GREEN KEY PROGRAMME PARTICIPATION AGREEMENT

Between Green Key International and the Establishment

1. PARTIES AND AGREEMENT DETAILS

Green Key is an international environmental certification programme owned by the Foundation for Environmental Education ("FEE") and operated internationally through Green Key International and authorised Green Key National Operators. In countries where no National Operator has been appointed, this Agreement is entered into by FEE, acting through Green Key International, which performs the functions assigned to the National Operator under this Agreement.

Contracting entity: Foundation for Environmental Education (FEE)
Acting as: Green Key International
Registered address: Scandiagade 13, 2450 Copenhagen SV, DENMARK
DK Company Registration No is: 35418423
UK Charity No is: 1148274
VAT/Tax No.: GB-977268854
Contact person: Finn Bolding Thomsen/Claudia Bogensperger
Email: greenkey@fee.global

("Green Key International")

and

Establishment

Legal entity: [●]
Establishment/trading name: [●]
Registered address: [●]
Company/Registration No.: [●, where applicable]
VAT/Tax No.: [●, where applicable]
Contact person: [●]
Email: [●]

(the "Establishment").

Green Key International and the Establishment are together referred to as the "Parties."

1.1 Green Key Programme

Green Key is an international certification programme owned by the Foundation for Environmental Education ("FEE") and operated internationally through Green Key International and a network of authorised National Operators. Where no National Operator has been appointed for that country or territory, Green Key International, operated by FEE, shall perform the relevant programme administration functions directly.

2. PURPOSE, SCOPE AND DURATION

2.1 Purpose

This Agreement governs the administrative and financial relationship between Green Key International and the Establishment in connection with the Establishment's participation in the Green Key programme in countries without National Operators.

It sets out:

- the national programme services provided by Green Key International;
- the Establishment's programme participation responsibilities;
- the applicable national participation fee and payment conditions;
- relevant administrative and notification obligations;
- applicable confidentiality and data-processing arrangements; and
- the terms governing the duration and termination of the programme relationship.

2.2 Separate Certification Relationship

This Agreement does not govern the independent certification relationship between the Establishment and the appointed Certification Body.

Certification evaluation, review and certification decisions, including decisions concerning the issuing, suspension, withdrawal or reduction of scope of Green Key Certification, are the responsibility of the Certification Body and are governed by the separate Green Key Certification Agreement and applicable Green Key certification procedures.

Nothing in this Agreement gives Green Key International authority to make, influence or replace a certification decision assigned to the Certification Body.

This distinction is particularly important because the Certification Agreement expressly assigns certification decisions and suspension/withdrawal to the Certification Body.

2.3 Participation Period

This Agreement takes effect on the date of the signature or completion of electronic acceptance and applies throughout the Establishment's application process and, if certification is granted, until the end of the resulting certification period, unless terminated earlier in accordance with Section 8. A new Agreement must be signed or electronically accepted at each certification renewal.

The duration of this Agreement does not modify the term, minimum commitment or certification cycle established under the separate Certification Agreement.

3. PROGRAMME SERVICES AND RESPONSIBILITIES

3.1 Services Provided by Green Key International

Within its authorised role, Green Key International shall provide the Green Key programme services applicable in countries without National Operators, which include:

- administration of the Green Key programme in the country without a National Operator;
- guidance and support concerning participation in the programme;
- communication of applicable Green Key programme requirements;
- administration and support relating to the applicable Green Key application platform;
- education, information and awareness-raising activities;
- national stakeholder engagement;
- Green Key communication and promotion in the country without a National Operator;
- coordination and exchange of relevant information between Green Key International and the Certification Body;

These services do not include certification functions assigned to the Certification Body.

3.2 Establishment Responsibilities

The Establishment shall:

- provide complete, accurate and up-to-date information required for national programme administration;
- comply with applicable Green Key international programme requirements;
- cooperate reasonably with Green Key International in matters falling within the programme-management responsibilities;
- pay the applicable programme participation fee in accordance with Section 4; and
- comply with the administrative and notification obligations set out in this Agreement.

Nothing in this section replaces or modifies the Establishment's certification obligations under the Certification Agreement.

3.3 Administrative Notifications

The Establishment shall notify Green Key International without undue delay of material changes affecting the administration of this Agreement, including changes to:

- its legal or trading name;

- legal entity or registration information;
- registered or invoicing address;
- relevant contact persons;
- VAT/tax or invoicing information; and
- other information reasonably required for administration of the programme relationship.

Where a change may affect conformity with the Green Key certification requirements, it shall be dealt with in accordance with the notification requirements of the Certification Agreement and applicable Green Key procedures.

3.4 Official Programme Tools

Where an official Green Key international application platform or other designated programme tool is made available, the Establishment shall use the applicable official system for the submission and management of information required for Green Key programme participation, unless otherwise instructed.

4. PROGRAMME PARTICIPATION FEE

4.1 Green Key levy (participation fee)

The Establishment shall pay the applicable annual Green Key programme levy (participation fee) in accordance with the fee and payment conditions communicated by Green Key International.

For the applicable participation period:

Green Key levy: applicable costs below, less any confirmed cooperation-agreement discount.

Hotels: more than 300 rooms - €1300
Hotels: 101–300 rooms - €1050
Hotels: 21–100 rooms - €775
Small accommodations: 1–20 rooms - €550
Hostels - €1,050
Campsites, holiday parks and conference centres - €1025
Attractions - €775
Restaurants - €550

VAT/tax: applicable rate and amount as specified on the invoice.
Invoice date/frequency: annually; the initial invoice is generally issued following the first submission of the application form and supporting documents. Subsequent invoices are issued in connection with surveillance activities.
Payment deadline: as specified on the invoice. The initial levy must be paid before further processing of the application, unless Green Key International approves alternative payment arrangements.
Payment method/details: as specified on the invoice.

The Green Key levy is separate from Certification Body fees, auditor fees and other certification-related fees governed by the Certification Agreement.

4.2 Services Covered

The Green Key levy covers the services provided by Green Key International under Section 3.1.

It is separate from Certification Body fees, auditor fees and other certification-related fees governed by the Certification Agreement.

4.3 Green Key Levy

Payment and Non-Refundability

The Establishment shall pay the Green Key levy in accordance with the applicable payment conditions communicated by Green Key International.

In accordance with the Certification Agreement, the Green Key levy becomes payable upon submission of the completed application form, supporting documentation and signed Certification Agreement and is non-refundable after such submission, including in cases of termination, suspension or withdrawal.

Nothing in this Agreement shall modify the payment or non-refundability conditions applicable to the Green Key levy under the Certification Agreement.

4.4 Changes to Fees

Changes to Green Key participation costs and fees shall be communicated consistently with the applicable Green Key requirements.

Where applicable to the relevant fee, the Establishment shall receive at least three (3) months' prior written notice of changes to Green Key participation costs and fees.

4.5 Late or Outstanding Payments

The Establishment shall pay the Green Key levy issued by Green Key International within the applicable payment period.

Where an amount relevant to continued Green Key participation or certification remains unpaid, Green Key International may notify the Establishment and, where appropriate, the Certification Body.

Nothing in this Agreement authorises Green Key International itself to suspend, withdraw or refuse Green Key Certification where that decision belongs to the Certification Body.

5. GREEN KEY PROGRAMME REQUIREMENTS AND MATERIALS

5.1 Applicable Programme Requirements

The Establishment shall comply with the Green Key requirements applicable to it, including, as relevant:

- Green Key criteria and explanatory notes;
- Green Key policies and procedures;
- Green Key Branding Guidelines;
- other applicable programme requirements formally communicated to the Establishment.

5.2 Green Key Materials and Intellectual Property

The Green Key name, logo, trademarks, criteria, programme materials and related intellectual property ("Green Key Materials") are and remain the property of FEE.

This Agreement does not grant the Establishment a separate licence to use Green Key Materials.

The Establishment's right to use Green Key Materials in connection with its Green Key Certification is governed by the Certification Agreement and applicable Green Key Branding Guidelines.

Green Key International may provide or make available authorised Green Key programme materials in connection with the services provided under this Agreement, but such provision does not confer any additional intellectual-property right or licence on the Establishment.

5.3 End of Use of Green Key Materials

Where the Establishment's Green Key Certification terminates, expires, is suspended or is withdrawn, the Establishment shall comply with the requirements of the Certification Agreement and applicable Green Key procedures concerning the use or removal of Green Key Materials and certification claims.

Green Key International may take appropriate administrative actions within its control to ensure that its national communications, listings and programme materials accurately reflect the Establishment's current certification status.

6. PUBLIC INFORMATION AND PROGRAMME COMMUNICATION

Relevant information concerning the Establishment and its certification status may be processed and published through the authorised Green Key international website, databases and communication channels in accordance with the applicable Green Key framework and data-protection requirements.

Where certification status changes, Green Key International may update information and materials under its control to reflect the status communicated through the applicable Green Key certification process.

7. CONFIDENTIALITY, DATA PROCESSING AND PRIVACY

7.1 Confidentiality

Green Key International shall protect confidential information received from the Establishment and use it only for purposes connected with Green Key programme administration and the performance of this Agreement, except where disclosure is authorised or required by law.

The Establishment shall likewise treat confidential information received from Green Key International in accordance with applicable law and this Agreement.

7.2 Data Processing

- Green Key International may collect and process information provided by or concerning the Establishment through the applicable Green Key application platform, other Green Key systems, forms, communications and programme administration processes.
- Such information may include Establishment and contact information, information concerning the Establishment's application and certification status, invoicing and payment information, supporting documents submitted in connection with participation in the Green Key programme, consumption and sustainability data, and other information reasonably required for the administration of the Green Key programme.
- Information may be processed for purposes including:
- registration, account and application administration;
- administration of the Establishment's participation in the Green Key programme;
- invoicing and payment administration;
- communication with the Establishment;
- coordination with Green Key International, the Certification Body and other authorised parties involved in the Green Key programme;
- administration and communication of certification status;
- statistical analysis, reporting and benchmarking;
- communication, promotion and marketing relating to the Green Key programme and certified Establishments; and
- compliance with applicable legal and regulatory requirements.

Personal data shall be processed where necessary for the administration of the Establishment's participation in the Green Key programme, compliance with applicable legal obligations, the legitimate interests associated with the operation and administration of the Green Key programme, or on the basis of consent where applicable.

7.3 Sharing of Information

Where necessary and legally permitted, relevant information may be shared with:

- FEE/Green Key International;
- the appointed Certification Body and persons acting on its behalf;
- authorised Green Key personnel and service providers;
- a National Operator where responsibility for Green Key in the relevant country changes;
- authorised programme partners, including relevant tourism platforms/databases; and
- competent authorities where required by law.

Public Establishment and certification information may be published through authorised Green Key channels, including the Green Key website, and may be shared with Online Travel Agencies, tour operators, tourism databases and other programme partners with which Green Key has an applicable collaboration arrangement.

Where disclosure is required by law, the information disclosed shall be limited to what is legally required and reasonable measures shall be taken to preserve confidentiality.

7.4 Data Protection and Rights

Green Key International shall process personal data in accordance with applicable data protection legislation.

Where Green Key International is the contracting party, personal data shall be processed in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation – "GDPR") and other applicable data protection legislation.

Green Key International shall implement appropriate technical and organisational measures to protect the confidentiality, integrity and availability of personal data processed in connection with the Green Key programme. Access to personal data shall be limited to authorised persons and service providers who require such access for the purposes described in this Agreement and who are subject to appropriate confidentiality and data protection obligations.

Subject to applicable data protection legislation, individuals may have the right to request access to, correction or deletion of their personal data, and to request restriction of or object to certain processing. Where processing is based on consent, consent may be withdrawn at any time, without affecting the lawfulness of processing carried out before the withdrawal.

Requests concerning the exercise of applicable data protection rights may be submitted using the contact details provided by Green Key International.

7.5 Data Protection and Rights

Personal data shall be retained only for as long as necessary for the purposes for which it is processed or as required by applicable law.

Where updated Establishment contact details are received, the previous contact details shall be deleted within 15 working days after receipt of the updated information.

Establishment contact information shall be deleted two years after termination of the relevant Green Key Certification, unless continued retention is required by applicable law.

Where an authorised service provider processes personal data in connection with the services governed by this Agreement, appropriate arrangements shall apply concerning the secure return or deletion of personal data when the relevant processing activities end, unless continued retention is required by applicable law.

7.6 Consumption Data and Benchmarking

The Establishment's consumption data and other programme information, including relevant energy, water, waste and CO_2 emissions data, shall be treated confidentially and processed in accordance with applicable data protection legislation.

Such information may be used to produce Establishment-specific sustainability reporting and for general benchmarking of the effect and performance of the Green Key programme.

Where consumption data or other information is used for general benchmarking or reporting, it shall be used in a manner that does not identify the individual Establishment.

The Establishment may opt out of the general benchmarking system by notifying Green Key International in writing.

Consumption data and other sensitive information shall not be used for purposes other than those described in the applicable Green Key framework without the Establishment's prior consent where such consent is required.

The Establishment may request access to the information concerning it that is stored in the applicable international Green Key database, subject to applicable data protection legislation.

8. WITHDRAWAL AND TERMINATION OF PROGRAMME PARTICIPATION

8.1 Withdrawal by the Establishment

The Establishment may withdraw from the programme relationship governed by this Agreement by providing written notification.

Any such withdrawal shall be coordinated with the requirements applicable under the separate Certification Agreement.

Withdrawal under this Agreement does not itself amend or override the Establishment's obligations, minimum commitment, payment obligations or termination requirements under the Certification Agreement.

8.2 Financial Consequences of Withdrawal

Withdrawal from the programme relationship does not entitle the Establishment to a refund of the Green Key levy where the levy has become non-refundable in accordance with the Certification Agreement and applicable payment conditions.

Any Certification Body fees, auditor fees or other certification-related amounts remain subject exclusively to the applicable provisions of the Certification Agreement.

8.3 Termination by Green Key

Green Key International may terminate the programme relationship governed by this Agreement where:

- the Establishment fails to pay fees properly due to Green Key International;
- the Establishment materially breaches obligations under this Agreement and, where appropriate, fails to remedy the breach within applicable period; or

Termination by Green Key International concerns only the contractual relationship governed by this Agreement.

Where the circumstances may also affect Green Key Certification, Green Key International shall refer or communicate the relevant matter to the Certification Body as appropriate. Any certification decision remains subject to the Certification Agreement and applicable Green Key certification procedures.

9. GENERAL LEGAL PROVISIONS

9.1 Relationship with the Certification Agreement

This Agreement and the Green Key Certification Agreement govern separate contractual relationships:

- this Agreement governs the national programme participation and service relationship between Green Key International and the Establishment; and
- the Certification Agreement governs the certification relationship between the Certification Body and the Establishment.

Nothing in this Agreement shall amend, replace, override or be interpreted inconsistently with the Certification Agreement.

Where a matter concerns certification evaluation, audits, surveillance, certification decisions, suspension, withdrawal, reduction of certification scope, certification complaints or appeals, or another matter assigned to the Certification Body, the applicable Certification Agreement and Green Key certification procedures shall govern.

9.2 Governing Law and Dispute Resolution

Where FEE, acting through Green Key International, is the contracting party, this Agreement and any dispute arising specifically from the relationship between FEE and the Establishment under this Agreement shall be governed by the laws of England and Wales.

For the avoidance of doubt, this provision does not apply to or modify the governing law, jurisdiction or dispute-resolution provisions of the separate Certification Agreement.

9.3 Amendments

The Parties may amend national terms of this Agreement where required by applicable law or changes to the National Operator's programme services, subject to applicable notice requirements.

No amendment to this Agreement may amend or override the separate Certification Agreement.

10. ACCEPTANCE AND SIGNATURES

By signing or otherwise validly accepting this Agreement, the Establishment:

1. requests participation in the Green Key programme and the programme services described in this Agreement;
2. confirms that it has reviewed and accepts the applicable programme fee and payment conditions;
3. agrees to comply with its obligations under this Agreement; and
4. acknowledges that Green Key Certification is governed separately by the Certification Agreement with the appointed Certification Body.

For Green Key International

Legal name: [●]
Authorised representative: [●]
Position: [●]
Date: [●]
Signature: _____
Company stamp:

For the Establishment

Legal entity: [●]
Authorised representative: [●]
Position: [●]
Date: [●]
Signature: _____
Company stamp: