

**As ECRC**

and

[ \_\_\_\_\_ ]

**As Laboratory**

---

**SERVICES AGREEMENT**

---

## SERVICES AGREEMENT

### BETWEEN

1. **EUROPEAN COOL ROOFS COUNCIL**, an international non-profit association incorporated and existing under the laws of Belgium, having its registered office at 1190 Forest, Dreve du Pressoir 38 (Belgique), registered with the register of legal entities under n° 0839.014.168, hereby represented by [\_\_\_\_\_] in its capacity of [\_\_\_\_\_] (hereafter referred to as "**ECRC**").

### AND

2. [\_\_\_\_\_] a legal entity incorporated and existing under the laws of [\_\_\_\_\_] having its registered office at [\_\_\_\_\_] registered with the register of legal entities under number [\_\_\_\_\_] hereby represented by [\_\_\_\_\_] in his/her capacity as [\_\_\_\_\_] (hereafter referred to as the "**Laboratory**").

### WHEREAS:

- A. The ECRC is an international non-profit association of which the mission is to develop scientific knowledge and research in relation to "cool roof" technology and to promote the use of cool roof products and materials in Europe, including developing aRoofing Product rating and labelling program (hereafter referred to as the "**ECRC Roofing Product rating program**").
- B. The ECRC has developed, published, sponsored and now administers this Program, as described in a Manual published by the ECRC (as enclosed to **Schedule 1**). This Manual fully applies to this Agreement and, particularly regarding the definitions in the Manual, Parties refer thereto, unless explicitly derived thereof in this Agreement.
- C. According to the Program, Manufacturers or Sellers may have their Roofing Products examined and labelled by the ECRC, disclosing those products Radiative Properties as determined by particular laboratories working with the ECRC.
- D. The Laboratory is in the business of performing certain tests on the Radiative Properties of Roofing Products, and more particularly is one of the following [strike out what is not applicable]:
  - **Accredited Independent Testing Laboratory**: A testing laboratory that is accredited by an Accreditation Organization to test the Radiative Properties of Roofing Products and is completely independent from any Manufacturer or Seller. This laboratory is accredited to operate according to ISO 17025(2005) complying with the requirements described in the Manual; or
  - **Accredited Manufacturer Testing Laboratory**: A testing laboratory affiliated with a Seller or Manufacturer that is accredited by an Accreditation Organization to test the Radiative Properties of Roofing Products. This laboratory is accredited to operate according to ISO17025(2005) complying with the requirements of described in the Manual; or
  - **Approved Independent Testing Laboratory**: An independent testing laboratory, having initiated the procedures for ISO17025 (2005) accreditation for the

measurement of at least one of the radiative properties of roofing materials, that has received formal recognition by the ECRC for having demonstrated technical competency to perform specific types of tests, in accordance with the specifications and requirements described in this Manual. Only applicable for the first year of operation of the ECRC Roofing Product rating program and only if at national level there is no other Accredited Laboratory to perform the specific type of measurement.

- E. Parties want to work together in the ECRC Roofing Product rating program according to the following principles:
- (i) Certain laboratories can sign up with the ECRC to participate in the ECRC Roofing Product rating program, upon the condition that they comply with the applicable requirements, as set out in the Manual and in this Agreement and have paid the applicable fees.
  - (ii) The ECRC will grant those laboratories the ECRC Logo and they will be added to the list of laboratories that act in the Program.
  - (iii) Subsequently, the Manufacturers and Sellers can directly contact the laboratories to have their Roofing Products tested at their own charge.
  - (iv) The laboratories will inform the Manufacturers and Sellers of the results of those tests.
  - (v) The Manufacturers and Sellers will communicate these results to the ECRC in order to obtain an ECRC Logo.

Therefore, Parties have negotiated the following terms and conditions (together hereinafter: the "**Agreement**").

## **IT IS AGREED AS FOLLOWS:**

### **1. DEFINITIONS**

As used in this Agreement, the following terms shall have the following respective meanings:

- 1.1. "**Affiliate**" shall mean any entity within the meaning of article 6 of the Belgian Companies Code.
- 1.2. "**Agreement**" shall mean this document and its annexes.
- 1.3. "**Best Industry Practices**" shall mean the generally accepted and applicable knowledge, techniques, practices, technology and/or methodologies (known to a Party or which should at least be known to a diligent and professional party) that, through experience and research, have a proven reliability in the applicable field of industry and includes the commitment to use all such knowledge, techniques, practices, technology and/or methodologies in order to ensure successful completion of its obligations.
- 1.4. "**Confidential Information**" shall encompass, without limitation, any and all business, financial, marketing, commercial and/or technical information, know-how, trade secrets, inventions, processes, software programs (in source code or compiled form), hardware and software product information and research provided to the receiving Party, irrespective whether provided in writing, in

printed form, in electronic form, orally, pictorially, or observed visually. Confidential Information shall not encompass information that:

- i) is or becomes generally available to the public through no act or failure to act by the receiving Party; or
- ii) is subsequently disclosed to the receiving Party on a non-confidential basis by a third party without violating any obligation of secrecy relating to the information disclosed; or
- iii) is independently developed by the receiving Party without making use of or relying upon the Confidential Information.

- 1.5. **“Document”**: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
- 1.6. **“ECRC Logo”**: the logo as enclosed in **Schedule 4**.
- 1.7. **“Effective Date”**: [ \_\_\_\_\_ ] 2014. (\*)
- 1.8. **“Force Majeure”** shall mean any unforeseeable and/or exceptional situation or event beyond the reasonable control of a Party, which prevents that Party from performing its obligation(s) under the Agreement, for as long such event was not due to error or negligent act(s) or omission(s) on the part of that Party and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure unless they stem directly from a genuine case of Force Majeure.
- 1.9. **“Intellectual Property”** shall mean all of the following rights: patent(s) (applications), trademarks, logos, service marks, designs, trade and business names, know how, models, trade secrets, domain names, database rights, trade marks, copyrights, software protection rights, utility model(s) applications, and rights of the same or similar nature, whether registered or unregistered, in any part of the world, and (divisional) applications for any of these rights.
- 1.10. **“Requirements”** shall mean the requirements as set out in article 2.1 below.
- 1.11. **“Services”** shall mean the test services, quality assurance services, random testing services and/or other services made by the Laboratory for ECRC with respect to the ECRC Roofing Product rating program as to be specified in Statements of Work issuing from and enclosed to this Agreement.
- 1.12. **“Statement of Work”** or **“SOW”** shall mean a Document incorporated under this Agreement from time to time, detailing the type, scope and the elements of the work to be rendered, the Output as well as any specific applicable terms and conditions (including but not limited to acceptance criteria, milestone table, specifications, ...) which are hereby integrated herein of which a template is enclosed in **Schedule 3**.
- 1.13. **“Term”** shall mean the term as specified in article 7.1.

## 2. COMMITMENTS OF THE PARTIES

- 2.1. **The Laboratory** explicitly declares and acknowledges that it has received and read the Manual and is aware of all the aspects and requirements of the ECRC Roofing Product rating program agrees to be bound by its terms, as they may be amended

from time to time; as well as any applicable administrative and implementing documents issued by the ECRC (hereinafter referred to collectively as the “Requirements”).

2.2. **The Laboratory** shall, during the Term:

- (i) Continue to comply with all requirements as an:
  - Accredited Independent Testing Laboratory; or
  - Accredited Manufacturer Testing Laboratory; or
  - Approved Independent Testing Laboratory, as defined in the Manual
- (ii) Comply with the Requirements and check these on changes on a regular basis;
- (iii) perform the Services in its plants, promptly, in a skillful, proper, diligent, competent and workmanlike manner, and in accordance with the Best Industry Practices and with this Agreement, including its annexes, such as the SOW’s and the Manual. The Laboratory is conscious of the fact and agrees that the Manual can be modified by ECRC any time upon its sole discretion without notification or enclosure to this Agreement, and of which the latest version is available any time at <http://coolroofcouncil.eu/>
- (iv) cooperate with ECRC according to the Best Industry Practices in performing the ECRC Roofing Product rating program, which can also be modified by ECRC any time upon its sole discretion without notification or enclosure to this Agreement since it is described in the Manual.
- (v) Cooperate at the ECRC’s first request in the quality assurance and random testing proceedings installed by the ECRC as described in the Manual and in any other way requested by the ECRC in order to comply with the ECRC Roofing Product rating program;
- (vi) Conduct an on-going quality control program to ensure its compliance with this Agreement.
- (vii) keep ECRC posted, on regular intervals, on the developments of the Services and submit each and every result issuing thereof to ECRC’s prior written quality check.
- (viii) obtain, and at all times maintain, all necessary licenses and consents and comply with all relevant legislation in relation to:
  - (a) the Services;
  - (b) the use of all Documents, information and materials relating to the Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications specified in the SOW; and
  - (c) the use of the Laboratories’ Equipment.
- (ix) Pay the annual applicable laboratory fees to the ECRC pursuant to the grid enclosed in **Schedule 2** in order to participate in the ECRC Product Rating program and be in the list of laboratories approved by the ECRC. The laboratory agrees that these fees are subject to change.

2.3. **The Laboratory** is aware that non-compliance with one of the above-mentioned obligations can lead to:

- (i) the immediate exclusion of the Laboratory of the ECRC Roofing Product rating program and the cease of use of the ECRC Logo;
- (ii) termination of this Agreement;
- (iii) damages;
- (iv) the Laboratory’s liability.

2.4. **ECRC** shall co-operate with the Laboratory in all matters relating to the Services . communicate the Services or any result issuing thereof to the Manufacturers or Sellers.

- 2.5. **Each Party** shall execute this Agreement as an independent party and has neither the right nor the power to enter into an agreement, expressly or implicitly, on behalf of and/or for the other Party and will not be authorized to represent the other Party in anyway whatsoever, without its prior written consent. However, Parties agree that this is a *intuitu personae* agreement and entered into between ECRC and the Laboratory because of their personal qualities. Hence, the Laboratory shall not appeal to a subcontractor in providing the Services.

### **3. SOWS – EXECUTION – DELIVERY - ACCEPTANCE**

- 3.1. ECRC shall issue to the Laboratory an SOW for every project for which the Laboratory is hired under this Agreement. These SOW's will be attached to this Agreement and must be perceived as an integral part of this Agreement.
- 3.2. Each SOW may indicate: (a) the Services to be performed; (b) the commencement date and duration for the Laboratory's work, including delivery time(s); (c) the available performance standards, service levels, specifications, (technical) drawings, data, schemes, blueprints and acceptance criteria applicable to any of the Services, (d) key persons, and (e) such other information the Parties agree to include.
- 3.3. Each SOW shall be governed by the terms and conditions of this Agreement.
- 3.4. SOWs issued by ECRC shall bind the Laboratory as of the moment that the Laboratory has accepted such an order in writing (e.g. by e-mail, fax or letter) or has started to execute the Services as defined in the SOW concerned. The written notification of acceptance shall also be considered to have taken place within 5 days after the date of the SOW, unless prior written notification of the Laboratory stating otherwise. ECRC shall not be bound by any quota for placing orders.
- 3.5. When the Laboratory considers that the development of the Services under an SOW has been completed, the Laboratory shall give the ECRC written notice to that effect.
- 3.6. Any acceptance of the Services shall be subject to the compliance with this Agreement.
- 3.7. ECRC has the right to reject the Services or any part thereof if the specifications of this Agreement have not been met according to the SOW, Manual or this Agreement.

### **4. REMUNERATION AND PAYMENT**

- 4.1. Laboratory agrees that no compensation for the Services is due by the ECRC since the performance of the Services is one of the Laboratory's obligation to participate in the ECRC Roofing Product rating program.
- 4.2. Parties agree that the Laboratory shall pay the annual applicable laboratory fees to the ECRC pursuant to the grid enclosed in **Schedule 2** in order to participate in the ECRC Roofing Product rating program and be in the list of labs approved by the ECRC. These fees will at all times be non-refundable.

However, the mere payment of the fees is not sufficient to be accepted in the ECRC Roofing Product rating program.

## 5. LICENSE ON ROOFING PRODUCTS, MANUAL AND THE ECRC LOGO

5.1. ECRC hereby grants to the Laboratory, that accepts, an non-exclusive and worldwide, non-assignable, non-transferable and non-sublicensable, strict personal right to:

- (i) exploit the Roofing Products and Manual, during the Term, to carry out the Services in its plants, in accordance with the SOW and the Best Industry Practices for the ECRC Roofing Product rating program as described in the Manual upon the condition that the Laboratory shall consider these Services and any result issuing thereof as Confidential Information which however shall, as an exception, be communicated immediately to ECRC. In no event whatsoever, shall the Laboratory make any representation that test reports issued by it constitute the certification of tested Roofing Products by ECRC;
- (ii) use the ECRC Logo and the ECRC name for the only purpose of communicating to the public that the Laboratory participates in and/or is accredited/approved by the ECRC to perform testing under the ECRC Roofing Product rating program, in accordance with the following: to put the ECRC Logo and the ECRC name on the Laboratory's letterheads, correspondence and promotional materials to indicate that Laboratory is an:
  - Accredited Independent Testing Laboratory; or
  - Accredited Manufacturer Testing Laboratory; or
  - Approved Independent Testing Laboratory, under the ECRC Roofing Products rating program

The ECRC has the right from time to time to request, orally or in writing, samples of such letterhead, correspondence, or promotional materials, to be provided within ten (10) business days after the ECRC's request, to confirm that the use the ECRC Logo and the ECRC name is consistent with this Agreement.

5.2. ECRC hereby warrants, as far as necessary, to have obtained all necessary consents for the above mentioned license.

5.3. ECRC shall assist the Laboratory upon the Laboratory's first request with all formalities regarding this Agreement and the registration, confirmation and/or enforcement thereof.

5.4. No other rights are granted to the Laboratory under this Agreement, including but not limited to rights regarding the ECRC Logo. For the sake of clarity, the Laboratory is not entitled to:

- (i) make any representation that test reports issued by it constitute the certification of tested Roofing Products by the ECRC. The Laboratory may state that (a) it is accredited by ECRC to perform testing under the ECRC Roofing Product rating program;
- (ii) use the ECRC logo on any product or product packaging, on any test or research report, or in any other manner which suggests or implies, directly or indirectly, that the ECRC endorses or approves of any product, service or practice. The Mark may not be used in any manner, which infers or implies that the ECRC has certified any product, service or practice other than qualification as a ECRC Approved Independent Test Laboratory;
- (iii) alter, delete, or amend the ECRC Logo in any way whatsoever, which it shall receive from the ECRC, except with respect to size and colour. The Laboratory's use of the ECRC Logo and the ECRC name will be of such size as to permit legibility of the wording. The Laboratory may use the colours set forth in **Schedule 4** or may use black or shades of gray.

- 5.5. The Laboratory acknowledges and agrees that compliance with the terms of this Agreement is necessary to protect the goodwill and other proprietary interests of ECRC and that an unauthorized use of the ECRC Logo or false representations regarding the affiliation of the Laboratory with ECRC would result in irreparable and continuing harm to ECRC for which there would be no adequate remedy at law. Accordingly, the Laboratory agrees that in the event of unauthorized use of the ECRC Logo or false representations regarding the affiliation of the Laboratory with ECRC, the ECRC shall be entitled to legal remedies (including monetary damages).

## 6. SERVICES AND TRANSFER INTELLECTUAL PROPERTY

- 6.1. The Laboratory hereby irrevocably and exclusively transfers and assigns to ECRC the following:
- (i) all works (including but not limited to the systems, methods, applications, results, software, documents, marketing or text material, source code etc.), (to be) (partially) made by the Laboratory ,
    - (a) in the execution and performance of or in relation to the Services; and/or
    - (b) by using means or material that has been put at its disposal by ECRC and/or of its Affiliates(all together hereafter: **“Work(s)”**); and
  - (ii) all rights related thereto, particularly existing and future Intellectual Property.
- 6.2. Such transfer and assignment:
- (i) shall be effective upon the moment that the respective Work(s) and the Intellectual Property related thereto arise(s), is irrevocable and definite; and
  - (ii) shall be valid for the entire term of validity of the respective Intellectual Property; and
  - (iii) is worldwide and concerns all possible (existing and future) ways of exploitation (including but not limited to all ways of use, reproduction in an unlimited amount, adaptation, modification etc.) of the Works and all rights, particularly Intellectual Property, related thereto for all possible applications in the world; and
  - (iv) implies that ECRC is the exclusive owner of the Works and all rights, particularly the Intellectual Property, related thereto and that it can exploit these worldwide in any way whatsoever. ECRC reserves all rights in order to not exploit the Works and all rights, particularly the Intellectual Property, related thereto. ECRC has a full discretionary decision right in this, against which no appeal is possible.
- 6.3. The Laboratory acknowledges that no compensation shall be due to for such transfer and assignment of the Works and all rights, Intellectual Property, related thereto since the compensation therefore exists in the publicity and return the Laboratory makes in participating in the ECRC Roofing Product rating program.
- 6.4. The Laboratory explicitly waives all right to exercise the moral copyrights regarding the Works to the extent that this is legally allowed, particularly the ones regarding authorship, use of name or modification. The Laboratory explicitly grants ECRC the right to perform all modifications to the Works, including, deletion and destruction, to the extent that they are useful or necessary for the normal use of the Works. The Laboratory explicitly waives all rights to oppose against such modification, unless it proves it harms its reputation.
- 6.5. The Laboratory explicitly agrees not to disclose, communicate, circulate or commercialize the Works without ECRC’s prior written consent.
- 6.6. The Laboratory guarantees that the Works shall not infringe third party rights, a.o. but not limited to, third parties’ Intellectual Property. The Laboratory hereby warrants,



as far as necessary, to have obtained all necessary consents for the above mentioned transfer and assignment and waiver. The Laboratory guarantees that no third party shall invoke its Intellectual Property regarding the Works, and the Laboratory shall indemnify and hold ECRC harmless in this respect.

- 6.7. The Laboratory is aware that a violation of this provision will be considered as a serious breach.
- 6.8. The Laboratory shall assist ECRC upon ECRC's first request with all formalities regarding this Agreement and the registration, confirmation and/or enforcement thereof.

## **7. TERM AND TERMINATION**

### **7.1. Term**

Except if explicitly state otherwise, Parties agree that this Agreement shall enter into effect as of the Effective Date and shall remain in effect until December 2014, which shall be subsequently renewed for one (1) year periods thereafter (hereinafter "Term").

### **7.2. Termination**

- (i) The Laboratory shall have the right to terminate this Agreement by giving a sixty (60) days notice period in written to ECRC.
- (ii) ECRC shall have the right to terminate this Agreement with immediate effect at any time upon written notice to the Laboratory.
- (iii) Either Party shall have the right to terminate this Agreement with immediate effect upon written notice to the other Party:
  - (a) If the other Party commits a material breach of any obligation imposed by this Agreement, and such default is not remedied within 30 days after written notice;
  - (b) voluntary or involuntary bankruptcy proceedings by or against the other Party;
  - (c) the appointment of a receiver for the other Party;
  - (d) the assignment of the other Party's assets for the benefit of its creditors;
  - (e) the other Party shall be liquidated or dissolved.

### **7.3. Consequences of termination**

In case of termination of this Agreement, by any reason whatsoever, the Laboratory shall:

- (i) not have to provide any Services whatsoever which have not been ordered or agreed upon in an accepted SOW in writing before this Agreement has come to an end;
- (ii) cease every use in any way whatsoever of the Roofing Products and the Manual, including but not limited to issuing test reports in this respect, except the ones which are subject to an accepted SOW in writing before this Agreement has come to an end;
- (iii) be excluded of the ECRC Roofing Product rating program.

- (iv) cease every use of the ECRC Logo;
- (v) cease to refer in any way whatsoever to its relation with or accreditation or approval by the ECRC in any way whatsoever.

## **8. LIABILITY**

### **8.1. General**

The ECRC, its officers, directors, members, employees and counsels shall not be liable for any act or omission of the Laboratory. The Laboratory (a) shall defend any claims made against ECRC, its officers, directors, members, employees and counsel, and (b) shall indemnify and hold harmless ECRC, its officers, directors, members, employees and counsel from any liability which may be imposed upon ECRC, its officers, directors, members, employees and counsel from any and all damages or claims (including reasonable attorneys' fees) resulting from or arising out of the Laboratory's acts or omissions.

The Laboratory agrees to waive any and all claims against the ECRC, its officers, directors, members, employees and counsel and shall indemnify and hold harmless the ECRC and its officers, directors, members, employees and counsel from any liability arising out of the acts or omissions of any officer, agent, employee or counsel of ECRC in connection with or in any way relating to the ECRC Program.

### **8.2. Limitation**

In no event will the ECRC be liable to the Laboratory or any third party for lost profits or business, or for any indirect damages of any kind arising out of or in connection with this Agreement.

### **8.3. Force Majeure**

Neither Party shall be liable to the other for a failure to perform any of its obligations under this Agreement, with the exception of payment obligations, due to circumstances of Force Majeure, provided such Party provides written notice of the delay.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1. The Laboratory represents and warrants that:

- (i) the information submitted in its application for ECRC accreditation/approval was and is accurate and correct,
- (ii) it legally complies with all requirements set out in the Manual and this Agreement.

9.2. Parties represent and warrant to each other as follows:

- (i) ECRC and the Laboratory have the full right, power and authority to enter into this Agreement, and to perform all their respective obligations under this Agreement;

- (ii) This Agreement constitutes the legal, valid and binding obligation of ECRC and the Laboratory and is enforceable against each other in accordance with its terms, except as enforceability may be limited by equitable principles or by bankruptcy, fraudulent conveyance or insolvency laws affecting enforcement of creditors' rights generally;
- (iii) The execution and delivery of this Agreement by ECRC and the Laboratory, the performance of their respective obligations hereunder, shall not constitute a breach, default or violation any agreement to which the ECRC or the Laboratory is a party or is otherwise bound.

9.3. Parties agree that any violation of the clauses set out under this article 9 will be considered a serious breach.

## **10. CONFIDENTIALITY**

10.1. Every Party shall keep secret any confidential information, in any form whatsoever (oral, graphic, digital etc.) about the other Party, and/or their businesses, coming to its knowledge as a result of the cooperation between Parties, both during the execution of this Agreement and during 5 years after its termination.

10.2. Parties shall only disclose the general existence of this Agreement to third parties. Parties shall not disclose specific clauses, e.g. the remuneration. This obligation can be overruled by an imperative article of law.

## **11. MISCELLANEOUS PROVISIONS**

### **11.1. Costs**

Except as otherwise provided in writing, each Party bears its own costs relating to the negotiation, preparation and execution and implementation by it of this Agreement and of all other ancillary documents.

### **11.2. Other agreements – amendments**

This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all prior agreements, negotiations, arrangements and understandings, whether or not in writing, between the Parties with respect to the subject matter of the Agreement. No variation of this Agreement is valid unless it is in writing and signed by or on behalf of each Party.

### **11.3. Waivers**

No failure or delay by any Party in exercising any right or remedy provided by law or pursuant to this Agreement will impair such right or remedy or be construed as a waiver of it and will not preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any further exercise of it or the exercise of any other remedy.

### **11.4. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, then such provision will (as far as it is invalid or unenforceable) have no effect and will be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions of this Agreement. Parties must then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and

enforceable substitute. This substitute is as close as possible to the intended effect of the invalid or unenforceable provision.

### **11.5. Assignment / transfer**

- (i) Neither Party shall assign or transfer any of its rights or obligations under this Agreement, either in whole or in part, to any third party without the prior written consent of the other Party. Any such assignment or transfer without the prior written consent of the other Party shall be deemed null and void.
- (ii) The ECRC however shall be entitled to assign or transfer this Agreement, in whole or in part, to its Affiliates or any other company of the group of companies to which it belongs or in connection with the sale, transfer, merger, consolidation, or any other disposition of all or substantially all of its assets or business, upon giving formal written notice thereof to the Laboratory, provided that such transfer or assignment does not adversely affect the Laboratory's rights.

## **12. GOVERNING LAW AND JURISDICTION**

12.1. This Agreement is governed by and must be construed and interpreted in accordance with the Laws of Belgium, excluding conflict-of-laws rules or provisions that would cause the laws of any jurisdiction other than Belgium to be applicable.

12.2. Any dispute concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be submitted to the exclusive jurisdiction of the courts of Brussels.

Made in \_\_\_\_\_ on \_\_\_\_\_ 2014, in two originals, each Party acknowledging receipt of one such original.

### **FOR AND ON BEHALF OF ECRC**

\_\_\_\_\_  
Name:  
Title:

### **FOR AND ON BEHALF OF THE LABORATORY (\*)**

\_\_\_\_\_  
Name:  
Title:

**ENCLOSURE 1 – MANUAL**

Please click here for the manual: [http://coolroofcouncil.eu/files/PRP/ECRC\\_Product\\_rating\\_manual.pdf](http://coolroofcouncil.eu/files/PRP/ECRC_Product_rating_manual.pdf)

**ENCLOSURE 2 –FEES**

Please click here for the fees (ECRC-H-3): <http://coolroofcouncil.eu/files/PRP/ECRC-H-3.pdf>

**ENCLOSURE 3 – SOW**

---

**[Name Laboratory]**

---

**Order number:**

**Date:**

**Expiry Date:**

---

**[ECRC**

**Name address]**

---

**Product [Name + short description]:**

---

**Services to be provided by [Name Laboratory] and specifications in this respect**

- [\_\_\_\_\_]
  - [\_\_\_\_\_]
  - [\_\_\_\_\_]
  - [\_\_\_\_\_]
-

#### **ENCLOSURE 4 – ECRC Logo**

-Using ECRC Labels WRITING AND TALKING ABOUT ECRC :

[http://coolroofcouncil.eu/files/downloads/documents/ECRC\\_LOGO\\_LABEL\\_USE\\_BROCHURE.pdf](http://coolroofcouncil.eu/files/downloads/documents/ECRC_LOGO_LABEL_USE_BROCHURE.pdf)

-Logos URL: [http://coolroofcouncil.eu/files/downloads/documents/ECRC\\_LOGO\\_LABELS.zip](http://coolroofcouncil.eu/files/downloads/documents/ECRC_LOGO_LABELS.zip)