

Mutual Recognition Agreement

Between



Thailand Environment Institute

and



Confederation of Indian Industry

Confederation of Indian Industry

May, 2019

Mutual Recognition Agreement

Thai Green Label Scheme and GreenPro Eco-labelling Scheme

This Agreement is made on 29th May, 2019 at 3rd Edition of 'GreenPro Summit' Pune, India

Between: **Thai Green Label Scheme**
Thailand Environment Institute (TEI)
16/151, Muang Thong Thani, Bond Street, Bangpood,
Pakkred, Nonthaburi 11120 Thailand

and **GreenPro Eco-labelling Scheme**
Confederation of Indian Industry (CII)
CII Sohrabji Godrej Green Business Centre
Survey No 64, Kothaguda Post Near Kothaguda Cross Roads,
Ranga Reddy Dist, Hyderabad - 500 084

Whereas the Thailand Environment Institute (hereinafter referred to as "TEI") is a national non-profit Ecolabelling organization in Thailand, operating the "Thai Green Label Scheme, and is the owner of the Ecolabel of the program identified as "Thai Green Label" (hereinafter referred to as "TGL");

Whereas, pursuant to the TGL Program, suppliers whose products are complied with TGL's criteria and requirements may be granted a license to use TGL certification mark in connection with such products;

Whereas the Confederation of Indian Industry (CII) is a non-governmental, non-profit, and industry-led organization in India. Hence, CII is the owner and operator of the ecolabelling scheme called "GreenPro".

Whereas, applicants of Greenpro scheme such as suppliers or producers who wish to be certified by the program will be granted a certificate to use GreenPro logo, when such products met the program's requirements and criteria.

Due to the determination of both parties to cooperatively promote environmental-friendly products and facilitate their productions, both parties agreed as follows.

0.0 Definitions:

In this Agreement,

"Agreement" means this Agreement, which can be amended or supplemented during the time when mutual Agreement of both parties is written hereto;

"Applicant" means producers, owners, or suppliers who wish to obtain certifications for their products. Hence, that certain products must meet the condition and criteria required by TEI or CII;

"Certification/Certified" conveys the products' approval into ecolabelling scheme given that such products must meet the programs' requirements. Once the requirements are met, the products shall enter the scheme, in effect, applicants are able to display the certification;

"Ecolabel" refers to the symbol or seal of the ecolabelling program, which is used on or in association with a product to acknowledge that product's compliance with relevant criteria;

"Ecolabelling program" refers to the TGL Program in Thailand or GreenPro eco-labelling scheme in India;

"License" refers a license allowing the right to display the Thai Green or GreePro labels, once that products are certified by TEI or CII, as the case may be;

"License fee" means the fees paid to the licensing organization, including but not limited to annual fee, marketing fee and certificate issuance fee;

"Verification fee" means the fees paid to the verification organization, including but not limited to on-site auditing fee, document auditing fee, etc.;

"Party" means TEI or CII;

"Parties" means both TEI and CII;

"Product" means any good or service.

1.0 Scope:

Section 1.1 The scope of this Agreement covers all current and proposed aspects of the TGL Program in Thailand and the GreenPro eco-labelling scheme in India.

2.0 Recognition and Acceptance:

Section 2.1 Both parties recognize and accept another party's operational system and procedures as transparent, open and credible.

Section 2.2 Both parties shall receive and distribute each other's latest updated criteria before they initiate the verification process.

Section 2.3 TEI recognizes and accepts CII as a verifier on behalf of the TGL Program in India, likewise CII recognizes and accepts TEI as a verifier on behalf of CII in Thailand.

Section 2.4 TEI shall verify the compliance of the applicants who are applying their products for GreenPro in Thailand, in accordance with GreenPro's criteria. TEI, then submits a verification report and an endorsement letter to CII. Likewise, CII shall verify the compliance of the applicants who are applying their products for TGL in India, in accordance with the TGL Criteria. CII, then submits a verification report and an endorsement letter to TEI.

3.0 License Application:

Section 3.1 TEI authorizes CII to receive an application for the license on behalf of TEI in India. For the avoidance of doubt, the application shall be routed to TEI at first. Then, CII would facilitate the application process by informing the applicant to contact TEI directly, and then TEI will update and inform CII, whether the application is accepted or not. Finally, TEI will inform CII for further instruction, if the verification is needed.

Section 3.2 CII authorizes TEI to receive an application for the license on behalf of CII in Thailand. For the avoidance of doubt, the application shall be routed to CII at first. Then, TEI would facilitate the application process by informing the applicant to contact CII directly, and then CII will update and inform TEI, whether the application is accepted or not. Finally, CII will inform TEI for further instruction if the verification is needed.

4.0 Granting License:

Section 4.1 Upon the completion of the verification process, CII shall submit a verification report and an endorsement letter, verifying the products has met the TGL Criteria. TEI shall, at its sole discretion, grant the license to such products as long as the products does not pose any particular reason for license rejection.

Section 4.2 Upon the completion of the verification process, TEI shall submit a verification report and an endorsement letter, verifying the products has met the GreenPro's criteria. CII shall, at its sole discretion, grant the license to such products as long as the products does not pose any particular reason for license rejection.

5.0 Warranty:

Section 5.1 Each party warrants that the verification report and endorsement letter submitted upon the completion of the verification works, are true and correct.

Section 5.2 CII shall, upon request of TEI, monitor and audit the products verified by CII, that the products are continuously satisfied the Thai Green Label Criteria. Correspondingly, TEI shall, upon request of CII, monitor and audit the products verified by TEI, the products are continuously satisfied the GreenPro's criteria.

Section 5.3 Each party will notify one another when the certified products (through this earlier procedure) fall out of compliance.

6.0 Consultation Section:

Section 6.1 Both parties shall arrange a meeting or communicate with each other, on a regular basis to evaluate the progress of this agreement, and share monitoring information. via electronic mail, telecommunications, or other appropriate forums

Section 6.2 The parties shall cooperate with one another to develop common criteria.

7.0 Free Trade Barriers:

Section 7.1 Measures are considered to be trade barriers, when they unfairly hinder or restrict products' access into a foreign market, therefore both parties agree to:

- (a) Ensure transparent decision-making processes relating with criteria development, certification the authorization for suppliers to use appropriate Ecolabel on their certified product(s);
- (b) Keep Ecolabelling programs and relevant non-confidential information open and readily accessible to all Applicants and other interested parties including both domestic and foreign companies; and
- (c) Incorporate relevant guiding principles established by the International Organization of Standardization (ISO), the Global Ecolabelling Network (GEN), and the World Trade Organization (WTO).

8.0 Confidentiality:

Section 8.1 The Parties remain their confidentiality towards another party on the matters which are not concerned or connected in this Agreement. Any Confidential Information disclosed to either Party pursuant on this Agreement shall not be disclosed to a third party without prior written consent another Party or be used for any purpose not permitted by another Party.

Section 8.2 The confidentiality provisions apply to all Confidential Information exchanged between each Party including any Confidential Information exchanged during preliminary discussion and negotiations, thus related to the matters within the scope of this Agreement. Both Parties agree to adopt the highest industrial standards regarding the disclosure and protection of their Confidential Information.

Section 8.3 For the purpose of this Section, 'Confidential Information' includes all technical know-how, financial information and other valuable commercial information in any form including, but not limited to, unpatented inventions, trade secrets, formulae, graphs, drawings, designs, tables, flow charts, process charts, biological, chemical and/or botanical materials, samples, germ plasm materials, devices, models, know-how, copyright in and to documents/software and other materials of any description claimed to be confidential by disclosing parties. Moreover, the confidentiality also includes other information that is in possession of disclosing parties' employees and management. Hence, the parties have full control over their information.

Section 8.4 'Disclosing Party' means the Party that is disclosing its Confidential Information to another Party. 'Receiving Party' means the Party that is receiving Confidential Information from another Party.

Section 8.5 The obligation of this confidentiality shall not apply under these following circumstances: -

- (a) The Confidential Information was previously known to the Receiving Party without restriction prior to information reception, thus as evidenced from the Receiving Party's records;
- (b) The Confidential Information is now or hereafter publicly disclosed in the form of a printed publication, technically does not breach this Agreement;
- (c) The Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third party who have lawful right to disclose such information; and
- (d) The Confidential Information is required by law to be disclosed.

Section 8.6 After the termination of this Agreement, the provision under Section 8 shall still be in force. Regardless of the termination of this Agreement, this matter will continue to be handled under this Agreement.

9.0 Indemnification

Section 9.1 The Parties shall indemnify one another from all liabilities occurred such as losses, claims, proceedings, damages, costs, and expenses arose from Parties' action, omission, or negligence when performing their respective obligations under this Agreement.

Section 9.2 The parties agree that both Parties shall be entitled to reparation, specific action, and other equitable reparation obliged by the laws, in case of any irreparable damage caused by agreement breaching from any Party.

Section 9.3 The Parties shall indemnify each other in connection with the performance of the services and/or its obligations under this Agreement only.

Section 9.4 The Parties shall not be responsible for third-party's liabilities, damages, injuries, losses, costs, and expenses, importantly, Liability claimed to be created by the Parties' Certified Products. Moreover, the Parties shall defend one another on this matter.

10.0 Intellectual Property

Section 10.1 TEI shall not utilize in whatsoever manner from CII Logo, Certification Mark, company data, standards, labels, schemes, marks including words that indicate the meaning such as "Tested" or "Approved" by CII, and any other similar representation without the permission or approval from GreenPro's Principal Counsellor and Associate Counsellors.

Section 10.2 CII shall not utilize in whatsoever manner from TEI Logo, Certification Mark, company data, standards, labels, schemes, marks including words that indicate the meaning such as "Tested" or "Approved" by TEI, and any other similar representation without the permission or approval from the President of TEI.

11.0 Fees:

Section 11.1 Applicant shall pay the License fees to the party offering the Ecolabel.

Section 11.2 License fees must be determined and charged in a consistent and fair manner, which does not unjustly discriminate against a foreign Applicant.

Section 11.3 Applicant shall pay the Verification fees which shall be determined by the party who performs the relevant task.

12.0 No Authority to License Other Party's Eco Label:

Section 12.1 Neither party has the authority to license the use of another party's Ecolabel.

13.0 Termination:

Section 13.1 Termination upon Agreement Anniversary: This Agreement can be terminated on the annual anniversary date when the Agreement was reached, initiated by either party submits three (3) months advance written notice of intent to another party.

Section 13.2 Termination for Bankruptcy: This Agreement can be terminated by either party if another party voluntarily files for bankruptcy or insolvency.

Section 13.3 Termination for Change in Status: This Agreement will be terminated if either party ceases to have the authority to manage and operate the Ecolabelling program.

14.0 Arbitration:

Section 14.1 Any claim, disputes or controversy arising between the parties hereto out of, or concerning this Agreement, or breach thereof, which cannot be internally settled between the parties, shall be further settled by the arbitration according to the Rules of Arbitration of the International Chamber of Commerce. The arbitration shall take place in Bangkok, Thailand if TEI is the respondent or in Hyderabad, India if CII is the respondent. The ruling thereof shall be final and binding upon the parties, and the ruling be entered in any court or tribunal having jurisdiction thereof.

15.0 Miscellaneous Provisions:

Section 15.1 Notice: Any notice, communications, or demand given or requested by pursuant for this Agreement shall be in writing and sent by certified airmail, electronic mail or facsimile telecommunications.

Section 15.2 Term: This Agreement comes into effect on the date of execution and remains effective until terminated under the conditions identified in Sections 13.1, 13.2 or 13.3.

Section 15.3 Survival: The termination of this Agreement shall not affect the survival and enforceability of any provision under this Agreement, hence intended to remain enforced after such termination.

Section 15.4 No exclusivity: No content in this Agreement shall be construed as exclusive to particular Parties. Both Parties shall be entitled to independently operate, unless amendment is formally agreed among both Parties and subsequently written down.

[End of Clauses]

In witness whereof the Parties hereto set their hands the day and year above written;

**Signed on behalf of
Confederation of Indian Industry**



(Mr. K S Venkatagiri)

Executive Director
CII-Sohrabji Godrej Green Business Centre

Date

27 Sep. 2019

**Signed on behalf of
Thailand Environment Institute**



(Mr. Montri Chamnanrot)

Acting President of
Thailand Environment Institute

Date

30 May 2019