

## APPENDIX G - Rules for use of the "FDES vérifiée INIES" and "ICV vérifié INIES" trademarks

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**This document is a translation of the French version of INIES programme rules. Only the original French version is authentic and official.**

### APPENDIX G1 - Rules governing the use of the " FDES vérifiée INIES " (INIES verified FDES) trademark

#### Preamble

The HQE Association has owned and managed the INIES database since 2011.

Available at [www.inies.fr](http://www.inies.fr) INIES is a database that centralises FDES for construction products, Product Environmental Profiles (PEP) for equipment, data on services (energy, water, etc.) and ICV for materials, etc.

To make it easier to visually identify the compliance and registration of an FDES with the INIES




verification programme, the names and images and , were registered as simple collective trademarks, on 8 December 2015, at the Institut National de la Propriété Industrielle, by the HQE Association.

#### I. Purpose

The purpose of these regulations is to define the terms and conditions for the use of the



and  simple collective trademarks (hereinafter the Trademark or collectively the Trademarks).

The Trademarks are the exclusive property of the HQE Association.

This regulation therefore specifies how declarants of FDES that comply with and are registered with the INIES verification programme can use the Trademarks.

These rules of use have been drawn up within the framework of the Intellectual Property Code, which defines the status and regime of collective trademarks (Articles L 715-1, L 715-2 and L 715-3 of the Intellectual Property Code).

#### II. Definitions

*User regulations:* this document constitutes the user regulations.



*Trademarks:* Trademarks means the simple collective trademark registered with the INPI under no. 15/4 233 239 on 11 December 2015 on behalf of the HQE Association and the



simple collective trademark registered with the INPI under no. 15/4 233 235 on 11 December 2015, both in classes 1, 2, 6, 9, 11, 16, 17 19, 20, 27, 35, 36, 37, 39, 40, 41, 42, 43 and 45;

the Trademark registered under no. 15/4 233 239 is a circular logo with an inner border, in a blue-green gradient and a straight white font; the Trademark registered under no. 15/4 233 235 is a circular logo with an inner border, in black and white and a straight white font.

*INIES verification programme:* voluntary programme for the development and use of environmental and sanitary declarations based on a set of operating rules. Hereinafter referred to as "the Programme".

*INIES verified FDES:* means an FDES for a product that complies with and is registered with the Programme.

*Declarant of the INIES verified FDES:* refers to any type of economic operator involved in the placing on the market of construction and decoration products intended for sale to consumers (manufacturers, agents and importers) who produces an FDES that is compliant and registered with the Programme. This INIES verified FDES can be individual or collective. Hereinafter referred to as "The Declarant".

*Trademark Users:* refers to the Declarants of the INIES-verified FDES who are authorised to use the Trademarks

*Products:* defines construction products (products defined in Article 2(1) of Regulation (EU) No 305/2011 of the European Parliament and of the Council of 9 March 2011) and decorative products (products used to cover walls, floors and ceilings).

*INIES verifier:* Refers to a natural person whose knowledge and skills in environmental declaration have been recognised in accordance with the procedures set out in the Programme.

The procedure for accreditation of INIES Verifiers is specified on the website in the "verification programme" section.

### **III. Conditions of use of the Trademarks by the Users**

#### **a. Trademark User eligibility conditions**

Use of the Trademarks is reserved for Declarants of an INIES verified FDES.

#### **b. Trademark use application procedure**

After validation of the application for registration in the programme, including acceptance of the conditions of use (see appendix A), the programme manager sends the logos to the FDES Declarant. Upon receipt of payment, the latter becomes a user of the Trademarks and has the right to use them as defined below.

#### **c. Right to use the Trademarks as Trademark User**

In its capacity as user of the Trademarks, the User holds a right of use over the Trademarks for the period mentioned in III e) of these regulations.

By virtue of this right of use, the User may use and affix the Trademarks for its Product, on the Product itself, on its packaging, on the FDES, on any technical and commercial document, as well as on any advertising or institutional communication medium, in material media or online. The Product must also be expressly designated in the "Name of commercial references covered by manufacturers" section of the verified and published FDES.

The right to use the Trademarks is strictly personal to the User holding the right to use the Trademarks and may not be assigned, conceded to a third party, pledged or seized without the written authorisation of the HQE Association.

**d. Commitments of the Trademark User**

The right to use the Trademarks is granted to the User solely for the Products referred to in the INIES-verified FDES published in the INIES database.

The use of the Trademarks on any technical and commercial document or communication medium, whether written, audiovisual or online (including websites), belonging to the User must allow the Products to be designated without ambiguity or equivocation.

To this end, the Trademark User undertakes, in particular through the use and layout of clear signage on all technical and commercial documents, written, audiovisual or online communication media (including websites), to avoid any risk of confusion between the Products to which the Trademarks are attributed and those that are not.

Lastly, it shall inform the HQE Association of the existence and progress of any proceedings brought against it by one of its customers, for one of its products whose communication media refer to the Trademarks, where the dispute calls into question the User's compliance with the rules of use.

**e. Duration of the right of use**

The right to use the Trademarks remains in force until the end of the validity of the INIES-verified FDES, i.e. a maximum of five years.

**f. Termination of the right of use**

The right to use the Trademarks lapses as soon as the User no longer complies with the conditions and obligations set out in the regulations for use.

**IV. Control of the use of the Trademarks**

**a. Procedures for monitoring the use of the Trademarks**

The use of the Trademarks may be checked by any accredited representative of the HQE Association.

At the request of the HQE Association, the Trademark User will be required to submit all documents proving the actual use of the Trademarks, such as FDES, products, packaging, technical and commercial documents, written, audiovisual or online communication media (including websites), etc.

All Trademark Users are required to inform the HQE Association immediately of any fact of which they are aware that may affect the Trademark.

The HQE Association will take all necessary steps to monitor the use of the Trademarks.

**b. Penalties for improper use of the Trademarks**

In the event of any non-compliant use of the Trademarks, the HQE Association will impose the following sanction(s) on the Trademarks User who fails to comply with these rules of use or with current legislation:

- warning;
- temporary suspension of the right to use;
- deletion from the list of Users;
- permanent withdrawal of the right to use.

The last three sanctions mentioned above may be published on the INIES website.

Before each decision, the INIES Programme will hear the User concerned.



#### APPENDIX G TO THE INIES PROGRAMME RULES

The User penalised by the temporary or permanent loss of the right to use the Trademarks must, on receipt of notification of the penalty, immediately cease, temporarily or permanently, all use of the Trademarks on any medium whatsoever, and in particular:

- not / no longer use the Trademarks on its FDES, its products and their packaging, its technical and commercial documents, its written, audiovisual or online communication media (including websites) or on its works, where applicable.
- remove any mention of the Trademarks from its FDES, its products and their packaging, its technical and commercial documents, its written, audiovisual or online communication media (including websites) or on its works, where applicable,

Failing this, the User having been deprived of its right of use will be considered an infringer within the meaning of article L 713-2 et seq. of the French Intellectual Property Code.

The HQE Association may take any legal action it deems appropriate in the event of improper or non-compliant use of the Trademarks.

Termination of the right to use the Trademarks immediately entails the obligation for the User to remove all references to the Trademarks from the communication media and the general terms and conditions of sale of the offer concerned.

In exceptional circumstances and at the reasoned request of the User, the HQE Association may, on the advice of the INIES Programme, grant the User a period of time in which to bring its offer into compliance with the regulations for use and recover its right to use the Trademarks.

A reasoned request for a delay in compliance must be sent to the HQE Association by registered letter with acknowledgement of receipt. If the extension is granted, it may not exceed two months and must be notified in writing.

#### **V. Amendments to the rules of use**

These rules of use may be updated without notice.

The HQE Association informs all Trademark Users of changes decided by:

- publication of the new conditions on the Programme website [www.inies.fr](http://www.inies.fr);
- sending a letter to each user registered in the Programme

Users are invited to modify their operations accordingly and inform the HQE Association. Should a delay in compliance be necessary, the Users shall notify the HQE Association of their difficulties by registered letter with acknowledgement of receipt. The HQE Association may grant a deadline for compliance, which may not exceed two months. Once compliance has been achieved, the User must demonstrate that the offer complies with the regulations.

Failing this, Users lose their right to use the Products in question.

#### **VII. Jurisdiction in the event of a dispute**

In the event of a dispute arising between the rights holder and a User concerning the use of the Trademarks, the competent court will be the Tribunal de Grande Instance de Paris, pursuant to article L 716-3 of the French Intellectual Property Code and article 46 of the French Code of Civil Procedure.

It may only be modified by means of a written amendment.



## APPENDIX G2 - Rules for use of the "INIES-verified LCI" trademark

### Preamble

The HQE Association has owned and managed the INIES database since 2011.


Available at [www.inies.fr](http://www.inies.fr) INIES is a database that centralises FDES for construction products, Product Environmental Profiles (PEP) for equipment, data on services (energy, water, etc.) and ICV for materials, etc.

To make it easier to visually identify the compliance and registration of an ICV with the INIES

verification programme, the names and images  and  were registered as simple collective trademarks on 7 December 2020 at the Institut National de la Propriété Industrielle by the HQE Association.

### I. Purpose

The purpose of these regulations is to define the terms and conditions for the use of the

and  collective trademarks (hereinafter the Trademark or collectively the Trademarks).


The Trademarks are the exclusive property of the HQE Association.


These regulations therefore specify how LCI declarants who are compliant and registered with the INIES verification programme may use the Trademarks.

These rules of use have been drawn up within the framework of the Intellectual Property Code, which defines the status and regime of collective trademarks (Articles L 715-1, L 715-2 and L 715-3 of the Intellectual Property Code).

### II. Definitions

*User regulations:* this document constitutes the user regulations.

*Trademarks:* Trademarks are taken to mean the simple collective trademark  and

, registered with the INPI under no. 20 4 709 687 on 7 December 2020, on behalf of the HQE Association, in classes 1; 2; 6; 9; 11; 16; 17; 19; 20; 27; 35; 36; 37; 39; 40; 41; 42; 43 and 45;

the trademark registered under no. 20 4 709 687 is a square logo with a round inner border, a blue-green gradient and a straight white font.

*INIES verification programme:* voluntary programme for the development and use of environmental and sanitary declarations based on a set of operating rules. Hereinafter referred to as "the Programme".

*INIES-verified ICV:* refers to a Life cycle information module that complies with and is registered with the Programme.

*INIES-verified ICV declarant:* refers to any type of economic operator involved in the placing on the market of construction and decoration products intended for sale to consumers (manufacturers, agents and importers) who carries out an ICV that complies with and is registered with the Programme. This INIES-verified ICV can be individual or collective. Hereinafter referred to as "The Declarant".

*Trademark Users:* refers to ICV Declarants verified by INIES who have authorisation to use the Trademarks

*Products:* defines construction products (products defined in Article 2(1) of Regulation (EU) No 305/2011 of the European Parliament and of the Council of 9 March 2011) and decorative products (products used to cover walls, floors and ceilings).

*INIES verifier:* Refers to a natural person whose knowledge and skills in environmental declaration have been recognised in accordance with the procedures set out in the Programme.

The procedure for accreditation of INIES Verifiers is specified on the website in the "verification programme" section.

### **III. Conditions of use of the Trademarks by the Users**

#### **a. Trademark User eligibility conditions**

Use of the Trademarks is reserved for INIES-verified ICV Declarants.

#### **b. Trademark use application procedure**

After validation of the programme registration request, including acceptance of the conditions of use (see appendix A), the programme manager sends the logos to the ICV Declarant. Upon receipt of payment, the latter becomes a user of the Trademarks and has the right to use them as defined below.

#### **c. Right to use the Trademarks as Trademark User**

In its capacity as user of the Trademarks, the User holds a right of use over the Trademarks for the period mentioned in III e) of these regulations.

By virtue of this right of use, the User may use and affix the Trademarks on the ICV presentation document, on any technical and commercial document, and on any advertising or institutional communication medium, whether in material media or online. The Product must also be expressly designated in the "Name of commercial references covered by manufacturers" section on the verified and published ICV.

The right to use the Trademarks is strictly personal to the User holding the right to use the Trademarks and may not be assigned, conceded to a third party, pledged or seized without the written authorisation of the HQE Association.

#### **d. Commitments of the Trademark User**

The right to use the Trademarks is granted to the User solely for the Products referred to in the INIES-verified ICV and published in the INIES database.

The use of the Trademarks on any technical and commercial document, communication medium, written, audiovisual or online (including websites) of the User must allow the Products to be designated without ambiguity or equivocation.

To this end, the Trademark User undertakes, in particular through the use and layout of clear signage on all technical and commercial documents, written, audiovisual or online communication media (including websites), to avoid any risk of confusion between the Products to which the Trademarks are attributed and those that are not.



Lastly, it shall inform the HQE Association of the existence and progress of any proceedings brought against it by one of its customers, for one of its products whose communication media refer to the Trademarks, where the dispute calls into question the User's compliance with the rules of use.

**e. Duration of the right of use**

The right to use the Trademarks remains in force until the end of the validity of the INIES-verified ICV, i.e. a maximum of five years.

**f. Termination of the right of use**

The right to use the Trademarks lapses as soon as the User no longer complies with the conditions and obligations set out in the regulations for use.

**IV. Control of the use of the Trademarks**

**a. Procedures for monitoring the use of the Trademarks**

The use of the Trademarks may be checked by any accredited representative of the HQE Association.

At the request of the HQE Association, the Trademark User must hand over all documents proving the actual use of the Trademarks, such as ICV, products, packaging, technical and commercial documents, written, audiovisual or online communication media (including websites), etc.

All Trademark Users are required to inform the HQE Association immediately of any fact of which they are aware that may affect the Trademark.

The HQE Association will take all necessary steps to monitor the use of the Trademarks.

**b. Penalties for improper use of the Trademarks**

In the event of any non-compliant use of the Trademarks, the HQE Association will impose the following sanction(s) on the Trademarks User who fails to comply with these rules of use or with current legislation:

- warning;
- temporary suspension of the right to use;
- deletion from the list of Users;
- permanent withdrawal of the right to use.

The last three sanctions mentioned above may be published on the INIES website.

Before each decision, the INIES Programme will hear the User concerned.

The User penalised by the temporary or permanent loss of the right to use the Trademarks must, on receipt of notification of the penalty, immediately cease, temporarily or permanently, all use of the Trademarks on any medium whatsoever, and in particular:

- not / no longer use the Trademarks on its ICV, its products and their packaging, its technical and commercial documents, its written, audiovisual or online communication media (including websites) or on its works, where applicable.
- remove any mention of the Trademarks from its ICV, its products and their packaging, its technical and commercial documents, its written, audiovisual or online communication media (including websites) or its works, where applicable,

Failing this, the User having been deprived of its right of use will be considered an infringer within the meaning of article L 713-2 et seq. of the French Intellectual Property Code.



#### APPENDIX G TO THE INIES PROGRAMME RULES

The HQE Association may take any legal action it deems appropriate in the event of improper or non-compliant use of the Trademarks.

Termination of the right to use the Trademarks immediately entails the obligation for the User to remove all references to the Trademarks from the communication media and the general terms and conditions of sale of the offer concerned.

In exceptional circumstances and at the reasoned request of the User, the HQE Association may, on the advice of the INIES Programme, grant the User a period of time in which to bring its offer into compliance with the regulations for use and recover its right to use the Trademarks.

A reasoned request for a delay in compliance must be sent to the HQE Association by registered letter with acknowledgement of receipt. If the extension is granted, it may not exceed two months and must be notified in writing.

#### **V. Amendments to the rules of use**

These rules of use may be updated without notice.

The HQE Association informs all Trademark Users of changes decided by:

- publication of the new conditions on the Programme website [www.inies.fr](http://www.inies.fr);

Users are invited to modify their operations accordingly and inform the HQE Association. Should a delay in compliance be necessary, the Users shall notify the HQE Association of their difficulties by registered letter with acknowledgement of receipt. The HQE Association may grant a deadline for compliance, which may not exceed two months. Once compliance has been achieved, the User must demonstrate that the offer complies with the regulations.

Failing this, Users lose their right to use the Products in question.

#### **VII. Jurisdiction in the event of a dispute**

In the event of a dispute arising between the rights holder and a User concerning the use of the Trademarks, the competent court will be the Tribunal de Grande Instance de Paris, pursuant to article L 716-3 of the French Intellectual Property Code and article 46 of the French Code of Civil Procedure.

It may only be modified by means of a written amendment.