



The Climate Registry

# **VERIFICATION SERVICES AGREEMENT**

**FOR [CLIENT], A PARTICIPANT OF THE CLIMATE  
REGISTRY.**

## VERIFICATION SERVICES AGREEMENT

This Verification Agreement (this “Agreement”) is entered into as of the [XX]th day of [MONTH] 200X (the “Effective Date”) by and between [VERIFIER], a corporation organized and existing under the laws of the State of [STATE], having a place of business at [STREET, CITY, STATE, ZIP] (hereinafter referred to as “[VERIFIER]” or) and [CLIENT], a company organized and existing pursuant to the laws of the State of [STATE], having its principal place of business at [STREET, CITY, STATE, ZIP] (hereinafter referred to as the “Client”). [VERIFIER] and the Client to be referred to individually as a “Party” and collectively, when the context so permits, as the “Parties”.

**Whereas** the Client wishes to appoint [VERIFIER] for the purpose of verifying greenhouse gas emissions for reporting under and in accordance with the General Recording Protocol Version 1.1 (May 2008) (the “GRP”) and General Verification Protocol (May 2008) (the “GVP”) (as either or both may be amended from time to time) established by The Climate Registry (collectively, the “Protocols”) further described in the Proposal titled “[NAME OF PROPOSAL]”, for verification services issued to [YOUR ORGANIZATION] on [DATE] (the “Proposal”) and [VERIFIER] wishes to accept such appointment.

**Now, therefore,** the Parties hereto agree as follows:

### 1. Appointment and Scope

- 1.1 *Subject to and in accordance with the terms of this Agreement, [VERIFIER] accepts the duties and obligations set forth herein and agrees to perform the services specified in this Agreement (the “Services”).*
- 1.2 *Neither of the Parties’ employees shall have any authority to make decisions for the other Party or otherwise bind or engage the other Party in any way (including the execution of agreements for the provision of services by or for the other Party with third parties).*
- 1.3 *Neither of the Parties’ employees shall be entitled to represent itself/themselves to any third parties, whether verbally or on business cards or letterhead, as the agents of the other Party. Nothing in this Agreement shall constitute or create or be deemed to constitute or create a partnership, joint venture or relationship of principal and agent or employer and employee between the Parties or any of their respective employees and neither of the Parties nor any of their respective employees shall so represent themselves to any third party. Under no circumstances shall the [VERIFIER] employees be deemed to be employees of the Client or vice versa nor shall either Party be liable for any compensation or benefits for the other Party’s employees. In addition, neither Party shall use any of the other Party’s trademarks without the prior written approval of such other Party.*

### 2. Responsibilities of the Client

*Client shall be responsible for:*

P.O. Box 712545 · Los Angeles, CA 90071 · phone 866-523-0764 · fax 213-623-6716  
[www.theclimateregistry.org](http://www.theclimateregistry.org)

- 2.1 Providing billing information to [VERIFIER]
- 2.2 Submitting emissions report in the Climate Registry Information System (CRIS).
- 2.3 Signing this contract with [VERIFIER].
- 2.4 Providing emissions report and supporting documentation to the [VERIFIER].
- 2.5 Paying the [FEE], payable to [VERIFIER] within 30 days of invoicing by [VERIFIER].

### **3. Rights and Responsibilities of [VERIFIER]**

*In addition to performing the Services detailed in the Agreement, the GRP and GVP, [VERIFIER] shall:*

- 3.1 Issue a report and statement substantially as defined in the Protocols, which will state whether, in [VERIFIER]'s opinion, the Report provided by the Client is consistent with the key principles of a complete, accurate, comparable, consistent and transparent inventory record for the period of January to December [YEAR] (the "Deliverable").
- 3.2 Arrive at its opinion upon consideration of the following matters and reporting as to any aspect with which [VERIFIER] is not satisfied. Namely [VERIFIER] shall:
  - a) Conduct verification activities through [SITE VISITS, TELEPHONE CONVERSATIONS, DOCUMENT REVIEW, ETC.].
  - b) Prepare Verification Report, Verification Activities Log, and Verification Statement. Discuss documents with Client.
  - c) With participant's approval, submit Verification Statement in CRIS.
- 3.3 [VERIFIER] shall perform the Services in an efficient, prompt, skilful and careful manner in accordance with then current industry standards, practices and accredited procedures. In performing the Services, [VERIFIER] shall observe and obey all applicable laws, regulations, rules and standards imposed by any government or other duly constituted authority having jurisdiction with respect to the Service.
- 3.4 Invoices will be supplied to client within 30 days on completion of the verification exercise.

### **4. Use of the Deliverable**

- 4.1 The Deliverable in its entirety will be presented to the Client, accompanied by any additional information required under the Protocols. The Client will forward portions of the Deliverable or the Deliverable in its entirety to any government or other duly constituted authority having jurisdiction with respect to the Protocols. If the Protocols require it, the Deliverable and additional information required under the same will also be made publicly available. The Deliverable may be included by the Client in its annual report or may be issued by the Client in any separate report that it may publish or be provided to any other interested parties or entities.

4.2 The Client hereby represents and warrants that it will not publish, nor otherwise refer to, an extract of the Deliverable unless the prior written consent of [VERIFIER] is received.

## **5. Compensation and Payment**

5.1 [VERIFIER] shall be entitled to receive compensation for the provision of the Services set forth in this Agreement.

5.2 The Client shall pay to [VERIFIER] the compensation and related expenses directly to [VERIFIER] within thirty (30) days from the date of receipt of any invoice (the "Due Date") in US Dollars, failing which interest will become due at a rate of 1.5% per month from the Due Date up to and including the date payment is actually received. Client shall not be entitled to retain or defer payment of any sums to [VERIFIER] on account of any dispute, counter claim or set off which Client may allege against [VERIFIER]. [VERIFIER] may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction, in which case Client shall pay all of [VERIFIER]'s collection costs, including attorneys' fees and related expenses.

5.3 All fees and charges payable to [VERIFIER] shall be net of any and all taxes, charged or which may be imposed in the future in relation to [VERIFIER]' Services, directly in relation to the rendering of the Services, and Client agrees that it will be responsible for the payment of all such taxes.

## **6. Resignation or Removal of [VERIFIER]**

6.1 [VERIFIER] may resign its duties under this Agreement for any reason and without cause by written notice served upon the Client at least 30 days prior to the proposed effective date of such resignation.

6.2 The Client may remove [VERIFIER] for any reason and without cause by written notice served upon [VERIFIER] at least 30 days prior to the proposed effective date of such removal.

6.3 Upon resignation or removal, all fees then due and payable shall be paid to [VERIFIER], and such fees shall survive such resignation or removal until paid. Client acknowledges that, should [VERIFIER] resign or be removed prior to delivery of the Deliverable, no portion of said Deliverable which may be in the possession of the Client may be used in any publication or as the basis for any work performed by any substitute service provider and Client shall indemnify and hold [VERIFIER] harmless from and against any claims which may be brought against [VERIFIER] by any such misuse.

## **7. Indemnification and Liability**

- 7.1 [VERIFIER] shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside [VERIFIER]' control including failure by Client to comply with any of its obligations hereunder.
- 7.2 Save as may otherwise be provided for in the Protocols, the liability of [VERIFIER] in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or USD XX,XXX (or its equivalent in local currency), whichever is the lesser.
- 7.3 [VERIFIER] shall have no liability for any indirect or consequential loss (including loss of profits).
- 7.4 In the event of any claim, Client must give written notice to [VERIFIER] within 30 days of discovery of the facts alleged to justify such claim and, in any case, [VERIFIER] shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:
- (i) the date of performance by [VERIFIER] of the Service which gives rise to the claim; or
  - (ii) the date when the Service should have been completed in the event of any alleged non-performance.

## **8. Confidentiality**

- 8.1 As used herein, "Confidential Information" shall include any and all oral and written information provided to [VERIFIER] by the Client, provided, however, that Confidential Information shall not include any information which (i) is, or hereafter becomes (but not in violation of this Agreement), generally known to the public, (ii) was available to [VERIFIER] on a non-confidential basis prior to the time it was disclosed by the Client, or (iii) is disclosed by an independent third party with a right to make such disclosure. Unless required by law, [VERIFIER] shall not disclose the Confidential Information to any person or entity except for its directors, employees or outside consultants retained by it in connection with this Agreement.
- 8.2 [VERIFIER] agrees that the Confidential Information will not be used for any purpose other than in connection with the performance of its duties and obligations under this Agreement. [VERIFIER] shall use its best efforts to prevent access by unauthorized persons to the Confidential Information, such efforts to reflect at least the same degree of security that [VERIFIER] accords its own confidential information. [VERIFIER] shall ensure that any outside consultant retained by [VERIFIER] is made aware of, and is bound by, this Section 8.

- 8.3 In the event that [VERIFIER] and/or the Client, or anyone to whom Confidential Information is disclosed pursuant to this Agreement, becomes legally compelled to disclose any of the Confidential Information (the “Compelled Party”), the Compelled Party shall provide the Party whose Confidential Information will be affected by such disclosure (the “Affected Party”) with prompt notice so that the Affected Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section. In the event that such protective order or other remedy is not obtained or in the event that the Affected Party waives compliance with the provisions of this Section, the Compelled Party will furnish only that portion of the Confidential Information which the Compelled Party is legally required to disclose and will seek to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.
- 8.4 The Parties acknowledge and agree that the undertakings set forth in this Section 8 shall survive the termination of this Agreement.

## 9. Governing Law and Jurisdiction

- 9.1 This Agreement shall be governed by, and interpreted in accordance with the substantive laws of the (Insert applicable state or province here) exclusive of any rules contained therein with respect to conflicts of laws.

Comment [J1]: Is this still applicable?

- 9.2 All disputes arising in connection with this Agreement may be initially referred for resolution to **The Climate Registry and ANSI**.
- 9.3 Any disputes not resolved by The Climate Registry ANSI, and The Climate Registry as provided for in Section 9.2 above and arising in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The proceedings shall take place in New York, New York and shall be conducted in English.

## 10. Miscellaneous

- 10.1 *Any communications required or permitted to be given by any Party to the others under this Agreement shall be sent to the other Parties at the address shown in the introduction to this Agreement or any other address subsequently notified by any Party to the others. Unless a particular method has been required by any provision of this Agreement, facsimile communications shall be accepted if there is confirmation of the transmission and such communication is followed up by paper copy thereof sent by messenger, overnight or other express delivery service. [VERIFIER] accepts no liability for any errors in transmission or falsifications which are inherent to this type of communication.*
- 10.2 Save as expressly provided for in this Agreement, no Party shall assign this Agreement in whole or in part without the prior written consent of the other Parties, except that

[VERIFIER] may without such consent assign all or any of its rights and obligations hereunder to any company controlling it, controlled by it or under joint control with it.

- 10.3 The failure of any Party hereto to enforce at any time any of the provisions of this Agreement or to exercise any right or option which is herein provided shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of any Party to enforce thereafter each and every such right or option. No waiver of any breach of this Agreement shall be considered or held to be a waiver of any other or subsequent breach. Nothing shall constitute, or have the effect of, a waiver except an instrument in writing signed by a duly authorized officer or representative of the Party against whom such waiver is sought to be enforced which expressly, and not impliedly, waives a right or rights or an option or options under this Agreement.
- 10.4 This text of this Agreement shall constitute the entire agreement between the Parties with respect to its subject matter, all prior contracts, proposals, representations, negotiations and understandings, either orally or in writing, including any nondisclosure and use of information agreement as may have been signed by the parties, being hereby expressly superseded. Any amendment or modification hereof shall only be binding if it is made in writing and signed on behalf of each Party by its duly authorized representative(s).
- 10.5 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which, when executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have evidenced the terms of this Agreement by causing the signatures of their duly authorized representatives to be affixed below, together with the date of execution by each such representative.

<b>SIGNATURES</b>
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\_\_\_\_\_, 200X

(Date)

[VERIFIER]

By: \_\_\_\_\_

Name: [VERIFIER AGENT]

Title: [TITLE]

\_\_\_\_\_, 200X

(Date)

[YOUR ORGANIZATION]

By: \_\_\_\_\_

Name: [YOUR AGENT]

Title: [TITLE]

By: \_\_\_\_\_

Name:

Title: Authorized Signatory