

CONFIDENTIALITY AGREEMENT

BACKGROUND:

A. GRIHA Council is a registered society founded by The Energy and Resource Institute (“TERI”) along with other stakeholders for the interaction on scientific and administrative issues related to the development of sustainable buildings and habitats.

B. GRIHA Council is promoting the Green Rating for Integrated Habitat Assessment (“GRIHA”) and other green building ratings systems to encourage the sustainable development of buildings and habitats.

C. GRIHA Council carries out all activities related to the issuance of GRIHA and other green building ratings.

D. GRIHA Council in partnership with PSI Energy is organizing this training programme on “Mastering GRIHA documentation through live projects” for the professionals of construction industry. The intention of the course is to engage participants in a hands-on training on GRIHA documentation on clients live projects.

E. GRIHA Council may provide confidential information, to make participants understand documentation process while working on the clients live projects. **GRIHA Council wishes to ensure that the participants maintains the confidentiality of GRIHA Council's and its Client’s Confidential Information.**

F. In consideration of the benefits to the Parties (client, GRIHA Council and recipient/ participant as defined in the terms as stated below) of disclosing and receiving the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of **Confidential Information** -

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation in this clause apply in this Confidentiality Agreement:

Client: means any client of GRIHA Council seeking GRIHA ratings services from GRIHA Council.

Confidential Information: all confidential information, oral or written, (however recorded or preserved) disclosed or made available, directly or indirectly, by the GRIHA Council to the Recipient or its Representatives including but not limited to:

(a) The existence and terms of any agreement of GRIHA Council with the Evaluator, any Client(s) or any other party;

(b) any information that would be regarded as confidential by a reasonable business person relating to:

i. the business, affairs, customers, clients, vendors, plans, intentions, market plans or market opportunities of GRIHA Council or of any Client(s), and

ii. the operations, processes, process parameters, methods, practices, techniques, technical plans, product information, product specifications and similar information, financial information, know-how, designs, trade secrets, technology or software of GRIHA Council or of any Client(s);

iii. all other compilations of information which relate to the use, application or provision of any products or services, or the business of GRIHA Council or of any Client(s) and which has not been disclosed to the general public;

(c) all other information provided by or in relation to any Client(s) to the Evaluator for the Purpose;

(d) any information or analysis derived from the Confidential Information;

(e) all information and documents marked "confidential", "proprietary" or by some similar designation and all other information and documents not so marked, but which the Recipient believes or reasonably should believe are confidential or proprietary information of GRIHA Council or of any Client(s).

But not including any information that:

(a) is or becomes generally available to the public (other than as a result of its disclosure by the Recipient or its representatives in breach of this Confidentiality Agreement), (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or

(b) was available to the Recipient on a non-confidential basis prior to disclosure by GRIHA Council; or

(c) was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with GRIHA Council or otherwise prohibited from disclosing the information to the Recipient; or

(d) was lawfully in the possession of the Recipient before the information was disclosed to it by GRIHA Council as evidenced by written records; or

(e) the Parties agree in writing is not confidential or may be disclosed; or

(f) is trivial, obvious or useless. Provided that the Recipient has the burden of proving the application of any of the above exceptions. GRIHA Council has the right to inspect the Recipient's records to determine the source of any Confidential Information claimed to be within any of the above exceptions.

Purpose: Preparing the documentation pertaining to Client projects to ascertain their GRIHA compliance for award of ratings and certification later. The purpose is to learn while working on a live project during this programme.

Recipient / Participant: shall mean the Party or its Representatives to whom the Confidential Information is disclosed.

2. VALUABLE SECURITY

The Recipient acknowledges that the Confidential Information is a valuable proprietary asset of GRIHA Council or the Client(s), as applicable, and such information is being disclosed solely for the Purpose.

3. OBLIGATIONS OF THE RECIPIENT

3.1. The Recipient shall keep the Confidential Information confidential and, except with the prior written consent of GRIHA Council, shall, and shall procure that its Representatives shall:

(a) not use or exploit the Confidential Information in any way except for the Purpose;

(b) not use or dispose off the Confidential Information except with the prior written consent of GRIHA Council, provided that the consent to any such use or disclosure may be withheld for any reason or no reason and may be granted upon such terms as GRIHA Council may establish from time to time at its own discretion;

(c) not disclose or make available the Confidential Information in whole or in part to any third party, without taking prior written consent of GRIHA Council and without first obtaining from each such person or entity a confidentiality agreement approved by GRIHA Council;

(d) not print, copy, reduce to writing or otherwise record, the whole or in part, any documents or magnetic media containing any of the Confidential Information except as strictly necessary for the Purpose and only with prior written consent of GRIHA Council

(and any such copies, reductions to writing and records shall be the property of GRIHA Council);

(e) not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;

(f) keep separate the Confidential Information from all documents and other records of the Recipient;

(g) apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use;

(h) Ensure that any document or other records containing Confidential Information shall be kept at its premises at [Provide address] and shall not remove or allow to be removed such document or records from its premises;

(i) not use the Confidential Information to file a patent application or any other type of intellectual property protection application in any country or to provoke an interference with any patent application which GRIHA Council or any Client(s) has filed or will file relating to the Confidential Information and improvements thereof or to amend any claim in any pending patent application to expand the claim to read on, cover, or dominate any invention (whether or not patentable) disclosed or suggested in the Confidential Information;

3.2. The Recipient may only disclose the Confidential Information to those of its Representatives who need to know this Confidential Information for the Purpose, provided that:

(a) it informs these Representatives of the confidential nature of the Confidential Information before disclosure and shall obtain from its Representatives enforceable undertakings to keep the Confidential Information confidential in terms at least as extensive and binding upon the Representatives as the terms of this Confidentiality Agreement are upon the Recipient;

(b) at all times, it is responsible for these Representatives' compliance with the obligations set out in this Confidentiality Agreement; and

(c) it keeps a written record of these Representatives.

3.3. The Recipient may disclose Confidential Information only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives GRIHA Council

as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 3.3 (Obligations of the Recipient), it takes into account the reasonable requests of the GRIHA Council in relation to the content of such disclosure.

4. RETURN OF INFORMATION AND ANNOUNCEMENTS

4.1. At the request of GRIHA Council, the Recipient shall promptly:

(a) Destroy or return to GRIHA Council, all documents and materials (and any copies of such documents and materials provided by GRIHA Council to the Recipient) containing, reflecting, incorporating, or based on the Confidential Information;

(b) Erase all the Confidential Information from its computer systems to the extent possible; and

(c) certify in writing to GRIHA Council that it has complied with the requirements of this clause, provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this Confidentiality Agreement. The provisions of this clause shall continue to apply to any such documents and materials retained by the Recipient.

4.2. If the Recipient develops or uses a product or a process which, in the reasonable opinion of GRIHA Council, might have involved the use of any of the Confidential Information, the Recipient shall, at the written request of GRIHA Council, supply to GRIHA Council information reasonably necessary to establish that the Confidential Information has not been used or disclosed in order to develop or use that product or process.

4.3. No party shall make, or permit any person to make, any public announcement concerning this Confidentiality Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction.

5. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

5.1. GRIHA Council or the Client(s), as applicable, reserve all rights in the Confidential Information. No rights in respect of the Confidential Information are granted to the Recipient and no obligations are imposed on GRIHA Council other than those expressly stated in this Confidentiality Agreement. In particular, nothing in this Confidentiality Agreement shall be construed or implied as obliging GRIHA Council to disclose any specific type of information under this Confidentiality Agreement, whether Confidential Information or not.

5.2. Except as expressly stated in this Confidentiality Agreement, GRIHA Council does not make any express or implied warranty or representation concerning any Confidential Information, or the accuracy or completeness of the Confidential Information.

5.3. The disclosure of Confidential Information by GRIHA Council shall not form any offer by, or representation or warranty on the part of, GRIHA Council to enter into any further agreement.

5.4. The Recipient acknowledges that damages alone would not be an adequate remedy for GRIHA Council or for any Client if such Client(s) under any provision of law may sue the Participant, for the breach of any of the provisions of this Confidentiality Agreement. Accordingly, without prejudice to any other rights and remedies it may have, GRIHA Council or any Client(s), as applicable, shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Confidentiality Agreement, ordered by any court of competent jurisdiction.

5.5. The Recipient shall be liable to GRIHA Council or any Client(s), as applicable, for the actions or omissions of its Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

I have carefully read and understood confidentiality clauses as stated above and agree to abide. Please allow me register as a participant to this programme:

I AGREE

DO NOT AGREE