

## Contract on the verification, issuance of declarations and participation in programme operation for initial publication/ re-issuance of EPDs

“EPD designation of product(s), number of products/data sets, information on production plants (number and type of products must be exactly identifiable and correspond quite precisely to the application in M-Doc 27)”

concluded by and between

the company/association/working group “Name of the Declaration Holder”  
hereinafter also referred to as the “Declaration Holder”

and

Bau EPD GmbH as programme operator for EPDs according to EN 15804 and ISO 14025

The Declaration Holder applies for verification, issuance of declarations and participation in the programme operation of the EPDs listed above within the EPD programme of Bau EPD GmbH.

### 1. Expert teams for life cycle assessment and verification, confidentiality

Name of the LCA practitioner/institution/address, represented by title and name of the LCA practitioner has been commissioned to issue the life cycle assessment in accordance with OENORM EN 15804 and ISO 14025.

The Declaration Holder expressly agrees with the persons selected by Bau EPD GmbH as the team of independent verifiers:

- Title and name of the first verifier
- Title and name of the second verifier

The Declaration Holder confirms that there is no bias whatsoever in the said team with regard to independence or impartiality and that there are no connections of any kind with the spheres of his/her institution.

Bau EPD GmbH shall keep all information of the customer confidential as long as it is not legally obliged to disclose information (e.g. dispute in court).

The Declaration Holder is informed that the independent verifiers listed with Bau EPD GmbH have signed a confidentiality agreement obliging them to keep any and all documents and trade secrets of the company/association Name of the Declaration Holder strictly confidential. Any further confidentiality clauses are not necessary/the Declaration Holder had them signed in advance by all project participants.

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The Declaration Holder hereby authorises his/her LCA practitioner **name of the LCA practitioner** to submit the data entry form of the life cycle inventory analysis, the project report and the EPD to the named team of verifiers and Bau EPD GmbH.

In principle, the submitted documents must be in accordance with the requirements specified in all of the latest valid standard versions or PCR versions. Since LCA practitioners do not always have the possibility to adapt extensive life cycle assessments to new rules without increased effort and time at short notice, the cut-off date of the commissioning can, in general, be used as the cut-off date for the applicable version of the basic documents. If more than 1 year elapses between the signing of this Contract document and the submission of the documents to be verified, the regulations applicable thereafter must be applied.

## 2. Sequence of the verification process

Verification is carried out according to the specifications of OENORM EN 15804 and OENORM ISO 14025 as well as the verification guidelines of ECO Platform (= international non-profit association harmonising EPD programmes, [www.eco-platform.org](http://www.eco-platform.org)), of which Bau EPD GmbH is a member.

Sequence (see also M-Document 26 in the Supplement to this Agreement):

The verifiers are required to pre-check the submitted documents for verifiability. If verifiability is not possible due to e.g. incompleteness or other deficiencies, the document package will be returned to the team of LCA practitioners with the request for completion. This team now has a one-time opportunity to prepare and complete the documents in question again for the verification.

If verifiability is still not possible after the documents have been returned once, the verification process will be stopped, and the costs incurred so far will be charged to the Declaration Holder (up to EUR 1,000.00). The Declaration Holder, the team of LCA practitioners and Bau EPD GmbH receive a notification from the team of verifiers stating the reasons why the EPD is not verifiable. A renewed verification can only be carried out after the cancelled verification has been paid for. After that, the verification process starts again.

The cost rates for verification as agreed upon in this Contract apply in principle to 2 verifications of verifiable documents. If any non-conformity with the Bau EPD GmbH regulations can still be identified afterwards, a corresponding supplement must be submitted to cover the additional costs of the team of verifiers.

In principle, the teams of verifiers are obliged to deliver an evaluation report to Bau EPD GmbH within 6 weeks after submission or resubmission. The reports shall be made available to the LCA practitioners at the same time, and the processing of non-conformities shall be done in a timely manner.

Upon request, the verifiers and the staff of Bau EPD GmbH must be granted access to documents and the plant.

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N.B.: As part of its quality assurance, Bau EPD GmbH undertakes to subject the process flows to internal and external audits. This may include an inspection of programme operations at the request of the auditors and may include a brief plant tour and review of selected customers' life cycle inventory analysis-related data. Accordingly, access to documents and to the plant must be granted. The teams of auditors as well as necessarily witness auditors from external auditing bodies and/or authorities act under strict confidentiality requirements.

### 3. Fees for verification and issuance of declarations, annual fees

The fees are calculated according to the fee scale of Bau EPD GmbH and are for 1 EPD document in German language with 1 basic database (here: Ecoinvent or GaBi) on a one-off basis

**EUR 0.00 (plus VAT)**

For a possible simultaneous processing of the same EPD in the second basic database, EUR XXX will be added once.

#### Fees for participation in the programme:

Based on the fee scale, the **company/association/working group** is classified in fee group **FX** "Companies with a turnover of < EUR **X** million a year".

Consequently the following annual costs are to be paid to Bau EPD GmbH for the first EPD:

**EUR 0.00 (plus VAT)**

#### Costs for feeding EPDs into user databases:

If GaBi EPDs are commissioned, the feeding of data sets into OEKOBAUDAT costs EUR 100.00 once per data set.

If the client wants EPDs fed into the baubook database, please refer to the baubook website [www.baubook.at](http://www.baubook.at) for inclusion criteria and fees.

N.B.: Bau EPD GmbH has no influence on external database operators charging (additional) fees for feeding the data into their databases. However, these are only small nominal fees per data set.

In addition, an annual fee of EUR 100.00 per EPD and database version has to be paid for the publication on the portals of ECO Platform (the umbrella organisation for EPD programme operations).

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**Summary of total costs for an EPD (plus VAT) for 5 years:**

One-time costs (issuance and verification of declaration) for the first database	EUR 0.00
One-time costs (issuance and verification of declaration) for the second database	EUR 500.00
Annual costs of Bau EPD GmbH for 5 years (EUR X x 5 years)	EUR 0.00
One-time costs of OEKOBAUDAT for 5 years (EUR 100.00 per data set, there is a discount for multiple data sets)	EUR 0.00
Annual costs of ECO Platform for 5 years (EUR 100.00 for X databases x 5 years)	EUR 0.00

**Max. total cost for 5 years** **EUR 0.00**

The Declaration Holder has taken note of the fee scale of Bau EPD GmbH valid at the time of signing this application and will, upon request, provide Bau EPD GmbH with our relevant turnover data for the classification of the fees prior to publication of the EPD(s)<sup>1</sup>.

The Declaration Holder acknowledges that the fees for the verification and issuance of declarations can be settled in full in advance for verification upon presentation of all necessary documents.

The Declaration Holder acknowledges that the fees are payable for the entire period of validity of the EPD(s) (5 years). The settlement of payments is effected on January 1 of each year. Alternatively, the full amount for 5 years can be paid at the time of publication or an individual payment plan can be established.

The Declaration Holder undertakes to pay the fees for 5 years even if, at the decision of the Declaration Holder, after the LCA has been issued, the EPD(s) is/are (a) not submitted for verification (in which case the costs for verification and issuance of the declaration are waived) or (b) submitted for verification but not to be published.

The Declaration Holder acknowledges that verification/publication at a later date is only possible if the deadlines set out in an underlying regulation or guideline of any kind have not been exceeded (examples: the age of generic input data, the period of data collection in production plants must not date too far back, etc.).

As an accredited body, Bau EPD GmbH is obliged to provide information on the existence of a valid declaration in the event of enquiries, without disclosing details.

<sup>1</sup> The decisive factor for the amount of the contribution is the total turnover, not only the turnover of the declared construction products. The classification of an association is based on the total turnover of its member companies. The client is obliged to inform Bau EPD GmbH about the contribution group. If the Bau EPD Management doubts the reported contribution group, it may estimate the contribution group and prescribe the contribution. In case the client objects, it shall be obliged to substantiate this objection by submitting declarations from auditors/tax consultants, last year's balance sheet or VAT notice or similar. In case of a renewal after 5 years, current data must be provided and, if necessary, the contribution group will be reclassified.

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#### 4. Publication

The EPD is published in pdf format on the websites of Bau EPD GmbH or ECO Platform via the ECO Portal. The project report and all enclosures (life cycle inventory analyses, technical documents) do not form part of the public communication.

We hereby consent that the data related to the EPD results are additionally published in CSV and XML format at the same place. With this, the Declaration Holder allows the download for application at the building level in different tools for building modelling, which are offered and used in Europe/and partly also outside Europe.

The Declaration Holder undertakes to publish, or make available to third parties, only long versions of the EPD or abridged versions issued by Bau EPD GmbH with reference to the long version.

The Declaration Holder has taken note of the Bau EPD GmbH rules that are valid at the time of commissioning and relate to the use of the marks or logos according to M-Document 04a, which is enclosed to this Contract.

#### 5. Property rights, rules regarding the use of marks and logos

Any and all property rights to the declaration shall remain with Bau EPD GmbH. The declaration certificate shall be awarded to the Declaration Holder and may be withdrawn in case of violations of the contractually agreed rules and obligations arising from this contractual document.

The Declaration Holder has taken note of the ECO Platform rules relating to the use of the ECO logo in force at the time of the commissioning and as set out in M-Document 04 enclosed to this Contract as well as the rules for the use of the Bau EPD logo as per M-Document 04a.

#### 6. Validity of the EPD(s)

According to EN 15804, item 9, the EPD is valid for 5 years from the date of issue, after which it must be reviewed and re-verified. It needs to be updated and re-evaluated only to the extent necessary to take account of any technological changes or other circumstances (changes in standards and PCRs, etc.) that would alter the content and accuracy of the EPD(s).

The certification always refers to the current production of a balance period (usually 1 year). The declaration holder undertakes that the subsequent production of the products from the scope of certification will continue to meet the same product requirements that were defined/documented for the LCA in the balance period until the expiry of the validity period of the EPD.

The client undertakes to inform Bau EPD GmbH immediately of any changes that could affect its ability to fulfil the certification conditions. This may include, for example

- legal, economic or organisational status or ownership;

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- Organisation and management (e.g. key positions, decision-making processes or technical personnel);
- contact addresses and production sites;
- significant changes to the quality management system.

Dealing with changes that affect the certification results (this primarily concerns changes to the product or the manufacturing method):

Specification according to item 9 of EN 15804: Any change in the environmental impact of a product which is reasonable with regard to a notification requirement and which must be notified to the Management of Bau EPD GmbH is  $\pm 10\%$  for each of the declared parameters of the EPD(s). Such a change may result in a mandatory update of the EPD(s) even before the 5-year period expires.

Examples of changes that may arise within the sphere of the manufacturer:

- energy consumption (electricity, gas, fuel) if contracts with energy suppliers change within the validity period of the EPD(s); annual proof of electricity consumption is required if the market-based approach is applied (inclusion of actually consumed electricity mixes rather than the national average mix),
- changed manufacturing processes, new equipment,
- use of other raw material compositions
- production in other/additional plants
- new sales markets with significantly longer transport scenarios, etc.

The Declaration Holder undertakes to notify Bau EPD GmbH immediately of any such changes, otherwise the EPD(s) will lose validity.

Any changes that do not come from the sphere of the Declaration Holder (changes to the standards EN 15804, ISO 21930 or ISO 14045 or subordinate PCR documents) will be communicated to the client by Bau EPD GmbH as soon as the regulations are published. In this case, re-issuance shall only be necessary after expiry of the validity period of 5 years.

The Declaration Holder acknowledges that in the event of re-issuance of the EPD(s) before expiry of the validity period or in the event of renewal/re-issuance after 5 years, the fee scale valid at that time will be applied and any special agreements will have to be newly decided.

The Declaration Holder undertakes to inform Bau EPD GmbH at the latest 2 years before expiry of the validity period whether a renewal is desired, so that Bau EPD GmbH or the teams of LCA practitioners or verifiers have sufficient lead time for comprehensive consultation, possible recalculation and renewed verification.

After expiry of the validity of the EPD(s) and in case no re-issuance is commissioned, the Declaration Holder has the obligation to stop any and all environmental claims and marketing-related activities and to point out on request that published data becomes obsolete.

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## **Basic information on termination, restriction, suspension or withdrawal of the declaration certificate (= EPD document)**

An EPD loses its validity over time, i.e. when the data becomes obsolete. Likewise, it loses its validity if any changes occur as described above. After 5 years at the latest, the validity ends, with obsolete data repeatedly being used in the market as long as there are no updates. Publishing in the “invalid EPDs” section on websites and databases makes sense for users for several reasons. A restriction of the validity can also arise with regard to the geographical representativeness (delivery radius changes). A longer-term suspension due to changes is tantamount to a withdrawal of the declaration, which requires re-issuance on a new data basis. Withdrawal can occur, among other things, if the reporting obligations regarding changes in operation are not made in a timely manner, the energy consumption data are not regularly transmitted, or the agreed fees are not paid.

The declaration holder undertakes to comply with the certification conditions of Bau EPD GmbH at all times. The products must fulfil the conditions on which the verified EPD was based throughout the entire validity period of the EPD.

## **7. Other obligations**

The Declaration Holder undertakes to record any complaints about the EPD results/documents, to take and document appropriate measures and to make these records available to Bau EPD GmbH upon request.

Furthermore, the Declaration Holder undertakes not to use the declaration in any way that could discredit the programme operator, and not to make any statements about verification processes that the programme operator could consider misleading or unjustified.

### **Enclosures:**

M-Document 04 and M-Document 04a regarding the use of logos and marks of ECO Platform and Bau EPD GmbH

M-Document 26 “conformity assessment programme for EPD – process flow”

Fee scale of Bau EPD GmbH

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PLACE,	Date	Signature
		Name
		Institution of the Declaration Holder

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PLACE,	Date	DI (FH) DI DI Sarah Maria Richter Management Director Bau EPD GmbH
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