



COOPERATION AGREEMENT relating to the KEYMARK

between

CEN
European Committee for Standardization

and

VDI
Verein Deutscher Ingenieure
(Association of German Engineers)

Al.

286

The European Committee for Standardization,
with registered office in Avenue Marnix 17, 1000 Brussels, Belgium,
hereinafter referred to as **CEN**,
represented for the purpose of signing this Agreement by Mrs Elena Santiago Cid,
Director General, on the one part,

and

the **Verein Deutscher Ingenieure** (Association of German Engineers),
with registered office in VDI-Platz 1, 40468 Düsseldorf, Germany,
hereinafter referred to as **VDI**,
represented for the purpose of signing this Agreement by Dr Willi Fuchs, Director, on
the other part,

hereinafter referred to as "the Party" or collectively as "the Parties",

recognizing that:

- I. CEN offers a certification system for manufacturers and suppliers to demonstrate compliance of their products with European Standards by using a European mark of conformity to European Standards, called the "Keymark";
- II. VDI offers a certification system for manufacturers and suppliers based on Technical Rules including the European Standards for thermal insulation products for building equipment and industrial installations, which has been applied for many years and requires a high quality level for these products in the European market.
The scheme rules for the VDI-mark are maintained by the VDI-AG "Quality Assurance". The VDI-AG "Quality Assurance" uses an acknowledged certification body on the basis of a contract for the execution of its resolutions and for organisational support;
- III. CEN and VDI wish to co-operate in the framework of product certification for thermal insulation products for building equipment and industrial installations on the basis of European Standards.

have agreed as follows:

1. Scope of this Agreement

This agreement aims at ensuring that manufacturers and suppliers who have obtained a licence to affix the Keymark or VDI-mark on their products can also obtain a licence to affix the other mark, without any additional inspection, sampling or testing.

2. Implementation & coordination arrangements

2.1 The Parties agree that this Agreement is not intended to alter the Parties' rules. Consequently, they acknowledge that:

- the existing system of rules of CEN for the Keymark remain unchanged,
- the existing system of rules of VDI for the VDI-mark remain unchanged.

2.2 Each Party shall apply its own scheme, but both schemes shall be technically identical.

2.3 Each Party, in his capacity as "Scheme Owner", is entitled to make any change in its scheme. However, prior to doing so, the Party shall seek the consensus of the other Party. When consensus is reached on a change, both Parties shall engage to make simultaneous changes on their respective schemes.

2.4 The Parties shall ensure that their procedures leading to the right of a certification body to issue their marks remain equal. No procedure shall be altered without the consent of the other Party.

2.5 With reference to Art. 2.4, the Parties agree that accreditation on the basis of EN 45011 shall remain a pre-requisite for a certification body to be eligible for both the empowerment by CEN for the Keymark and for the authorization by VDI for the VDI-mark.

2.6 The Parties agree that no mandatory link between the Keymark and the VDI mark is to be considered under this Agreement. Consequently, the Parties agree to propose manufacturers and suppliers the choice to apply for one mark only or for both marks simultaneously.

2.7 The Parties agree to set up a joint CEN-VDI "Quality Assurance Committee" that shall coordinate the implementation of this Agreement and the maintenance of the two schemes by providing recommendations to both Parties. Representatives of both Parties shall attend the Committee. The Committee shall also be able to invite other interested parties to participate when relevant. All recommendations taken by the Committee shall become applicable after confirmation by both Parties in accordance with their own internal rules.

2.8 The Parties agree that in the "Foreword" of each scheme rules reference shall be made to the other scheme and to this Agreement.

3. Royalties / Fees

3.1 Any certification body operating the Keymark and the VDI mark under this Agreement shall pay the respective licence fees to CEN and VDI according to the respective rules and policies.

3.2 No financial transfer between the Parties shall be performed in the implementation of this Agreement.

3.3 Each Party shall bear its own costs incurred in relation to the implementation of this Agreement, if any.

4. Applicable law and disputes

4.1 This Agreement does not modify or supersede any internal regulation and requirement in force, or applying to the Parties.

4.2 This Agreement is governed by Belgian law.

4.3 The Parties undertake to make their best effort to solve amicably any dispute or difference arising out of or in connection with this Agreement. Should they fail to do so, the Parties shall refer the dispute or difference to be determined by the appointment of a single arbitrator to be agreed between the Parties.

4.4 In case any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations, shall not in any way be affected or impaired.

5. Commencement and termination

5.1 This Agreement shall enter into force upon the last signature by the Parties.

5.2 This Agreement shall have an initial validity of two years. Thereafter the Agreement will be automatically renewed on a yearly basis.

5.3 If necessary, this Agreement may be reviewed and modified after the first year of implementation, upon request by either Party.

5.4 This Agreement may be terminated by either Party upon 3 months written notice to the other Party.

5.5 The termination of this Agreement shall not affect the validity or duration of existing licences issued under this Agreement that are initiated prior to such termination.

Counterparts

This Agreement is executed in duplicate in the English language, each of which is deemed to be an original and both Parties recognizing to have received one counterpart.

In witness whereof this Agreement has been executed by CEN and VDI hereto and is hereby delivered on:

Ar.

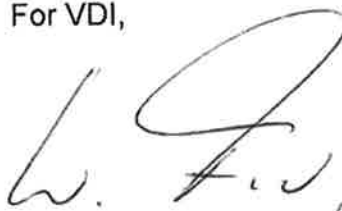
For CEN,



Ms Elena Santiago Cid
Director General

Brussels, 2011-09-16

For VDI,



Dr Willi Fuchs
Director

Düsseldorf, 2011-.....