



# Rules Governing the Use of the MINERGIE® Quality Mark (International)

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# 1 General

## 1.1 Scope of Application

These rules apply to all countries outside Switzerland and outside the Principality of Liechtenstein. The provisions governing the use of the MINERGIE® trademark in Switzerland and the Principality of Liechtenstein as well as the building certification guidelines in Switzerland / the Principality of Liechtenstein are regulated separately.

The material scope of these rules extends to the MINERGIE® trademark and the following standards:

- MINERGIE® LATAM
- MINERGIE® Mexico
- MINERGIE® Chile
- MINERGIE® Italy
- MINERGIE® District

The certification procedure for highly functional and spatially complex buildings, with very noticeable multiple uses or user-dependent production facilities, will be determined by the Swiss Minergie Association on a case-by-case basis.

## 1.2 Certification Regulations

Based on the Rules of Use, the Swiss Minergie Association publishes Certification Regulations that govern specific requirements in terms of technology, certification procedures and fees for various products, including the following:

- Certification Regulations for buildings and districts under MINERGIE® LATAM, MINERGIE® Mexico, MINERGIE® District, MINERGIE® Chile, MINERGIE® Italia
- Certification Regulations for MINERGIE® building modules (selected building elements and components)

## 1.3 Precedence

In the event of contradictions, the specific provisions provided under the Certification Regulations shall prevail over the general provisions of these Rules of Use.

## 2 Definitions of Terms

### 2.1 MINERGIE®

Hereinafter "Minergie" refers to the protected trademark "MINERGIE®". Hereinafter "Minergie" also refers to all products and services offered by the Swiss Minergie Association, unless expressly stated otherwise.

### 2.2 MINERGIE Quality Mark®

The Minergie quality mark designates and qualifies goods and services that enable the rational use of energy and the dissemination of renewable energies, while improving quality of life, safeguarding competitiveness and reducing environmental pollution. The main objective of the mark is to reinforce public trust in these goods and services.

### 2.3 Trademark Ownership/Intellectual Property

The Swiss cantons of Zurich and Bern own the Minergie trademark and have made the Minergie trademark available to the Swiss Minergie Association for use for an unlimited period.

The rights to the Minergie quality mark belong exclusively to the Swiss Minergie Association. Users have no power over or rights to the Minergie trademark other than the contractual rights of use expressly granted in accordance with these rules. Granting of contractual rights of use to users does not include the transfer of full or partial rights nor does it include granting co-ownership or partial rights to the Minergie label.

Minergie is protected as an individual trademark; therefore, users do not have any unconditional right to certification against the will of the Swiss Minergie Association.

Users are obliged to respect the intellectual property of the Swiss Minergie Association. Within the scope of these rules, they acknowledge the existence and validity of the proprietary rights of the Swiss Minergie Association to the Minergie logo. Above all, users shall refrain from using similar symbols and from registering their own property rights and/or domain names with the Minergie component or similar components.

### 2.4 MINERGIE® Switzerland Association

The name "Minergie® Switzerland Association" refers to a politically independent and non-profit association as defined under Art. 60 et seq. of the Swiss Civil Code. Association membership is open to anyone whose registered office/residence is in Switzerland and who is interested in fulfilling the association's aims. Natural persons are admitted as individual members and legal persons, while institutions, specialized agencies, specialized offices and public bodies are admitted as collective members. The Swiss Minergie Association organizes all Minergie activities, in particular the use of the trademark, and ensures quality control. To this end, it may delegate part of its activities to appropriate public or private institutions and/or offices.

## 2.5 Users

Users are defined as the suppliers and users of Minergie products and services. In the case of the Minergie certificate, the term users also refer to applicants.

# 3 Using the MINERGIE® Brand for Products

## 3.1 General Provisions

To ensure the credibility of the Minergie quality mark, potential buyers and the public must be protected against any form of deceit regarding actual or expected compliance with Minergie requirements. However, it is also in the interest of users to be able to use the Minergie quality mark for advertising purposes. Specifically, it is important to avoid giving the impression that certain products or services correspond to the Minergie quality mark before final certification has been issued.

Minergie is a protected trademark and should generally be identified as such in any communication bearing the registration mark (®), preferably in capital letters: "MINERGIE®".

The distinction described in the following chapters applies to use in advertising.

## 3.2 Non-object-related Claims (Statements)

Claims not related to a specific object include, especially, statements of intent concerning the intended fulfilment of Minergie requirements. Within the framework of such statements, users are only permitted to use the

brand word "MINERGIE®" while using the  logo is not permitted.

Examples of acceptable wording:

- "Your competent partner for building in compliance with MINERGIE®".
- "We create buildings that meet the MINERGIE® standard."

## 3.3 Object-related Claims (Statements)

Only buildings, neighbourhoods or modules can be certified as Minergie. Individual building products (e.g. parquet flooring, showers/shower heads, etc.) cannot be certified and therefore cannot be advertised with the Minergie trademark.

As far as buildings, districts and building modules are concerned, use of the Minergie label is only permitted if certification is available. If no such certification is available, using designations such as "Minergie standard" is not permitted, regardless of whether the relevant energy criteria have been met from a technical standpoint. For quality assurance reasons, designating a building/neighbourhood/module as Minergie will always require review by the certification body in accordance with the relevant specifications.

Claims and communications using the Minergie label as a feature in informational products, goods (e.g. certain buildings, construction projects, planning, building technology products, systems, etc.) or services with reference to certain certified buildings are only permitted under the following restrictions:

### 3.3.1 Claims (Statements) prior to Official Project Registration

Any claims, statements or information disseminated in relation to a project must avoid giving the impression that certain products or services correspond to the Minergie quality mark. The use of the corresponding logo is not permitted.

Examples of acceptable wording prior to official project registration:

- "Certification under MINERGIE® is foreseen"
- "MINERGIE® standard expected"

Examples of unacceptable wording prior to official project registration:

- "The building complies with the MINERGIE® standard."
- "MINERGIE® Certified"
- "Built according to MINERGIE®"

### 3.3.2 Using the Trademark after Official Project Registration

Products or services are expected to meet or will meet the Minergie quality mark in the immediate future. When using the quality mark, care should always be taken to avoid giving the impression that a building or service has been verified as compliant with the Minergie standard before the certification process begins. Using the logo is prohibited.

Examples of acceptable wording after official project registration:

- "Planned as a MINERGIE® building."
- "To be built to the MINERGIE® standard."
- "MINERGIE® certification application has been submitted."

Examples of unacceptable wording after official project registration:

- "MINERGIE® Certified"
- "Tested with MINERGIE®"

### 3.3.3 Using the Trademark after Successful Certification/Review

#### **Minergie Standard**

If a building is provisionally certified, the quality label may be used whenever possible by referring to the provisional certification and using the registration number.

After final certification, use of the quality label is unrestricted, when indicating the registration number.

Using the corresponding logo to communicate information about the building is permitted after provisional certification and onwards, provided that the associated claims remain factually correct.

Examples of acceptable wording after successful certification/review:

- "This apartment building is MINERGIE® certified."
- "This is a MINERGIE® building."
- "This building is being built to the MINERGIE® standard."
- "MINERGIE® House for Sale"

### **Construction Modules**

Building module that have obtained Minergie certification may use the quality seal without any restriction.

Using the corresponding logo to advertise the module is permitted.

Examples of acceptable wording:

- "The XYZ window is certified according to the MINERGIE® window module."
- "The XYZ door is a MINERGIE® module."



## 4 Using the MINERGIE® Trademark for Informational Products

Seminar, conference and exhibition organizers, as well as publishers of other media (publications, videos, Internet publications) may use the Minergie brand (including the logo) provided that the form and content of the market service are in line with Minergie's objectives. To do so, users must obtain prior approval from Minergie's agency. Said approval allows for conducting communication activities with the Minergie brand in connection with the respective marketplace service, provided that the claims associated with Minergie are factually correct.

Examples:

- "MINERGIE® event on sustainable construction"
- "MINERGIE® technology, the way to ..." - Brochure, book, homepage entry

## 5 Using MINERGIE® Documents or Tools

All Minergie documents and tools can be downloaded free of charge from the website.

If Minergie documents or tools are used without any direct connection to Minergie (certification, advertising of Minergie buildings, etc.), the "MINERGIE®" font or the Minergie logo must always appear clearly.

## 6 Rates

Regardless of the billing address data, the applicant is deemed to be the debtor of the fee indicated for the application process. By signing the application form, the applicant (either himself or proxies signing on his behalf) acknowledges the fees and costs as stated and undertakes to pay them by the payment deadline stated on the invoice issued by the certification body. The creditor of the payment and/or fee is the Swiss Minergie Association. However, the responsible certification bodies are authorized to directly charge users an application fee for all applications they process on behalf of the Swiss Mining Association. The Swiss Mining Association is also free to assign the corresponding claims for payment to the certification body or to third parties for collection purposes.

The regular rates and services included therein, as well as additional rates for services not included, are specified under the Certification Rules.

In case of withdrawal, abandonment, rejection or interruption of the certification procedure, all costs incurred up to the moment of withdrawal, rejection and interruption will be charged.

Unless otherwise indicated, rates do not include VAT. They must be paid within 30 days of invoicing, unless otherwise indicated. Late payment reminder fees may be charged.

## 7 Sanctions/Violations of the Rules

If users violate the provisions contained in these Rules of Use, the Certification Rules or the associated Annexes, the certification body or the Swiss Minergie Association may, at its discretion, impose the following

sanctions individually or cumulatively. As for the Swiss Minergie Association, it is the only one that may impose a contractual sanction, which may include:

- 1 Written request to correct defects within three months.
- 2 A six-month suspension of the procedure.
- 3 Definitive withdrawal of the rights to use the quality mark.
- 4 Contractual penalty for infringement, in the event the Minergie quality label and/or Minergie certificate are used in a manner non-compliant with regulations, including false statements during the certification procedure or unacceptable use of the label in communications:
  - Contractual penalty for buildings  $\leq 5,000$  m<sup>2</sup> (built-up area) = US\$ 5,000 (to be converted into local currency at the prevailing exchange rate).
  - Contractual penalty for buildings  $> 5,000$  m<sup>2</sup> (built-up area) and neighbourhoods = US\$ 10,000. (to be converted into local currency at the prevailing exchange rate).
  - Contractual penalty for each Minergie construction module up to US\$ 5,000 (to be converted into local currency at the prevailing exchange rate).

Even if the contractual penalty is paid or the behaviour complies with the penalty, this does not exempt the party from the subsequent fulfilment of any obligations that may arise from these rules. In addition to the aforementioned sanctions, other claims for damages and other compensation by the Swiss Minergie Association are reserved in all cases. The right to assert claims for the elimination of conditions that are contrary to rules or otherwise unlawful is also reserved.

In the event of false claims in the context of the certification procedure, particularly relative to the presentation of supporting construction documents, the right to take criminal action is also reserved.

All costs incurred by the Swiss Minergie Association and/or the certification body in connection with non-compliance with the provisions of these rules and the possible assessment of penalties may be transferred by the Swiss Minergie Association to the offending user. This also includes attorney's fees and other legal expenses, including legal fees for court, debt enforcement or administrative proceedings.

Acknowledgement of these rules also implies acknowledging that the only applicable legislation is that of Switzerland.

## 8 Responsibility

By means of the mark and its Rules of Use or its Certification Regulations, the Swiss Minergie Association offers guidance exclusively in the sense of a quality mark or the service of a certification company. Any liability of the Swiss Minergie Association is limited to the faithful and diligent application of the approval and certification procedure in accordance with these Rules of Use or the Certification Regulations.

The responsibility of the Swiss Mining Association for the certification bodies commissioned by it is limited to the correct selection and instruction of the certification bodies.

No claims for damages against Minergie Association Switzerland may arise from the use of the Minergie quality mark by users and third parties and from the warranties given in this respect by users or third parties. Any liability on the part of the Swiss Minergie Association for the execution and quality of constructions by users or third parties is excluded. Only the relevant purchase or construction contracts between the user and the builder or purchaser are decisive for such liability, in which the Swiss Mining Association has neither the status of a party nor a contractual warranty obligation.

## 9 Data Confidentiality / Protection

All non-public information exchanged between the user and the Swiss Minergie Association or the certification body within the framework of the contractual relationship shall be kept confidential and treated in accordance with the Data Protection Act. Users' intellectual property rights on drawings or other products protected under intellectual property law are guaranteed in all cases.

The following minimum information for the Minergie building list is always exempt from the obligation of confidentiality: Certificate number, location, category of the building (new construction or renovation), type and use of the building, and floor area. For the further development and validation of the rules, the Swiss Minergie Association reserves the right to use further building- or neighbourhood-specific data included in the application. Calculations based on this data are anonymous; no direct reference to the building or neighbourhood can be established.

The certification body and/or the Minergie Association Switzerland shall be entitled to grant the client and/or the building owner access to the certification documents (including correspondence with the Minergie expert) without consulting the Minergie expert. This is subject to guarantees by the client/building owner that the information accessed shall only be used for the client's own purposes and shall not be published. All other project participants or other persons (e.g. tenants) are only entitled to consult the certification documents with the consent of the applicant.

In the event of ongoing legal or official proceedings, Minergie Association Switzerland shall be entitled, in any case and without prejudice to the present confidentiality requirement, to hand over documents to the courts or authorities under court or official order. Thereinafter the user shall be responsible for enforcing any confidentiality requirements against other procedural parties and third parties within the framework of the applicable procedural laws or to ensure this by means of prior contractual agreements. In the event of a corresponding court or official order, the certification body and/or the Swiss Mining Association shall be entitled to refuse third parties the opportunity to inspect the documents provided for hereunder.

# 10 Final Provisions

## 10.1 Reservation / Effective Date

The Swiss Mining Association reserves the right to amend these Rules, their annexes, Certification Regulations, processes and review conditions to meet new economic and energy developments.

Any amendments to these Rules must be made in writing and approved by the Board of Directors of the Swiss Mining Association. Should any part of these Rules cease to become valid, it shall not affect the validity of the remaining provisions.

These Rules were adopted by the Board of Directors of the Swiss Mining Association on April 5, 2023, and shall enter into force on September 1, 2023.

However, certification procedures already in progress at the time of entry into force will be processed in accordance with the rules and regulations in force at the time of application.

## 10.2 Other documents

The Certification Regulations are an integral part of these Rules of Use.

As for the rest, reference is made to the Application Guidelines and other explanatory provisions published by the Swiss Mining Association.