

# **GREEN PRODUCTS CATALOGUE LISTING AGREEMENT**

**between**

**GRIHA Council**

**and**

( \_\_\_\_\_ )



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THIS AGREEMENT is dated [DATE] 2020

## PARTIES

- (1) **GRIHA Council** is registered as society under the Societies Registration Act, 1860 whose registered address is at [Plot No 10, Institutional Area, Vasant Kunj, New Delhi- 110 070] hereinafter referred to as the "**Listing Agency**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assigns) of the first part;

and

- (2) \_\_\_\_\_, [a company/partnership/sole proprietorship having its registered address at \_\_\_\_\_/ son/daughter of \_\_\_\_\_ and residing at \_\_\_\_\_] hereinafter referred to as the "**Client**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assigns) of the other part.

The Listing Agency and the Client shall hereinafter collectively be called the "**Parties**" and individually, as the "**Party**".

## INTRODUCTION

- (A) Listing Agency is a registered society founded by The Energy and Resource Institute, along with other stakeholders, for the interaction on scientific and administrative issues related to sustainable habitats in the Indian context.
- (B) The Client manufactures \_\_\_\_\_, more specifically identified in the Registration Form (the "**Product**").
- (C) The Client desires its Product to be listed on the Listing Agency's catalogue (the "**Catalogue**") of energy efficient / green products available on the Listing Agency's website [www.grihaindia.org](http://www.grihaindia.org) ("**Website**").

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions in this Clause apply to this Agreement:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when the banks in New Delhi are open for business.

**Catalogue:** has the meaning given to the term in Paragraph C of the Introduction.

**Certificate:** A certificate issued by the Listing Agency to the Client confirming the listing of the Product on the Catalogue.

**Client:** has the meaning given to this term in the preamble to this Agreement.

**Confidential Information:** has the meaning given to this term in Clause 13.1 (*Confidentiality*).

**Control:** Control or its cognate terms means, in relation to any Person:

- (a) direct or indirect control over the affairs of that Person; or

- (b) more than 50 per cent (50%) of the total voting rights conferred by all the issued shares or equity interests in the capital are of that Person; or
- (c) the right to determine the composition of the majority of the members of the main Board of Directors or any management committee or similar body of that Person; or
- (d) the right to otherwise direct the management of that Person.

**Dispute:** has the meaning given to this term in Clause 24.1 (*Governing Law and Dispute Resolution*).

**First-Named Person:** has the meaning given to this term in the definition of the term "Group" in Clause 1 (*Definitions and Interpretation*).

**Force Majeure:** has the meaning given to this term in Clause 15.1 (*Force Majeure*).

**Group:** with respect to any Person (the "**First-Named Person**"), any other Person which directly Controls, or is Controlled by, or is under common Control with such First-Named Person.

**Listing Agency:** has the meaning given to this term in the preamble to this Agreement.

**Listing Notice:** has the meaning to this term in Clause 5.2 (*Registration and Fees*).

**"Party" or "Parties":** have the meaning given to these terms in the preamble to this Agreement.

**Person:** includes an individual, company, partnership, concern, association, trust or other entity, corporate or unincorporated, or organization (whether or not having separate legal personality).

**Policy on use of Certificate and Marks:** The policy document regulating display and use of the Certificate issued by the Listing Agency, name, logos and trademarks of the Listing Agency and any entity belonging to Listing Agency's Group annexed as **Schedule-B**.

**Product:** has the meaning given to this term in paragraph B of the Introduction to this Agreement.

**Product Line:** A single product or group of products (maximum up to 10 nos.) which have similar application and manufactured by a single company.

**Registration Form:** Listing Agency's standard registration form, annexed to this Agreement as **Schedule-A**.

**Representatives:** employees, agents and other representatives of the Party.

**Services:** Services provided to the Client by the Listing Agency under this Agreement.

**Website:** has the meaning given to the term in Paragraph C of the Introduction.

- 1.2 Clause, schedules and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.
- 1.5 References to clauses and schedules are to the clauses and schedules of this Agreement.

## **2. SERVICES**

- 2.1 The Listing Agency has been retained by the Client to evaluate the Product and list the Product on the Catalogue, if found eligible by the Listing Agency.
- 2.2 Entry into and performance of this Agreement does not guarantee listing of such Product on the Catalogue.
- 2.3 The Client agrees that the Listing Agency may publicize, in any manner whatsoever, its engagement with the Client with respect to the Product.

## **3. SERVICES DISCLAIMER**

- 3.1 The Product evaluation by the Listing Agency is limited to the evaluation of the information regarding the Product provided by the Client in the Registration Form, and does not include actual evaluation of the Product itself.
- 3.2 In providing the Services, the Listing Agency does not in any way take the place of designers, contractors, manufacturers, producers, importers or sellers of the Products, who, notwithstanding Listing Agency's actions (direct, indirect, willful or inadvertent), are not released from any of their obligations.
- 3.3 The Listing Agency does not fulfill the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, performance of the Products.
- 3.4 The listing on the Catalogue covers only those products specifically covered under the scope of the Services agreed with the Client in the Registration Form. Clients remain solely liable for any defect in the Products and shall defend, protect and indemnify the Listing Agency from any and all defects, claims or liability arising from said Products.
- 3.5 The Client's release of any third party from its liabilities, obligations and duties with respect to the Products will not cause the liability to Listing Agency to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties, including unfulfilled liabilities of a third party.
- 3.6 Unless specifically agreed to the contrary between the Parties and incorporated into the scope of the Services under the Agreement, any documents provided by the Client, including but not limited to BIS certification or ISO certification, images of the Product provided to the Listing Agency, shall be considered to be for information only, without either extending or restricting Listing Agency's scope of Services or obligations under the Agreement.
- 3.7 Listing on the Catalogue is based only on the documents and other information provided to the Listing Agency and actually reviewed by the Listing Agency for the performance of the Services. The Listing Agency cannot be held liable for any error, omission, or inaccuracy in the Catalogue to the extent that Listing Agency has been given erroneous or incomplete information by the Client or its Representatives or otherwise.
- 3.8 The listing of the Product on Catalogue does not exempt Clients from their legal obligations in respect of delivery of the products or any services to their clients.
- 3.9 Nothing in this Clause 3 (*Services Disclaimer*) shall cause prejudice to the provisions of Clause 14.1 (*Limitation of Liability*).

## **4. CLIENT OBLIGATIONS**

- 4.1 The Client shall:
  - 4.1.1 Co-operate with the Listing Agency in all matters relating to the Services; and

- 4.1.2 Provide the Listing Agency in a timely manner, such information as Listing Agency may require for the proper performance of the Services and ensure that such information is accurate in all material respects.

## **5. REGISTRATION AND FEES**

- 5.1 On receipt of the completed Registration Form from the Client, the Listing Agency shall review the information provided by the Client in the Registration Form.
- 5.2 On review of the Registration Form, if the Listing Agency decides to allow the Product to be listed on the Catalogue, it shall notify the Client about its decision ("**Listing Notice**").
- 5.3 On receipt of the Listing Notice, and if deemed eligible for listing by the Listing Agency, the Client shall pay a one-time registration fee to the Listing Agency as mentioned in the Registration Form within thirty (30) days of the receipt of the Listing Notice ("**Registration Fee**").
- 5.4 The Product will be listed on the Catalogue only after receipt of the Registration Fee by the Listing Agency.

## **6. COMPLIANCE REVIEW**

The Listing Agency may at any time after the listing of the Product on Catalogue undertake a compliance review which may include requests for information from the Client about the Product or providing the Listing Agency with a sample of the Product for trial to the Listing Agency if determined by the Listing Agency to be feasible.

## **7. TERM OF LISTING**

- 7.1 The listing of the Product on Catalogue shall be valid only for two (2) years from the date on which the Product is listed on the Website. The Product will automatically get deleted from the Catalogue on expiry of such period.
- 7.2 Save as provided in Clause 7.1 above, in order to keep the Product listed on the Catalogue, the Client shall be required to re-fill a new registration form and pay the registration fee as provided in the new registration form. The Listing Agency shall conduct fresh evaluation of the information provided by the Client in the new registration form depending on which the Product will be re-listed on the Catalogue. [TO BE CONFIRMED]

## **8. CHANGES TO PRODUCT SPECIFICATIONS**

The Client shall inform the Listing Agency promptly of any changes to the Product that may affect the validity of listing of the Product on Catalogue. Changes in the process of manufacturing, use of different products to manufacture the Product, withdrawal of BIS or ISO Certification of the Product etc. are considered as changes which may affect the validity of listing of the Product on Catalogue. Listing Agency will take appropriate action, which may include suspension, withdrawal or modification of the listing of the Product on the Catalogue.

## **9. USE OF INTELLECTUAL PROPERTY**

- 9.1 The Client shall not use or display the name or any trademarks or other intellectual property of the Listing Agency or any entity belonging to Listing Agency's Group for any purpose, including for promotion or marketing of the Products, except as provided under Clause 9.2 (*Use of Intellectual Property*). The Client grants an irrevocable license to the Listing Agency of all trade marks and other intellectual property associated with the Client and the Products along with any rights over images of the Products for display on the Catalogue for the term of this Agreement.

- 9.2 The Client may use the trademarks or other intellectual property of the Listing Agency or any entity belonging to Listing Agency's Group in accordance with the Policy on use of Certificate and Marks.

## **10. REMOVAL OF PRODUCTS FROM GRIHA PRODUCTS CATALOGUE**

- 10.1 The Listing Agency reserves the right to remove the Product from the Catalogue at any time without prior notice. If deemed necessary, the Client may be given opportunity to take corrective action before a final decision is taken on what action the Listing Agency should take.
- 10.2 The Listing Agency reserves the right to publish the fact that such action has been taken on its Website or through any other medium as it may deem fit.

## **11. PROCEDURE FOR COMPLAINTS**

The Client may make a complaint against any action of the Listing Agency in writing to [insert address] attention to: [ ], email: [ ].

## **12. DATA PROTECTION**

- 12.1 The Client acknowledges that the Listing Agency has undertaken all reasonable physical and information technology measures to ensure data confidentiality and privacy and that Listing Agency has provided the Client with full opportunity to access, understand, and inspect the security measures undertaken by the Listing Agency to protect the data of the Client shared with the Listing Agency and stored on Listing Agency's systems. The Client further acknowledges that the security measures adopted by the Listing Agency are reasonable and adequate for the protection of the data of the Client.
- 12.2 The Client acknowledges that the Listing Agency may at its discretion (i) delete all information shared by the Client with the Listing Agency after the Product is listed or denied listing, or (ii) archive and / or maintain records of all information shared by the Client with the Listing Agency for a period of up to seven (7) years from the date such information is first provided to the Listing Agency.
- 12.3 Notwithstanding anything to the contrary contained in this Agreement, the Client acknowledges that it shares data with the Listing Agency at its own risk and that the Listing Agency will not be responsible for loss or leakage of any data related to the Client under any circumstances.

## **13. CONFIDENTIALITY**

- 13.1 "**Confidential Information**" shall mean any information disclosed in whatever form, by a Party to the other Party including, but not necessarily limited to, technical, environmental, commercial, legal, and financial information relating directly or indirectly to the Parties and/or to the Agreement.
- 13.2 Subject to this Clause 13 (*Confidentiality*), each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Agreement except to its Representatives, without the prior written consent of the Party that disclosed the Confidential Information.
- 13.3 The confidentiality undertaking shall not apply to any information:
- 13.3.1 which is publicly available or becomes publicly available through no act of the receiving Party;
- 13.3.2 which was in the possession of the receiving Party prior to its disclosure;

- 13.3.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
- 13.3.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
- 13.3.5 which is disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or
- 13.3.6 which is disclosed to a Representative of the Party on a need-to-know basis.
- 13.4 Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Agreement shall be subject to the same confidentiality obligations as provided under this Agreement.
- 13.5 On expiry or termination of the Agreement for any reason and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit the Listing Agency from maintaining copies of the information in accordance with its record retention policies and document retention policies as may be required by law.

#### **14. LIMITATION OF LIABILITY**

- 14.1 Listing Agency or any entity belonging to Listing Agency's Group shall not be liable to the Client for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).
- 14.2 Without prejudice to Clause 14.1 (*Limitation of Liability*), the total liability of Listing Agency and its Representatives, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services and the performance, or contemplated performance, of the Agreement shall be limited to the amount of fees paid or payable by the Client to the Listing Agency in respect of the Services that give rise to Listing Agency's liability to the Client.

#### **15. FORCE MAJEURE**

- 15.1 "Force Majeure" shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Client or the Listing Agency unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.
- 15.2 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure. If the disability continues for more than fifteen (15) days, then the non-disabled Party will have the right to terminate this Agreement without incurring any liability whatsoever.

#### **16. ENTIRE AGREEMENT AND VARIATION**

This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.



**17. ASSIGNMENT**

Except as otherwise provided in this Agreement, no Party may assign, sub-contract, or deal in any way with any of its rights or obligations under this Agreement or any document referred to in it, save that the Listing Agency may assign its rights and obligations under this Agreement to any entity belonging to its Group without prior written notice to the Client.

**18. AMENDMENT**

Any waiver, amendment or modification of any provision of this Agreement shall not be effective unless in writing and signed by the authorized Representatives of both the Parties.

**19. NOTICES**

- 19.1 Any notice or any other communication required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or by email, to each party required to receive the notice or communication at its address as set out below:

19.1.1 LISTING AGENCY: Secretary, GRIHA Council, A-260, Bhisham Pitamah Marg, Defence Colony, New Delhi - 110024. EMAIL ID: info@grihaindia.org

19.1.2 CLIENT: [CONTACT NAME] [ADDRESS] [EMAIL ID: ]

or as otherwise specified by the relevant party by notice in writing to each other party.

- 19.2 Any notice or other communication shall be deemed to have been duly received:

19.2.1 if delivered personally, when left at the address and for the contact referred to in this clause; or

19.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

19.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 19.3 A notice or other communication if delivered by email on the email addresses mentioned in Clause 19.1.1 and 19.1.2 (*Notice*), on the date and the time of sending the email provided such email has not returned undelivered.

**20. SURVIVAL**

The termination of this Agreement by either Party for any reason shall not affect rights and obligations of the Parties accrued prior to the effective date of termination, more particularly, shall not release the Parties hereto from their rights and obligations under Clause 1 (*Definition and Interpretation*), Clause 9 (*Use of Intellectual Property*), Clause 13 (*Confidentiality*), Clause 14 (*Limitation of Liability*), Clause 16 (*Entire Agreement and Variation*), Clause 19 (*Notices*), Clause 20 (*Survival*), Clause 21 (*Severability*), Clause 23 (*Rights of Third Parties*) and Clause 24 (*Governing Law and Dispute Resolution*).

**21. SEVERABILITY**

If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, that provision shall be ineffective to the extent of such illegality, invalidity, or unenforceability but the other provisions shall remain in force.

**22. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which is to be deemed to be an original but all of which constitute one and the same agreement. The counterparts may be executed and delivered by one Party to the other Party, either physically or through electronic means.

**23. RIGHTS OF THIRD PARTIES**

23.1 To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement.

23.2 The Parties may terminate, rescind or vary this Agreement without the consent of any person who is not a party to this Agreement.

**24. GOVERNING LAW AND DISPUTE RESOLUTION**

24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) ("**Dispute**") shall be governed by and construed in accordance with the laws of the Republic of India.

24.2 Any Dispute shall be referred to and finally resolved by arbitration before sole arbitrator to be proposed by the Listing Agency; provided that such proposal may be vetoed by the Client; provided further that the Client may not veto such proposal on more than two occasions for the same Dispute. The seat of arbitration shall be New Delhi. The language to be used in the arbitration shall be English.

24.3 The Parties irrevocably agree that the courts of New Delhi shall have exclusive jurisdiction.

24.4 The prevailing Party in any arbitration or litigation proceeding shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorneys' fees, incurred in the action or proceeding.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]  
for and on behalf of Listing Agency

Signed for and on behalf of Client

Signed by \_\_\_\_\_

.....

Title:

Date:

Date:

**Schedule-A**  
**Registration Form**

NAME (Mr. /Ms. /Dr.):

Designation:

COMPANY / ORGANISATION:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

Mobile:

E-MAIL ADDRESS:

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Form is being submitted for *(Please select one of the following)*:

- Registering new products (       )
- Renewal of already enlisted products (       )

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**Mandatory Questions**

1. Name the Product and highlight its Green features in brief.
  
  
  
  
  
  
  
  
  
2. Does your product comply with the requisite IS codes? Please mention the IS codes with which your product has to comply and submit soft copies of the acceptance letter / document of proof/acknowledgement of compliance given by BIS.
  
  
  
  
  
  
  
  
  
3. Provide the CPCB compliance document for the manufacturing plant.

**Optional Questions**

4. Do you monitor energy consumption of the entire manufacturing process? Would you be willing to share that information for embodied energy studies?
  
  
  
  
  
  
  
  
  
5. Any studies and information on the life-cycle cost/benefits of the product.

Please email this completed form along with payment details for registration to:

[ankit.bhalla@grihaindia.org](mailto:ankit.bhalla@grihaindia.org) or [info@grihaindia.org](mailto:info@grihaindia.org)

Or

Send the completed registration forms along with demand draft / cheque to:

GRIHA Council  
The Energy and Resources Institute,  
Darbari Seth Block, India Habitat Centre,  
Lodi Road, New Delhi-110003.  
Phone Number: 011- 24682100 Extension: 2261  
Fax: 011-24682144 / 24682145

**Registration fees:**

**New Registration:**

Rs. 25,000/- per product line as defined plus government taxes

**Renewal of Registration:**

Rs. 15,000/- per product line as defined plus government taxes

The registration fee includes evaluation of the documents and publishing of the information of the accepted products online.

**Details for Electronic Payment:**

Name of A/C Holder:	GRIHA Council
Account Number:	<b>62122842289</b>
Name of the bank:	State Bank of India
Branch name:	SCOPE complex, New Delhi-110003
Full address of the bank:	Scope Complex, Lodhi Road, New Delhi – 110 003
Code of Branch:	20511
Telephone/Fax:	011-24656721
NEFT IFSC code:	SBIN0020511
RTGS IFSC Code:	SBIN0020511
Type of Account:	SAVING
9 Digit MICR Code:	110004005
PAN No :	AABAA4699M
Service Tax Regn. No :	AABAA4699MSD002

**Please note the following:**

If you choose electronic transfer for registration fees, kindly mention your *name* along with the following statement in the comments: -

“2019HH07 <Company name>”

**Guidelines for submission of documents**

- **Soft copy submission (preferably):**
  - Ensure that the individual documents are less than 3 MB each and each email has attachments less than 8 MB.
  - Fill up the necessary information in the documents in a different font/colour.
  - The information in response to the questions should be clear.
  - If attaching photographs in the documents please ensure that the date and time settings in the camera are turned on.
- **Print Submission:**
  - All documents printed should be in A4 size or A3.
  - Please fill up the necessary information on the soft copy and sign the documents before sending.
  - The information in response to the questions should be clear and legible.
  - If attaching photographs in the documents please ensure that the date and time settings in the camera are turned on.

## Schedule-B

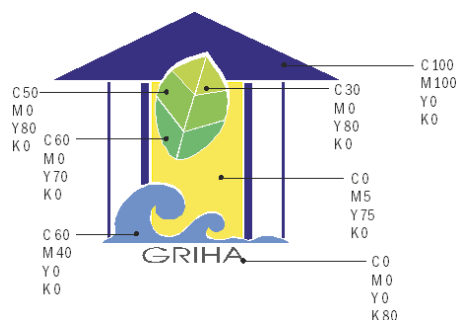
### Policy on Use of Certificate and Certification Marks

The GRIHA logo is a registered trademark and all rights of use of the logo rest solely with GRIHA Council.

The GRIHA logo can be used on all products that are listed on the GRIHA website under the Product Catalogue section. The display of the logo on the specific product is the only identification that the product is listed by GRIHA Council. The use of the GRIHA logo does not indicate certification of the product manufacturer by GRIHA. The GRIHA logo must not be used without prior authorization/approval of GRIHA Council. The manufacturer is not authorized to use the GRIHA logo once the product listing has expired.

The GRIHA Product Catalogue certificate (sent by GRIHA Council in print) can be used for physical display or in digital format after being scanned. Its content must NOT be edited in any manner.

The CMYK values for the GRIHA logo are provided below and must be adhered to for all print purposes:



#### Authorized:

- The GRIHA logo should be used to identify only that product which has been enlisted by GRIHA, in accordance with this contract.
- The GRIHA logo can be used on product brochures, advertisements, websites etc. to identify the enlisted products.
- The GRIHA logo must be used with a white background and without any alterations to its final colours. Care should be taken to ensure that all final display materials (print/electronic) correctly display the GRIHA logo.

#### Not Authorized:

- The GRIHA logo must not be used on products which have not been enlisted by GRIHA. If a specific model number of a particular product range has been approved, the logo must be used only for that specific product and not for the range as a whole.
- The proportions/integrity of the GRIHA logo must not be altered in any manner.
- The GRIHA logo should never be reproduced in a size smaller than 15 mm x 15 mm.

**Note:** The policy, on use of GRIHA certificate and certification marks, is available at [http://www.grihaindia.org/files/Terms-of-Use-of-GRIHA-Logo\\_April2015.pdf](http://www.grihaindia.org/files/Terms-of-Use-of-GRIHA-Logo_April2015.pdf)