



# Certification Agreement between the establishment and Green Key

## Introduction

In connection with the first application for Green Key certification and in connection with subsequent renewal of the Green Key certification by the establishment, the establishment and Green Key with their signatures mutually agree upon the legally binding terms and conditions laid out in this Certification Agreement. The Certification Agreement is valid for one certification period.

Green Key reserves the right to change the Terms and Conditions of the Certification Agreement at any time upon six (6) months prior written notice to the establishment.


### 1. Responsibilities of Green Key and the establishment:


- 1.1 Both parties confirm that the establishment has access to the full information about the Green Key criteria and explanatory notes: [Green Key – certification criteria](#)].
- 1.2 Both parties confirm that the establishment has access to the full information about the Green Key certification process: [Green Key – Green Key application process](#)].
- 1.3 Both parties confirm that the establishment has access to the full information about the Green Key participation fees: [Green Key – Costs](#)].
- 1.4 Both parties confirm that the establishment has access to the full information about the Green Key policies: [Green Key – Policies](#).

### 2. Responsibilities of the establishment:

- 2.1 The establishment confirms that it is officially registered to operate its business and complies with all international, national and local requirements, legal provisions, permits and regulations (including tax requirements) relevant for the country of location.
- 2.2 The establishment confirms that it completes the Green Key application form and enclosed required documentation with accurate information.
- 2.3 The establishment confirms that it pays the required Green Key participation fees following Green Key's standard payment conditions.





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- 2.4 The establishment confirms that it allows scheduled onsite audits to take place within the premises of the establishment by an independent auditor authorised by Green Key, and the establishment confirms that it will provide all necessary information and housing arrangements, based on availability, in connection with these audits. The establishment ensures that all necessary measures are taken regarding the safety and security of the working conditions of the auditor during the onsite audit.
- 2.5 The establishment confirms that it allows surveillance audits during reasonable business hours by an auditor authorised by Green Key, and the establishment confirms that it will provide all necessary information and housing arrangements, based on availability, in connection with these audits. The establishment ensures that all necessary measures are taken regarding the safety and security of the working conditions of the auditor during the surveillance audit.
- 2.6 The establishment confirms that it is not allowed to influence the auditor or offer any gifts or services to the auditor, except for coffee/tea or water.
- 2.7 The establishment confirms the understanding that the Green Key certification is only issued on basis of conformity with the Green Key requirements.
- 2.8 The establishment confirms that it ensures conformity with the Green Key criteria/explanatory notes throughout the certification period using the correct representation of the scope of the Green Key certification.
- 2.9 The establishment confirms that it displays correct information and communication about the achieved Green Key certification as set in the Green Key criteria/explanatory notes and the Green Key Branding Guidelines.
- 2.10 The establishment confirms that all Green Key material (website, logo/trademark, design, material, certificate, research and all other related intellectual property of Green Key) are and shall remain the property of Green Key.
- 2.11 The establishment confirms that it informs Green Key of any changes that might affect conformity with Green Key criteria/explanatory notes within ten (10) days of such changes occurring.
- 2.12 The establishment confirms that it understands that the Green Key certification will be suspended or withdrawn in case of non-conformity with the Green Key criteria/explanatory notes pursuant to Green Key's policy.
- 2.13 The establishment confirms that it understands the possibility of appealing a decision regarding Green Key certification, and that it respects and acts in accordance with the outcome/decision of the appeal.

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- 2.14 The establishment confirms that it acts in accordance with the official Green Key complaint handling procedure, and records, handles and informs Green Key of complaints and corrective actions taken relating to conformity with the Green Key criteria/explanatory notes.
  - 2.15 The establishment confirms that it informs Green Key of any changes in contact details within 30 days after occurring.
  - 2.16 The establishment confirms that it understands and acts according to Green Key's policy regarding impartiality, anti-bribery and corruption.
  - 2.17 The establishment confirms that it can decide to terminate its Green Key certification at any time without liability by providing 30 days' prior written notice to Green Key, but that the paid fees for the remainder of the certification period will not be reimbursed as per Green Key's standard payment conditions.
  - 2.18 The establishment confirms that it will, after termination of certification, ensure that all references to Green Key are removed from the establishment's premises and material within 30 days after the notification.
  - 2.19 The establishment confirms that it accepts that Green Key is not liable for any financial or other consequences of the establishment as part of not gaining the Green Key certification or having the certification terminated, suspended or withdrawn.

### **3. Responsibilities of Green Key:**

- 3.1 Green Key confirms that it acts according to Green Key's policy regarding anti-bribery and corruption.
- 3.2 Green Key confirms that it carries out an effective and impartial certification process, which means that no person with a potential conflict of interest is involved in the Green Key certification.
- 3.3 Green Key confirms that it communicates changes in the Green Key criteria/explanatory notes and the certification process to the establishment with at least six (6) months' prior written notice.
- 3.4 Green Key confirms that it communicates changes in the Green Key participation costs to the establishment with at least three (3) months' prior written notice.
- 3.5 Green Key confirms that the Green Key certification is issued on basis of conformity with the Green Key requirements.

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- 3.6 Green Key confirms that it provides certified establishments with access to the Green Key logo.
- 3.7 Green Key confirms that it communicates changes in the Green Key Branding Guidelines to the establishment within ten (10) days of such change.
- 3.8 Green Key confirms that it follows the Green Key policies related to issuing, suspending, and withdrawing the Green Key certification for an establishment.
- 3.9 Green Key confirms that it follows the Green Key policy regarding suspension or withdrawal in case of non-conformity with the Green Key criteria/explanatory notes being observed at a Green Key certified establishment during the certification period through monitoring, notified changes, complaints, etc.
- 3.10 Green Key confirms that the establishment is be informed about the suspension or withdrawal in writing, and the suspension or withdrawal takes effect within two (2) days after the notification.
- 3.11 Green Key confirms that in case of suspension/withdrawal and termination of the Green Key certification, Green Key removes the establishment from all Green Key related material (including website) and distribution lists.
- 3.12 Green Key confirms that it follows the Green Key policy regarding appeals and complaints in case of receiving an appeal or complaint in relation to a decision regarding Green Key certification and respect and act in accordance with the outcome/decision of the appeal/complaint.
- 3.13 Green Key confirms that it ensures that the auditors in connection with on-site audits and surveillance audits notifies the reception of the establishment on arrival to ensure that the auditor is escorted in the establishment by the general manager/owner, environmental manager or other relevant person from the establishment.
- 3.14 Green Key confirms that it treats all received and viewed documents with confidentiality throughout the certification process and period as according to the relevant data protection legislation.
- 3.15 Green Key confirms that it treats all establishment contact information with confidentiality as according to Green Key's internal privacy policy and the relevant data protection legislation.
- 3.15.1 Green Key confirms that it keeps safely the names, phone numbers and e-mail addresses for the establishment in the designated national/international Green Key database.

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- 3.15.2 Green Key confirms that when updated contact details are received, the previous information is deleted within 15 days after receiving the updated information.
  - 3.15.3 Green Key confirms that it deletes any establishment contact information after two years after termination of the certification.
  - 3.15.4 Green Key confirms that contact details are only used in case of the contact in relation to certification/re-certification and to ensure the update about Green Key related information (including newsletters).
  - 3.15.5 Green Key confirms that it does not use the contact details for other purposes than described in this agreement without a prior consent from the establishment.
  - 3.15.6 Green Key confirms that the establishment can at any time access the contact information that is stored in the national/international Green Key database.
- 3.16 Green Key confirms that it treats all received and viewed establishment general information with confidentiality as according to the relevant data protection legislation.
- 3.16.1 Green Key confirms that it keeps safely the general information about the establishment in the designated national/international Green Key database.
  - 3.16.2 Green Key confirms that uses the establishment name and general contact details to promote the certified establishment on the Green Key website.
  - 3.16.3 Green Key confirms that uses the establishment name and general contact details to promote the certified establishment to OTAs, tour operators and other tourism databases where Green Key has established a cooperation agreement.
  - 3.16.4 Green Key confirms that it does not use the establishment general information for other purposes than described in this agreement without prior consent from the establishment.
  - 3.16.5 Green Key confirms that the establishment can at any time access the general information that is stored in the national/international Green Key database.
- 3.17 Green Key confirms that it treats all received and viewed establishment consumption data and other establishment sensitive information with confidentiality as according to the relevant data protection legislation.
- 3.17.1 Green Key confirms that it keeps safely the establishment consumption data and other establishment sensitive information in the designated national/international Green Key database.
  - 3.17.2 Green Key confirms that it uses the consumption data and other establishment sensitive information to create an establishment specific sustainability report for the establishment.
  - 3.17.3 Green Key confirms that it uses the consumption data and other establishment sensitive information in a general benchmarking of the effect of Green Key.
  - 3.17.4 Green Key confirms that the establishment can in writing to Green Key opt-out of the general benchmarking system.

3.17.5 Green Key confirms that does not use the establishment consumption data and other establishment sensitive information for other purposes than described in this agreement without a prior written consent from the establishment.

3.17.6 Green Key confirms that the establishment can at any time access the general information that is stored in the national/international Green Key database.

#### 4. Other issues

4.1 The articles of this Certification Agreement are severable, and the invalidity of one article shall not automatically affect the validity of any other article.

4.2 This Certification Agreement is governed and construed in accordance with the laws of Green Key National Operator: United Arab Emirates regardless of any application of principles regarding conflicts of laws. The establishment hereby irrevocably consents to the exclusive jurisdiction of the courts of Green Key National Operator: United Arab Emirates and agrees not to bring any action in connection with the Green Key programme in any other jurisdiction.

4.3 This Certification Agreement is binding upon and inure to the benefit of the establishment and Green Key as well as their respective successors and permitted assigns.

4.4 Green Key certification and benefits thereunder are not assignable. The establishment agrees that it will use its Green Key certification only at the identified establishment.

4.5 Unforeseen circumstances (for example, blockade, war, pandemic, natural disasters) as well as any other event beyond the control of the parties that prevents, delays or makes it difficult for the establishment to fulfil the agreement, entitles Green Key to fully or for a period partially withdraw the Green Key certification.

#### 5. *Signing of the agreement*

##### On behalf of the establishment:

Name of establishment: \_\_\_\_\_  
Name of establishment owner or operator: \_\_\_\_\_  
Name of person signing this agreement: \_\_\_\_\_  
Title of person signing this agreement: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Signature: \_\_\_\_\_

##### On behalf of Green Key:

Name of Green Key Office: Emirates Green Building Council  
Name of Green Key National Operator/Int. Director: Abdullatif Al Bitawi



E-mail address:  
Signature

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