtaining or otherwise enforcing payment. The time for payment of any sums due to SGBC Pte. Ltd. under this Agreement shall be of the essence.

7. Rights and Duties of Applicant

- 7.1 The Applicant shall make available to SGBC Pte. Ltd. the Product, all documents detailing the environment-friendly features of the Product and all relevant and necessary documents and materials of any other nature concerning the Product, as are necessary to enable SGBC Pte. Ltd. to conduct SGBP Evaluation, or otherwise determine whether an ongoing SGBP Evaluation or an SGBP Certification is affected in any way whatsoever.
- 7.2 The Applicant shall render his full cooperation to SGBC Pte. Ltd. and its Assessors in the performance of the SGBP Evaluation, including without limitation in the following ways:
- 7.1.1 the Applicant shall comply with all requirements, procedures, directions and requests of SGBC Pte. Ltd.;
 - 7.1.2 the Applicant shall procure the cooperation of its employees, agents and servants in complying with the requirements, procedures, directions and requests of SGBC Pte. Ltd.;
 - 7.1.3 the Applicant shall not in any way interfere, hinder or seek to influence the conduct and/or outcome of the SGBP Evaluation; and
 - 7.1.4 the Applicant shall attend such meetings or sessions with SGBC Pte. Ltd. as SGBC Pte. Ltd. may require from time to time.
- 7.3 The Applicant shall appoint one of its staff members as a co-ordinator to liaise with SGBC Pte. Ltd. for the duration of the SGBP Evaluation. The co-ordinator shall have the qualifications and experience necessary to communicate meaningfully with SGBC Pte. Ltd. on all matters relating to the Product and the SGBP Evaluation. Any change of co-ordinator shall be subject to SGBC Pte. Ltd.'s prior written approval.
- 7.4 The Applicant shall arrange for the co-ordinator and relevant personnel to assist in the SGBP Evaluation.
- 7.5 The Applicant shall comply with all applicable laws and obtain and maintain all licences, consents, permits, approvals, waivers and authorisations necessary in relation to the Product and the performance of the Applicant's obligations under this Agreement.
- 7.6 The Applicant shall ensure that no SGBP Certificate or Report or any part thereof is used, and no representation is made by or with the consent of the Applicant, in a manner inconsistent with the terms of Clause 5.1 or otherwise in an unlawful, fraudulent or misleading manner. Without prejudice to the generality of the foregoing, the Applicant shall:

- 7.6.1 Ensure that any Product that the Applicant represents to any third party to have SGBP Certification remains fully compliant with the applicable SGBP Evaluation criteria for the period of that SGBP Certification;
- 7.6.2 Comply with all Guidelines relating to the use of SGBP IP; and
- 7.6.3 Comply with the Singapore Code of Advertising Practice, currently issued by the Advertising Standards Authority of Singapore (ASAS).
- 7.7 The Applicant shall not make any representation that the Product is in any way guaranteed by SGBC Pte. Ltd. or that the Applicant is empowered to give guarantees on behalf of SGBC Pte. Ltd.
- 7.8 The Applicant shall ensure that all information, documents and materials it provides about itself and the Product are true, accurate and complete and promptly provide updates as and when necessary. Without prejudice to the generality of the above:
 - 7.8.1 The Applicant shall notify SGBC Pte. Ltd., in writing, at least 7 days in advance, of any changes to the Product, including without limitation to any features of the Product and the manufacture of the Product, that would in any way affect an ongoing SGBP Evaluation or an SGBP Certification;
 - 7.8.2 The Applicant shall immediately notify SGBC Pte. Ltd. in writing if the Applicant discovers that the Product may present any risk whatsoever, whether or not disclosed or known at the time of the application for SGBP Certification, to the health or safety of individuals or to the preservation of the environment. The Applicant shall provide such details of the risk posed as SGBC Pte. Ltd. may reasonably require, at no cost to SGBC Pte. Ltd.; and
 - 7.8.3 The Applicant shall notify SGBC in writing of any new factory which produces or utilizes a Product for which SGBP Certification has been granted, of any change in the name or address of the Applicant, and of any change made to an existing factory that produces or utilizes a Product for which SGBP Certification has been granted, all within 7 days of the effective date of the change.
- 7.9 The Applicant will not commit any act or make any statement or allow any of its staff, contractors or representatives to commit any act or make any statement or behave in a manner that damages or is likely to damage or bring into disrepute the name and reputation of any SGBC Parties or the Scheme.
- 7.10 SGBC Pte. Ltd. shall have authority to communicate with the Applicant's contractors and customers concerning their complaints about or disputes with the Applicant. The Applicant shall provide SGBC Pte. Ltd. with such particulars as SGBC Pte. Ltd. shall reasonably require and provide such reasonable assistance as may be necessary for this purpose. The Applicant shall submit to any procedure implemented by or for SGBC Pte. Ltd. from time to time for the resolution of disputes between Applicants and their contractors or customers.
- 7.11 The Applicant shall not purchase materials, perform services or incur costs chargeable to any SGBC Party or in any way pledge the credit of any SGBC Party without prior written consent of the SGBC Party.
- 7.12 If requested by SGBC Pte. Ltd. from time to time, the Applicant shall participate at its own expense in surveys or other research, fact-finding or information sharing initiatives relating to

the certification of green building products. SGBC Pte. Ltd. and SGBC may use and allow other parties to use the data provide by Applicants for analysis and research purposes.

8. Applicant's Warranties

- 8.1 The Applicant warrants, represents and undertakes to SGBC Pte. Ltd. as follows:
- 8.1.1 The Applicant has the right, power and authority to apply for and receive SGBP Certification for the Product and to fully perform all its obligations under this Agreement;
 - 8.1.2 The Applicant shall promptly provide the SGBC Pte. Ltd. with such information, documents and other materials as SGBC Pte. Ltd. may require from time to time in connection with SGBP Evaluation or SGBP Certification; and
 - 8.1.3 All information and documents provided by the Applicant to SGBC Pte. Ltd. are true, accurate and complete to the best of the Applicant's knowledge, and the Applicant has not wilfully suppressed any material facts.

9. Rights of SGBC Pte. Ltd.

- 9.1 SGBC Pte. Ltd. reserves the right to maintain a register of Applicants, setting out the details of Applicants and Products, and the details and status of SGBP Evaluations and SGBP Certifications, including without limitation results of the SGBP Evaluations and SGBP Certifications that have been terminated by SGBC Pte. Ltd. SGBC Pte. Ltd. shall be entitled to make the register available to the public.
- 9.2 SGBC Pte. Ltd. reserves the right to publish statistical and/or other information in relation to Products. SGBC Pte. Ltd. reserves the right to use any information, documents and materials provided by the Applicant (including but not limiting to photographs and presentation slides) for the purposes of maintaining the register referred to above in Clause 9.1 and for the purposes of publicity and promotion of the Scheme.
- 9.3 SGBC Pte. Ltd. reserves the right to, at any time without notice in the course of SGBP Evaluation or during the period of SGBP Certification, perform inspections of the Applicant's Product, place of business and the factory or factories at which the Product or any part thereof is, or is proposed to be, designed, manufactured, processed, tested or stored. Any cost and expenses incurred in relation to such inspections shall be paid by the Applicant. The Applicant shall ensure that the Assessors are granted, at all times, during normal business hours, without any advanced notice, free and immediate access to any of these premises and that the Assessors shall receive the full cooperation of the Applicant and (if applicable) the owners and occupiers of such premises to facilitate the inspection.
- 9.4 The Applicant shall provide to the Assessors reasonable quantities of samples of the Product, raw materials, components, manufacturing wastes, or any other materials associated with Products for which SGBP Certification is sought, as required from time to time by SGBC Pte. Ltd., for examination and testing purposes. Such samples will be returned at the Applicant's cost and expense, if required by the Applicant. The SGBC Parties shall not be responsible or liable for the state of condition of such samples upon return to the Applicant.

10. SGBP IP

- 10.1. The Applicant acknowledges that the entire right, title and interest (including without limitation intellectual property rights) in and to the SGBP IP belong solely to SGBC Pte. Ltd. and/or its licensor(s). The Applicant shall not challenge their validity or SGBC Pte. Ltd.'s ownership of or right to the SGBP IP. The Applicant is not licensed hereunder to use any SGBP IP for any purpose whatsoever, and nothing in this Agreement shall be deemed to grant an Applicant any right, title or interest in or to the SGBP IP.
- 10.2 As a pre-requisite to SGBP Certification, the Applicant shall enter into a separate written agreement with SGBC Pte. Ltd. for the use of the SGBP Mark(s), in the form set out in Schedule 1, or as otherwise prescribed by SGBC Pte. Ltd.

11. Termination or Suspension

- 11.1 SGBC Pte. Ltd. reserves the right to terminate this Agreement, or terminate or suspend any ongoing SGBP Evaluation and any SGBP Certification, forthwith upon notice in writing to the Applicant in the event that:
 - 11.1.1 the Applicant has not paid any sums due to SGBC Pte. Ltd. within the time specified;
 - 11.1.2 the Product does not meet, or no longer meets, conditions set out in this Agreement for SGBP Certification;
 - 11.1.3 the Applicant has failed to comply with any of the terms and conditions specified in this Agreement or any requirements or further conditions specified by SGBC Pte. Ltd. pursuant to this Agreement;
 - 11.1.4 the Applicant is in breach of any of its representations, warranties or undertakings under this Agreement;
 - 11.1.5 in SGBC Pte. Ltd.'s sole opinion, the Product, defects in the Product, or the use of the Product poses a risk to the environment, health or safety; or
 - 11.1.6 any person making or selling the Product recalls, or requests the return of, the Product on the basis of defects or a risk posed to the environment, health or safety.
- 11.2 SGBC Pte. Ltd. reserves the right to terminate this Agreement, or terminate or suspend any ongoing SGBP Evaluation and any SGBP Certification, upon at least 7 days' notice in writing to the Applicant in the event that:
 - 11.2.1 there is a change in the Applicant's ownership, shareholding, partners or management which in SGBC Pte. Ltd.'s opinion would affect the Applicant's current management or autonomy; or
 - 11.2.2 the Applicant ceases or threatens to cease to carry on business, or ceases to exist or is dissolved, liquidated or wound up, voluntarily or compulsorily or by order, or makes any offer of composition or compromise with its creditors, or is or has become insolvent or if distress or execution is levied on its goods or property, or if a receiver, manager (judicial or otherwise), trustee or similar officer is appointed in respect of the whole or any part of its assets or business.
- 11.3 This Agreement or any SGBP Certification(s) may be terminated by SGBC Pte. Ltd. or the Applicant at any time upon at least 3 months' notice in writing to the other party.

- 11.4 In the event of any termination or suspension of this Agreement, all monies owing by the Applicant to SGBC Pte. Ltd. under this Agreement shall immediately become due, and no monies paid by the Applicant to SGBC Pte. Ltd. under this Agreement shall be refunded.
- 11.5 Upon the expiry or termination of this Agreement, all SGBP Certification(s) obtained by the Applicant shall be deemed likewise expired or terminated. Upon the termination or expiry of any SGBP Certification for any reason whatsoever, the Applicant shall:
- 11.5.1 immediately cease the use of the SGBP Mark(s) associated with the expired or terminated SGBP Certification;
 - 11.5.2 immediately cease to hold the Product out as having been granted SGBP Certification and, if SGBC Pte. Ltd. so requires, take the necessary steps to have the SGBP Marks on such Products removed; and
 - 11.5.3 within 7 days, return to SGBC Pte. Ltd. all documents and other materials provided by SGBC Pte. Ltd. pursuant to this Agreement, including but not limited to the SGBP Certificate and all labels and decals bearing the SGBP Marks, or destroy the same if directed by SGBC Pte. Ltd.
- 11.6 In the event of a suspension of any SGBP Certification under this Clause 11, the Applicant shall comply with the requirements set out in Clause 11.5.1 and 11.5.2, until and unless notified by SGBC Pte. Ltd. in writing that the suspension has been lifted.
- 11.7 Upon the occurrence of any of the events set out in Clause 11.1, SGBC Pte. Ltd. may in its sole discretion, prior to exercising its right to terminate or suspend under Clause 11.1, give the Applicant a grace period of no less than 14 days to take such corrective action as SGBC Pte. Ltd. may specify in order to avoid termination or suspension. SGBC Pte. Ltd. may require the Applicant to provide a plan detailing the corrective action which will be taken by the Applicant. The acceptability of such plan is a matter solely within the discretion of SGBC Pte. Ltd. Nothing in this Clause shall be construed as a waiver of SGBC Pte. Ltd.'s right to terminate or suspend SGBP Evaluation or SGBP Certification if SGBC Pte. Ltd. is for any reason not satisfied with the Applicant's plan or the Applicant's implementation of the corrective actions.
- 11.8 The termination or expiry of this Agreement or of any SGBP Certification is without prejudice to the rights of SGBC Pte. Ltd. against the Applicant subsisting at the date of expiry or termination and without prejudice to any provision of this Agreement which by operation of law survives or is specifically stated to survive such expiry or termination. Without prejudice to the foregoing, Clauses 5 (Limitation of Liability), 8 (Applicant's Warranties) and 10 (SGBP IP) shall survive such expiry or termination.

12. Force Majeure

Neither party to this Agreement shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by causes beyond its reasonable control, including, but not limited to, fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, Act of Parliament, acts of public enemies, strikes or other labour disturbances, but the inability to meet financial obligations is expressly excluded. The affected party shall resume its obligations as soon as the event occasioning the delay or failure ceases or abates.

13. General

- 13.1 This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, oral or in writing. Any amendment of this Agreement sought by the Applicant shall not be effective unless it is made in writing and signed by the duly authorised representatives of both Applicant and SGBC Pte. Ltd.
- 13.2 The Applicant shall not assign or transfer this Agreement, any SGBP Certification or any rights granted under this Agreement, nor shall the Applicant sub-contract or delegate any duty or obligation under this Agreement to any third party, except with the prior written consent of SGBC Pte. Ltd. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors, administrators, heirs, executors and personal representatives.
- 13.3 Any notice or communication to be given by SGBC Pte. Ltd. to the Applicant under this Agreement shall be in writing and shall be deemed to be served on the Applicant if sent by post in a pre-paid letter addressed to the Applicant at the address as provided by the Applicant in its application for SGBP Certification or as otherwise notified by the Applicant to SGBC Pte. Ltd. in writing, including without limitation in subsequent applications made by the Applicant under this Agreement.
- 13.4 The failure of SGBC Pte. Ltd. to insist upon strict compliance with any term of this Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term.
- 13.5 Nothing in this Agreement creates a joint venture, partnership, relationship of employment or agency between the parties. Neither party has authority to contract on behalf of or bind the other.
- 13.6 The rights and remedies under this Agreement are cumulative and not exclusive of any other right or remedy provided by law or equity.
- 13.7 Any person who or which is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of the terms and conditions herein.
- 13.8 If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.
- 13.9 This Agreement shall be governed by the laws of the Republic of Singapore. The parties submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.
- 13.10 In this Agreement, words denoting one gender include any other gender; words denoting the singular include the plural, and *vice versa*; words denoting a person include bodies corporate, unincorporated associations and partnerships, and *vice versa*, and also their respective heirs, personal representatives, successors in title or permitted assigns; a reference to law includes references to any statute, act, regulation, rule, subordinate legislation, by-law, judgment and rule of common law or equity as revised, amended, supplemented or re-enacted from time to time; and unless otherwise specified, a reference to "Singapore Dollar", "SGD", "S\$", "dollar, or "\$" is a reference to the lawful currency of the Republic of Singapore. The headings in this Agreement are inserted for convenience of reference and do not affect the interpretation of this Agreement.

Schedule 1. Template User Agreement

(Sample Text - For Reference Only)

USER AGREEMENT

Reference Number: _____

THIS USER AGREEMENT is made the day of _____, BETWEEN SGBC PTE. LTD. of the one part and _____ (the "**Applicant**") of the other part.

WHEREAS

(1) SGBC Pte. Ltd. is the certifying authority for the Singapore Green Building Council's scheme for Singapore Green Building Product (SGBP) Certification (the "**Scheme**").

(2) The Applicant has requested for SGBP Certification from SGBC Pte. Ltd. of the Product (set out in the Schedule) and has agreed to be bound by the terms and conditions of the Scheme, as prescribed by SGBC Pte. Ltd. (the "**Agreement**").

(3) The parties now wish to enter into this User Agreement to set out the terms of the Applicant's use of the SGBP Mark set out in the Schedule hereto.

NOW IT IS AGREED as follows:

1. Subject to the terms of the Agreement, SGBC Pte. Ltd. grants to the Applicant the right to use the SGBP Mark set out in the Schedule hereto in respect of the Product for a term commencing on the date of issue of the SGBP Certificate for the Product and expiring upon the expiry or earlier termination or revision of the SGBP Certification.
2. The Applicant shall use the SGBP Mark set out in the Schedule solely to identify the nature and extent of the Product Certification issued by SGBC Pte. Ltd. to the Applicant for the Product. In using the SGBP Mark, the Applicant shall comply with the Guidelines set out in the Appendix to this Agreement or as otherwise specified by SGBC Pte. Ltd. from time to time. The Applicant shall immediately discontinue the use of the SGBP Mark and/or return or destroy all materials bearing SGBP mark, if instructed by SGBC Pte. Ltd. to do so.
3. All goodwill generated by the Applicant's use of the SGBP Mark shall accrue to SGBC Pte. Ltd.
4. SGBC Pte. Ltd. makes no warranties or representations whatsoever in relation to the SGBP Mark. The Applicant uses the SGBP Mark at its own risk. The Applicant shall not have any claim against any of the SGBC Parties for any damages, loss, expenses or costs in the event that SGBP Mark or any part of it infringes or is alleged to infringe the rights of any third party.
5. SGBC Pte. Ltd. shall have control of all proceedings in any court of law or tribunal in respect of any infringement of the SGBP Mark. If SGBC Pte. Ltd. wishes to bring or defend any such proceedings, the Applicant shall, at SGBC Pte. Ltd.'s request and expense, render such assistance as SGBC Pte. Ltd. may request in relation to such proceedings.
6. Nothing in this Agreement shall be deemed to grant the Applicant any right, title or interest in and to any SGBP Mark other than the SGBP Mark set out in the Schedule hereto.

7. All words and expressions used in this User Agreement and not otherwise defined herein shall have the meanings set out in the Agreement.
8. This User Agreement constitutes the entire agreement between the parties on the SGBP Mark. Any amendment shall not be effective unless made in writing and signed by the duly authorised representatives of both parties. The Applicant shall not assign or transfer this User Agreement or any rights herein, or sub-contract or delegate any duty or obligation hereunder, except with the prior written consent of SGBC Pte. Ltd. Any person or party who or which is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of the terms and conditions herein.
9. This Agreement shall be governed by the laws of the Republic of Singapore. The parties submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

SCHEDULE

Product:	SGBP Mark:
Brand:	
Model:	

IN WITNESS WHEREOF the parties hereto have executed this User Agreement on the date first above written.

For and on behalf of SGBC Pte. Ltd.: _____ (Signature)

Signatory Name & Title: _____ Date: _____

For and on behalf of the Applicant: _____ (Signature)

Signatory Name & Title: _____ Date: _____

Appendix to User Agreement. Guidelines for SGBP Marks

1. These Guidelines govern the use of SGBP Marks.
2. In these Guidelines:

“**SGBP Marks**” means all trade marks, acronyms, catchwords, logos, branding and designs owned by or licensed to SGBC Pte. Ltd. and “**SGBP Mark**” means any of them.

“**SGBC Parties**” means SGBC Pte. Ltd., its directors, servants, agents, and employees, the Singapore Green Building Council (SGBC) and the members of SGBC, and “**SGBC Party**” means any of them.
3. No SGBP Marks shall be used by any person or entity without prior written authorisation from SGBC Pte. Ltd.
4. SGBC Pte. Ltd. will provide to each person or entity authorised to use any SGBP Marks (an “**Authorised User**”) with the relevant logo artwork files. Only the artwork files provided by SGBC Pte. Ltd. shall be used by the Authorised User. Images captured from websites, publications, and other sources shall not be used.
5. The manner of use of any SGBP Marks by Authorised Users is subject to the prior approval of SGBC Pte. Ltd. The Authorised User shall submit samples of all items that are to bear or depict any SGBP Mark to SGBC Pte. Ltd. for inspection and prior approval. The Authorised User shall make such changes to these items as SGBC Pte. Ltd. may require.
6. An Authorised User shall use the SGBP Mark only for such purpose(s) as SGBC Pte. Ltd. may specify or approve in writing (the “**Authorised Purpose(s)**”). The SGBP Mark shall not be used as part of a company’s or business’s name, logo, domain name, or brand name for a product or service.
7. The SGBP Mark shall not be the most prominent visual element in any materials or items that bear or depict it. The Authorised User’s name and logo must appear on the same materials or items and must be significantly larger than the SGBP Mark.
8. The SGBP Mark shall not be used to indicate any kind of endorsement by any SGBC Party of any goods or services, to indicate that any official status for any goods or services has been conferred by any SGBC Party, to indicate that any goods or services are otherwise associated with any SGBC Party in any manner, or to indicate any kind of relationship with any SGBC Party, except to the extent consistent with the Authorised Purpose(s).
9. The SGBP Mark shall not be used on name cards, email signatures, office or shopfront signage and official documents, including without limitation letterheads, stationery, quotations, orders, sales contracts and invoices.
10. The SGBP Mark shall not be used in connection with any disparaging statement about any SGBC Party, or any statement that may otherwise reflect poorly on any SGBC Party.
11. The SGBP Mark shall not be altered or distorted in any way, including without limitation by making changes to the proportion, color, element or typeface. The SGBP Mark shall not be animated or morphed with other elements. The SGBP Mark, including any associated wording, shall not be wrapped around by additional text or designs. A non-exhaustive list of unacceptable uses of the SGBP Mark is set out below:

- a. A distorted or warped image of the SGBP Mark;
 - b. Use of an SGBP Mark as a watermarked or any other design that appears 'ghosted' behind text or images;
 - c. Use of effects that distorts edge crispness of the SGBP Mark; and
 - d. Use of wrapping text around the SGBP Mark.
12. To ensure legibility and clarity of the SGBP Mark, the following minimum size requirements must be followed:
- a. The SGBP Mark shall not be reduced by more than 20% of the original print size and may not be enlarged by more than 380% of the original print size.
 - b. On web pages, an SGBP Mark shall not be reduced to less than a height of 50-pixels, and may not be enlarged to a height of more than 1,200 pixels. The height and width of the SGBP mark must remain in its original proportions.
 - c. On printed material, a provided EPS (Encapsulated PostScript) should be used to ensure that the image of the SGBP Mark retains clarity. Lower-resolution, Web-optimized JPEG or gif files should be used when placing the SGBP Mark on a website. Improper usage of an SGBP Mark, however minute, will reduce the overall impact of the brand Identity conveyed by the SGBP Mark. To ensure consistency in usage, the SGBP Mark must always be reproduced from the master artwork which is provided by SGBC Pte. Ltd.
 - d. In the event the available space is very limited, the minimum height of the SGBP Mark should be 10mm. Authorised Users must only use the soft copy of the logo artwork that is provided by SGBC Pte. Ltd.
13. The use of the full colour version of the SGBP Mark is recommended wherever possible. The brand colours will be advised by SGBC Pte. Ltd. from time to time. Variations in shades and density of the printed colours are allowed with prior written approval of SGBC Pte. Ltd., if the material used for the production of the SGBP Mark cannot reflect the exact brand colours. To ensure accurate reproduction of the brand colours, it is important that the printed colour of collaterals match the brand colour guide provided by SGBC Pte. Ltd.
14. SGBC Pte. Ltd. recommends placing the full colour version of the SGBP Mark on a white or light colour background so as to ensure maximum clarity and legibility.
15. The colour(s) for SGBP Marks are:

CMYK Colour Chart



16. Where the Authorised User has been given an identification or reference number by SGBC Pte. Ltd., the Authorised User shall print the certificate number below or on the right side of the SGBP Mark when in use, as shown in the figures given as examples below:



SGBP XXXX-XXX

Figure 1



Figure 2