



Green Label Plus™
Indoor Air Quality Testing Program
The Carpet and Rug Institute, Inc.
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Green Label Plus™ Participation Agreement

This Participation Agreement (“Agreement”) between _____ (“Participant”), a duly registered _____ (specify type of organization – Inc., LLC, etc.) with its principal place of business at _____ (Address) and The Carpet and Rug Institute, Inc. (“CRI”), a nonprofit trade association duly registered as a Georgia corporation with its principal place of business at 100 S. Hamilton St., Dalton, Georgia 30720, USA, is entered into this on _____ (Date).

WHEREAS, the below subdivisions of the above named Participant are subject to the terms of this agreement as well (write N/A on line 1 if not applicable, attach additional sheet if more lines are needed):

1. _____
2. _____
3. _____

WHEREAS, CRI administers the Green Label Plus Indoor Air Quality Testing Program (“Program”) popularly known as the Green Label Plus (“GLP”) program, which evaluates samples of carpet, cushion, and adhesive products (the “Products”) for chemical emission levels and authorizes affixation of a CRI approved Service Mark (“Service Mark”) on those Products that meet the Program’s criteria;

WHEREAS, Participant desires to participate in the Program to verify that its Products meet the Program’s emission test criteria and obtain certification from CRI for those Products that meet such criteria (“Certification”);

THEREFORE, in consideration of the matters recited above and the mutual covenants herein contained and intending to be legally bound hereby, Participant and CRI hereto agree as follows:

1. **Requirements for Compliance** – Participant agrees to abide by posted Quality Manual, Processes and Procedures Manual, and all subsequent updates, addendums, annexes, and revisions to the documents (collectively, the “Manual”). The Manual will be posted and available on the CRI website. Participants will be notified of changes to the Manual via email or postal mail. Signed acknowledgment of receipt of these notifications is required.
2. **Service Mark** – Participant agrees to abide by posted Carpet Label Standards Guides, Carpet Testing Brand Standards, Logo/Label (Service Mark) Usage Guidelines and all subsequent updates, addendums, annexes, and revisions to the documents (collectively, the “Service Mark Guide”). The Service Mark Guide will be posted and available on the CRI website. Participants will be notified of changes to the Service Mark Guide via email or postal mail. Signed acknowledgment of receipt of these notifications is required.

3. Participant Duties Pursuant to Certification – Participant shall comply with the following duties pursuant to obtaining and maintaining Certification:

- (a) Participant shall always fulfill the Certification requirements including implementing the appropriate changes when they are communicated by CRI.
- (b) The Certification shall apply to Participant’s ongoing compliance of manufactured Products and manufactured Products shall continue to fulfill the Certification requirements at all times while the Certification is in effect.
- (c) Participant shall make all necessary arrangements for: (i) the evaluation of Products, including the examination of documents and records related to the Products; (ii) surveillance of the Product, including access to the relevant locations, areas, and personnel; (iii) investigations of complaints; and (iv) the participation of observers or auditors as required.
- (d) Participant shall not make claims regarding Certification outside the scope of its Certification.
- (e) Participant shall not use its Certification in such a manner that brings CRI or the Program into disrepute and shall not make any statement regarding Participant’s product Certification that is misleading or unauthorized by CRI.
- (f) Upon suspension, withdrawal, or termination of Certification, Participant shall discontinue its use of all advertising materials that contain any reference to Certification or the Service Mark and Participant shall take any and all actions as required by the Manual and Service Mark Guide regarding the marketing use of such materials.
- (g) Copies of Certification documents provided to third parties by Participant shall only be provided in full or as approved in writing by CRI.
- (h) In making reference to Certification in any and all communication media, including, but not limited to documents, brochures, and Internet, television and radio advertising, Participant shall comply with the Service Mark Guide provided.
- (i) Participant shall comply with any and all Program requirements prescribed in the Manual regarding the use of marks of compliance.
- (j) Participant shall keep a record of any and all complaints made known to it relating to compliance with Certification requirements and shall make such records available to CRI annually and upon request. Participant shall take appropriate action with respect to: (i) such complaints, and (ii) any deficiencies found in Products that may affect compliance with the requirements for Certification. Any and all such actions taken shall be documented by Participant and made available to CRI annually and upon request.
- (k) Participant shall advise CRI, without delay, of any changes that may affect Participant’s ability to conform with the Certification requirements including, but not limited to:
 - 1. changes to the legal, commercial, or organizational status of Participant’s ownership;
 - 2. changes to Participant’s organizational leadership or key personnel;
 - 3. modifications to the Product or the production method;
 - 4. changes to Participant’s contact address or production site; or
 - 5. material changes to Participant’s quality management system.

4. Program Fees – A fees schedule is provided with the new participant package and posted on the CRI website. All fees must be paid prior to sample collection. Retesting or other ancillary fees or any additional costs will be invoiced separately from Annual or Initial fees and must be paid prior to any sample collection. CRI reserves the right to amend the GLP Fee Schedule at any time with the most current version being located on the CRI website. All international testing will be conducted at the Non-Member Rate.

5. Termination

- (a) Termination by CRI – CRI may terminate this Agreement with Participant if Participant violates any material term of this Agreement, misuses the Service Mark, or fails to adhere to any other specific conditions or protocols of the Program from time to time as adopted by CRI. Prior to such termination, Participant shall have fourteen (14) days from receiving notice of any violation to present facts justifying reconsideration of the termination, including facts to demonstrate that Participant has remedied the violation. Fourteen (14) days after Participant receives termination notice, CRI, in its sole discretion, may terminate the Agreement with Participant effective immediately if Participant has not corrected the alleged violation as determined by CRI in its sole discretion.
- (b) Termination by Participant – Participant may terminate this Agreement by means of six (6) months prior written notice to CRI; Participant shall remain responsible for its financial obligation to CRI for the six (6) month period following notice of termination, even if Participant discontinues its participation in the Program at an earlier date.
- (c) Rights after Termination – Upon the effective date of the termination of this Agreement for any reason, Participant shall have no right to use the Service Mark. Participant shall not continue imprinting the Service Mark or having the Service Mark imprinted. Any outstanding financial obligations owed to CRI shall be paid by Participant within thirty (30) days after the termination of this Agreement. Participant shall in no event have claim to the Program’s assets, function, or services. Under no circumstances shall Participant be entitled to any refund from CRI.
- (d) Other Remedies – CRI’s foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available to CRI in law and in equity. Participant acknowledges that CRI shall be entitled to temporary and permanent injunctive relief, without the necessity of proving actual damages and without posting a bond or other security.

6. Confidentiality

- (a) Definition – Confidential Information for the purpose of this Agreement shall constitute (i) any written information which is disclosed by Participant to CRI and labeled by Participant as Confidential Information; and (ii) any information about a Participant obtained from sources other than Participant. Confidential Information shall not include information: (x) that is, or becomes part of, the public domain; (y) that is required to be disclosed by applicable law or regulation, provided that CRI shall, unless prohibited by law, provide notice of such disclosure to Participant; and (z) that CRI can reasonably show was already in its possession at the time of disclosure by Participant.
- (b) Disclosure – CRI will treat Confidential Information in accordance with established professional standards of conduct for trade associations and will use such information internally only as necessary to effect the purpose of the Program for the benefit of Participant. CRI will not use, rely on, or disseminate to any person or entity outside of CRI any Confidential Information, unless such use, reliance, specifically approved in writing by a duly authorized representative of Participant in advance or is required by federal, state, or local law (subject to the notice requirements in Section 6(a)(y)). Notwithstanding the foregoing, it shall not be inconsistent with CRI’s duties of confidentiality hereunder to provide government authorities with summaries of Participant’s data, as long as Participant’s identity is not disclosed therein.

- (c) Access of Records by Auditors – CRI undergoes routine audits for purpose of compliance with accreditation. Participant understands and agrees that these auditors may have access to confidential information and that all auditors will be bound to maintain the confidentiality of these records by CRI Confidentiality and Nondisclosure Agreements.
- (d) Return of Confidential Information – CRI recognizes that the Confidential Information provided in connection with this Program is and will remain the property of Participant, to be used by CRI for the duration of the Program only, and if the Program is terminated, CRI will, at the request of Participant, return the information to the degree possible and practical to Participant.

7. Warranties, Representations, Disclaimers, and Indemnifications

- (a) Warranties and Representations – Participant hereby represents and warrants to CRI that any information provided to CRI for purposes of effecting compliance with the Program, and which may be relied upon by CRI in communicating with federal, state, or local officials, shall be complete, accurate, contain no material omissions, and be representative of the product(s) described.
- (b) Indemnification – Participant shall indemnify and hold CRI and the Program, their directors, members, officers, employees, affiliates, or other representatives harmless from and against any and all losses, damages, costs, charges, legal fees, judgments, penalties, and expenses in any way associated with any harm that may result from CRI's use of information provided by Participant, Participant's improper use of the Service Mark, any complaints brought by consumers regarding Participant's product or use of the Service Mark, and/or any breach of this Agreement by Participant.
- (c) Program Disclaimer – CRI expressly disclaims any warranty or representation that the Program's emission test criteria levels are sufficient or safe for human exposure. In no event shall CRI be liable to Participant for any direct, indirect, special or consequential damages or lost profits arising out of, or related to this Agreement, or the breach thereof, even if CRI has been advised of the possibility thereof.

8. Entire Agreement; Amendment; Waiver – This Agreement supersedes any previous arrangements or understandings, whether written or oral, and contains the entire agreement of the parties, with respect to the subject matter. This Agreement may be modified, varied, or otherwise amended only in writing and signed by the parties to be bound by such agreement. No course of dealing, delay in acting, or other purported waiver by any party, shall be construed as a continuing waiver. All official changes to policy or program requirements will be communicated by CRI to Participant via an official notice of the program change for endorsement. The versions of documents posted on CRI website are the official and current guides for program compliance and the changes are effective as of the supersedes date shown in the footer of the document.

9. Severability – The provisions of this Agreement shall be deemed severable, and if any part of any provision is held to be illegal, void, voidable, invalid, non-binding, or unenforceable for any reason, or as to any party, such provision may be changed, consistent with the intent of the parties hereto, to the extent reasonable and necessary to make the provision, as so changed, legal, valid, binding, and enforceable. If any provision to this Agreement is held to be illegal, void, voidable, invalid, non-binding, or unenforceable for any reason, or as to any person, in its entirety, or if such provision cannot be changed consistent with the intent of the parties hereto to make it legal, valid, binding, and enforceable, then such provision shall be stricken from this Agreement, and the remaining provisions of this Agreement shall not in any way be affected or impaired, but shall remain in full force and effect.

10. Assignment – Participant may not assign this Agreement, or any of its rights under this Agreement, to any party without the prior written consent of CRI; any assignment by Participant without such written consent shall be void and without effect.

