

This Service Agreement does not constitute, and shall not be used as, a contract for the use or transfer of Projects or Verified Emission Reductions/Removals (VERRs). The GHG CleanProjects® Registry is not an exchange or other instrument that is subject to securities and commodities laws.



**GHG CleanProjects® Registry
Schedule B
GHG CleanProjects® Registry Services Agreement**

THIS AGREEMENT is made as of the ____ day of _____, _____,

FOR PROJECT: _____,

BETWEEN:

Canadian Standards Association ("CSA"), a company incorporated and existing under the laws of Canada and having its registered office at 178 Rexdale Boulevard West, Toronto, Ontario, M9W 1R3, **as represented by the GHG CleanProjects® Registry business unit of the Standards Division of CSA**, (hereinafter referred to as the **"Service Provider"**);

- AND -

_____ (the **"Project Proponent"**), a company incorporated and existing under the laws of _____, and having its registered office at _____ ;

- AND -

_____ (the **"Authorized Project Contact"**)¹, a company incorporated and existing under the laws of _____, and having its registered office at _____ ;

(The Project Proponent and its Authorized Project Contact are hereinafter collectively referred to as the **"Service Recipients"**)

¹ This applies only in the event that the Project Proponent appoints an Authorized Project Contact in accordance with [Schedule C](#) of the Application.

WHEREAS the Service Provider owns and operates the Registry for the purpose of complementing ISO 14064-1, ISO 14064-2, ISO 14064-3, and ISO 14065 Standards and facilitating transparency, accuracy, consistency, completeness and relevance in reporting, validating and verifying of greenhouse gas emission reductions or removal enhancements relating to methodologies and existing and yet-to-be developed greenhouse gas programmes;

AND WHEREAS the Service Recipient wants to purchase Registry services from the Service Provider and use the Registry in order to report and account for its greenhouse gas emission reducing project and any resulting verified emission reductions or removal enhancements;

THEREFORE, in consideration of the covenants and representations herein, the Parties, intending to be legally bound, agree as follows:

- Scanned or faxed, completed schedules received by the **GHG CleanProjects® Registry** office are accepted as originals.
- It is necessary for page 3 of [Schedule A](#) and pages 3 and 6 of [Schedule C](#) (only if applicable) to be signed.
- Please provide two copies of [Schedule B](#) with the appropriate contact information completed on [Page 13](#), after [Page 27](#) is completed and signed. Once [page 27](#) is in turn duly signed by the **GHG CleanProjects® Registry** authority, one copy will be returned.
- **GHG CleanProjects® Registry** requires the electronic versions of all project documentation such as GHG Assertions, GHG Reports, Validation Reports and Verification Reports, as the files received are the files posted.

1. Interpretation and Construction

1.1 For the purpose of this Agreement, unless the context otherwise requires, terms have the meaning set out below. All capitalized terms not defined herein shall have the meaning given to them in the Application and the Standards.

"Account" means the electronic account dedicated to the Service Recipient including all information provided by the Service Recipient to the Registry including the Service Recipient's publicly accessible information and information accessible by only the Service Recipient;
"Account Statement" means the periodic statement that will be provided or electronically available to the Service Recipient reflecting the Service Recipient's current Project, VERR, and related Account information;
"Agreement" means this GHG CleanProjects® Registry Services agreement made between the Parties;
"Alternate Registry" has the meaning provided in Subsection 8.1(e) of this Agreement;
"Application" means the GHG CleanProjects® Registry Application Agreement including Schedule A (Acknowledgement of Mandate), Schedule B (this Agreement), Schedule C (Designation of Authorized Project Contact), if applicable, and Schedule D (Notice of Registry Account Instructions);
"Authorized Project Contact" has the meaning set out in the introduction to this Agreement and the Parties and is the duly authorized project contact for the Project Proponent in accordance with Schedule C of the Application;
"Business Day" means as the context requires, a day when the Registry's offices located in Ottawa, Ontario, Canada, and banks in Canada are open to conduct operations;
"Claims" has the meaning provided in Section 10.4 of this Agreement;
"Conditions of Service" has the meaning provided in Section 3.1 of this Agreement;
"Covered Parties" has the meaning provided in Section 10.4 of this Agreement;
"CSA" means the legal entity known as Canadian Standards Association, without reference to any of its specific divisions or business units;
"Delist" means to remove VERRs and Projects from the Registry or an Account, or the Service Provider otherwise identifying such VERRs and Projects as de-listed, retired or archived, and "Delisting" shall have a corresponding meaning;
"Effective Date" means the date on which the Service Provider receives from the Service Recipient its complete and duly executed Application (including all applicable executed Schedules) and payment for its initial application fee in accordance with the Schedule of Services and Fees ;
"Event of Default" has the meaning provided in Section 9.1 of this Agreement;
"Force Majeure" means a flood, earthquake, storm, fire, major power outage or electricity grid interruption or a similar event or catastrophe or bombing, invasion, or other act of war, insurrection, terrorism, riot, strike that directly impacts the Project or the Registry, which prevents a Party from performing its obligations under the Agreement, which event was not: (i) foreseeable by; (ii) within the reasonable control of; or (iii) the result of the negligence of; the Party claiming the event, and which, by the exercise of due diligence, that Party is not able to avoid or overcome, but does not include an inability to pay;
"Greenhouse Gas" or "GHG" has the meaning provided in the Standards;
"GHG Programme" has the meaning provided in the Standards;
"List" means the electronic posting of VERR or Project related information to an Account on the Registry, regardless of whether such information is accessible to the public, but does not include the informational posting of Projects and VERRs that have been identified by the Registry as de-listed, retired, or archived and "Listing" shall have a corresponding meaning;

"Notice of Registry Account Instructions" means the notice from the Service Recipient to the Service Provider requesting a Registry service in accordance with the terms of this Agreement and in the form and substance stipulated by the Service Provider in Schedule D to the GHG CleanProjects® Registry Application Form;
"Parties" means the parties to this Agreement;
"Personal Information" means any information about an identifiable individual excluding the name, title or business address or business telephone and fax number of an employee of an organization;
"Privacy Legislation" means any applicable provincial, territorial and federal privacy legislation currently in force, or passed into law during the term of the Agreement and all regulations made thereunder, as may be amended from time to time;
"Privacy Policy" has the meaning provided in Subsection 6.1(c) of this Agreement;
"Project" means the GHG emission reduction or removal project as fully described in the GHG CleanProjects® Registry Application Form;
"Project Proponent" means the owner or operator or other entity that has overall control and responsibility for the Project, as duly authorized to enter into this Agreement by any and all stakeholders with a legal interest in the Project or the VERRs;
"Registry" means the GHG CleanProjects® Registry owned and operated by the Service Provider, which includes an internet-based interface that is broadly accessible to the public;
"Related Service Provider" has the meaning set out in Section 5.2 of this Agreement;
"Retirement" means setting units aside for mandatory or voluntary compliance or use purposes and "Retire" shall have a corresponding meaning;
"Schedule of Services and Fees" means the detailed schedule to this Agreement setting out the Services that may be provided by the Service Provider to the Service Recipient in accordance with the terms of this Agreement and the applicable fees that the Service Recipient shall pay the Service Provider for such Services;
"Service Provider" has the meaning set out in the introduction to this Agreement and the Parties;
"Service Recipient" has the meaning set out in the introduction to this Agreement and the Parties and includes the Project Proponent and, where duly appointed by the Project Proponent, the Authorized Project Contact;
"Services" means the services set out in the Schedule of Services and Fees forming part of this Agreement;
"Standards" means the International Organization for Standardization ISO 14064-2 and 14064-3 standards relating to greenhouse gases, as may be amended or supplemented from time to time. If Canada adopts the ISO 14065 standards for validation or verification bodies, "Standards" shall be deemed to include the International Organization for Standardization ISO 14065 standard, as may be amended or supplemented from time to time;
"Term" has the meaning provided in Section 13.1 of this Agreement;
"VERRs" means greenhouse gas emission reductions or removals relating to the Project which have been undertaken in accordance with the Standards (and all applicable GHG Programme requirements, where an applicable GHG Programme has been identified by the Service Recipient and all applicable GHG Programme requirements have been provided to the Service Provider by the Service Recipient) as verified by an independent third party in accordance with the ISO 14064 Standards and all applicable GHG Programme requirements. Without limiting the foregoing, VERRs shall also encompass such verified project-based environmental products as they occur and are known in specific GHG Programmes including GHG credits, registered emission reductions, carbon credits, certificates, credits, offsets and similar environmental products.

1.2 All headings used in this Agreement are for convenience only and do not form part of this Agreement.

1.3 Any reference to **"time"** shall be a reference to time in Ottawa, Ontario, Canada.

1.4 Unless otherwise specified:

- a) where anything is to be done under this Agreement by or not later than a day or any period is to run to a day, such thing may be done or such period shall run up to the end of such day;
- b) where anything is to be done under this Agreement from or not earlier than a day or any period is to run from a day, such thing may be done or such period shall run from the start of such day; and
- c) where a date or deadline occurs on a weekend or holiday, the event shall be completed on the next Business Day.

2. Services

2.1 In accordance with the terms and conditions of this Agreement and the Application, the Service Provider shall act honestly and in good faith to provide to the Service Recipient the Services as requested by the Service Recipient in its Notice of Registry Account Instructions.

2.2 The Service Provider, in providing the Services to the Service Recipient, shall also provide the Services in accordance with the Standards and CSA policies and procedures, as may be supplemented or amended from time to time and the requirements of any GHG Programme identified by the Service Recipient and agreed to by the Service Provider. In the event of any conflict between the Standards and applicable GHG Programme requirements, the GHG Programme requirements shall govern.

2.3 The Service Provider shall make reasonable efforts to process all requests for Services within ten (10) Business Days from the latter of:

- a) the date on which the Service Recipient's Notice of Registry Account Instructions is received; and
- b) the date on which full payment for the Services requested by the Service Recipient in its Notice of Registry Account Instructions has been received by the Service Provider.

2.4 Within ten (10) Business Days of the Effective Date, the Service Provider will establish an Account for the Service Recipient, in the name of either the Project Proponent or the Authorized Project Contact as directed by the Service Recipient. The Account will provide the Service Recipient access to the Account information included in Section [2.5](#) of this Agreement and related Account Statements

reflecting the Service Recipient's activities and instructions.

2.5 All information provided by the Service Recipient to the Service Provider in relation to the Project and the VERRs will be posted to the Service Recipient's Registry Account on the understanding that:

- a) the following information will be accessible to the public:
 - i) the Project Proponent's (and Authorized Project Contact's, if applicable) name and web-site;
 - ii) the title and type of the Project;
 - iii) the location of the Project;
 - iv) the estimated annual quantity of VERRs, including anticipated vintage year(s);
 - v) the Validation Report and Verification Report(s);
 - vi) all serialized VERRs and generalized information related to their subsequent treatment, use and retirement; and
 - vii) such other information as agreed to by the Service Recipient and the Service Provider or required by applicable GHG Programme(s);
- b) the following information will be posted to the Service Recipient's Account, reflected in the Service Recipient's Account Statement, and will only be accessible by the Service Recipient:
 - i) the Application, excluding Schedule D and any information included in Subsection [2.5\(a\)](#) of this Agreement;
 - ii) all Notice of Registry Account Instructions in the form of Schedule D to the Application that have been received by the Service Provider from the Service Recipient, on the understanding that information contained in or resulting from such notices, which falls within Subsection [2.5\(a\)](#) of this Agreement, will be accessible to the public;
- c) the information included in Subsection [2.5\(a\)](#) of this Agreement shall be posted and accessible to the public following the Service Provider's receipt of the Validation Report applicable to the Project and payment from the Service Recipient; and
- d) notwithstanding Subsection [2.5\(c\)](#) of this Agreement, the information contained in Paragraphs [2.5\(a\)\(i\) to 2.5\(a\)\(iv\)](#), inclusive, may, at the request of the Service Recipient, be posted and accessible to the public prior to the Service Provider's receipt of the Validation Report applicable to the Project.

2.6 All registration and serial numbers assigned by the Service Provider to VERRs will

be unique twenty (20) digit numbers reflecting the Service Recipient's Account, in the following form:

1234-5678-000-000-001-001

where the first eight (8) digits represent a number assigned randomly to the Project on the date that it is first Listed to the Registry, and the next twelve (12) digits represent the VERRs resulting from and associated with the Project, numbered sequentially, such that this serial number represents VERR number 1001 resulting from Project 1234-5678.

3. Conditions of Service

3.1 At all times during the Term of this Agreement, the Service Recipient covenants to comply with all of the following conditions of service, as may be amended by the Service Provider from time to time in accordance with Section [7.2](#) of this Agreement (hereinafter the "Conditions of Service"):

- a) the Service Recipient has obtained all necessary authorizations and waivers from stakeholders with an interest in the Project in order to purchase the Services, register the Project and any resulting VERRs, and otherwise enter into, and perform its obligations under the Application and this Agreement;
- b) the Service Recipient has executed the Application and this Agreement;
- c) the Service Recipient shall pay all fees owing to the Service Provider in accordance with Article [4](#) of this Agreement and the Schedule of Services and Fees, before the Service Provider initiates and provides any Service requested by the Service Recipient;
- d) any and all VERRs that are Listed on the Registry by or on behalf of the Service Recipient shall not be concurrently listed, posted, registered or otherwise be the subject of any Alternate Registry at the same time that they are Listed on the Registry;
- e) the Service Recipient acknowledges that Service Provider is not responsible for the content of any of the information which is provided by or on behalf of the Service Recipient in connection with the Services. The Service Recipient shall bear full responsibility for the accuracy, completeness and currency of such information and for the use of or reliance on such information by the Service Provider, the Registry, CSA or any third party;

- f) in particular, and without limiting the generality of the foregoing, the Service Recipient shall:
- i) provide the Service Provider with all information necessary to perform the Services;
 - ii) ensure that all information provided to Service Provider with respect to the Services is complete, accurate, and complies with the Application, this Agreement; the Standards, and GHG Programme requirements, as applicable;
 - iii) promptly provide the Service Provider with updated information if there is any change in any of the information provided by or on behalf of the Service Recipient;
 - iv) promptly advise the Service Provider prior to undertaking any activity or becoming aware of any circumstances which may have an impact on the registered Project or Listed VERRs;
 - v) ensure that the provision of any information to the Service Provider in connection with the Services and the posting of such information on the Registry will not infringe on the intellectual property rights (or moral rights) of any third party; and
 - vi) ensure that all the representations and warranties contained in Section [8.1](#) of this Agreement remain accurate during the Term of this Agreement;
- g) the Service Recipient acknowledges that the Service Provider, CSA or their agent(s) may, in order to maintain the veracity of the Registry and the documents posted therein, audit any information related to the Project, account or other matter relating to the Service Recipient or the Registry and shall provide all requested information and access to the entity conducting the audit;
- h) if the Project Proponent intends to authorize an Authorized Project Contact to request and direct Services on its behalf, the Project Proponent and the Authorized Project Contact will have duly and validly executed Schedule C of the Application;
- i) the Service Recipient shall ensure that the provision of any information, including Personal Information in connection with the Services and the posting of such information on the Registry will not infringe on the privacy rights of any individual or contravene Privacy Legislation;
- j) the Service Recipient acknowledges that the Registry was created for the purpose of allowing entities to register projects and serialize VERRs and provides no services and undertakes no activities whatsoever in relation to facilitating the trading of VERRs and related contracts and products, and

does not constitute an exchange, a clearinghouse, a dealer, an advisor, a trader or any other form of market participant related to such transactions. The Registry has no commercial interest whatsoever in the delivery, transfer or use of VERRs by the Service Recipient, responsible parties and intended users other than the Listing and Delisting of projects and VERRs consistent with the Services and the instructions of the Service Recipient in accordance with the terms of this Agreement;

- k) the Service Recipient acknowledges that Service Provider does not assume or undertake to discharge any responsibility of the Service Recipient to any other party or for the compliance with applicable laws. The Service Recipient shall be liable for compliance with all laws and standards relating to the Project, the Service Provider, the Registry and related information;
- l) while the Project and any resulting VERRs are Listed on the Registry, the Service Provider may permit the Service Recipient's limited and non-exclusive use of references to the Service Provider and the Registry in accordance with the Service Provider's [advertising guidelines](#), which may be amended or supplemented from time to time; and
- m) although the Service Provider has no obligation with respect to the content of any information provided by or on behalf of the Service Recipient to the Service Provider or the Registry, the Service Provider reserves the sole and absolute right to reject or delete from the Registry any such information and to Delist VERRs if, in the Service Provider's opinion, the Service Recipient has breached any of the obligations, representations, warranties or covenants set forth in this Agreement.

4. Fees, Payment and Invoicing

4.1 The Service Recipient will pay the Service Provider for the Services requested in:
(a) the Application; and (b) the Service Recipient's Notice of Registry Account Instructions plus any and all applicable taxes. Invoices for Fees will be sent electronically.

4.2 All payments owing to the Service Provider from the Service Recipient shall be paid before the Service Provider initiates and provides any Service requested by the Service Recipient. For Canadian based companies, the Fees are to be remitted in Canadian dollars. For US based companies, the Fees are to be remitted in US dollars. For companies outside of Canada and the United States, the currency of fees will be as indicated on the Notice of Account Instructions.

- a) a cheque or money order for all amounts owing (and, where applicable, including taxes and the GST registration number: 119441681RT0001) by the Service Recipient payable to "CSA Standards" which may be couriered or mailed to:

CSA Group
P.O. Box 1924, Postal Station A
Toronto, ON Canada M5W 1W9
Phone (416) 747-4369 <>Fax (416) 401-6773
E-mail: ghgregistries@csa.org
www.ghgregistries.ca/cleanprojects

or

- b) a credit card payment (through one of VISA, MasterCard, or American Express) by providing all relevant credit card information listed on the Notice of Registry Account Instructions.

4.3 All fees paid by the Service Recipient are non-refundable.

5. Conflict of Interest and Consent for Related Business Dealings

5.1 The Service Provider shall provide the Services in a manner that reflects the Standards as they pertain to conflicts of interest with other business units and/or divisions of the CSA Group.

5.2 The Service Recipient acknowledges that other business units and/or divisions of the Service Provider will, during the Term of this Agreement, engage in the business of providing independent third party Validation, Verification and related services (such entities constituting a "Related Service Provider") and that nothing in the Application or this Agreement shall be interpreted as imposing upon a Related Service Provider any duty or obligation to refrain from participating in such businesses. The Service Recipient acknowledges that nothing in this Agreement shall be interpreted as imposing upon the Service Provider any duty or obligation, whether fiduciary or otherwise with respect to the Services provided by the Service Provider and its relationship to the Service Recipient, Related

Service Providers and/or other business units and divisions of the CSA Group.

5.3 With respect to the Services that are the subject of this Agreement, the Service Provider shall ensure that the Service Provider is impartial to any Related Service Provider in accordance with its policies and procedures, as may be amended or supplemented from time to time.

6. Information, Confidentiality and Disclosure

6.1 In accordance with Section [2.5](#) and the terms of this Agreement, the Service Recipient hereby authorizes the Service Provider to publicly post information received from the Service Recipient on the internet-based, publicly accessible Registry and assumes full responsibility for ensuring that:

- a) the information posted on the Registry does not contain any Personal Information or, in the alternative, that all required consents have been obtained for the disclosure of such Personal Information;
- b) the information posted on the Registry does not contain any information which may be reasonably considered by the Service Recipient or any third party to be proprietary or confidential information;
- c) the Service Recipient has received and reviewed a copy of the CSA's Group Privacy Statement (the "Privacy Policy") which may be found at www.csagroup.org/legal/pop/privacy/ and agrees to conduct itself and treat all Personal Information in accordance with the Privacy Policy and in compliance with Privacy Legislation as applicable to the subject matter of this Agreement;
- d) the Service Recipient shall notify its employees and agents of the legal provisions, duties and obligations of applicable Privacy Legislation and of the privacy provisions of this Agreement and shall instruct them to act accordingly; and
- e) the Service Recipient shall promptly notify the Service Provider in the event that the Service Recipient becomes aware of a contravention or anticipated contravention of the Privacy Policy or this Agreement and the steps it proposes to take in order to address or prevent such contravention.

6.2 The Service Provider and the Registry shall be entitled to use all information, including Personal Information received from the Service Recipient on an

aggregate, non-identifiable basis for research purposes.

6.3 Notwithstanding anything contained in this Agreement, the Service Recipient acknowledges that data exchanged electronically and stored on the Registry may be intercepted or captured. The Service Provider agrees to use commercially reasonable efforts to ensure the confidentiality of such data, but assumes no responsibility for the unauthorized interception or capture of any communications or documentation. Similarly, the Service Recipient acknowledges that access to internet services is not always reliable and that the Service Provider website and Registry may not be accessible at all times. The Service Provider will use commercially reasonable efforts to ensure that its website and the Registry are accessible to the Service Recipient and to third parties as required.

6.4 Any notice, demand, request or other communication to be given or made under this Agreement to a Party shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail addressed to the recipient to the Party's address specified below or at such other address as such Party notifies to the other Party from time to time, and will be effective upon receipt:

a) For the Service Provider:

Attention:

CSA Standards
CSA Climate Change, GHG Registries

155 Queen Street, Suite 1300,
Ottawa, ON K1P 6L1 Canada
Tel.: (613) 565-5151
Fax: (613) 565-5743

8501 E. Pleasant Valley Road,
Independence, OH USA 44131-5575
Tel: (216) 524-4990
Fax: (216) 520-8979

E-mail: ghgregistries@csa.org

And, where the notice, demand, request or communication is of legal significance, or is provided pursuant to any of the notice provisions under this Agreement, to:

Attention: EVP, Chief Legal, Ethics & Compliance Officer
178 Rexdale Boulevard
Toronto, Ontario
M9W 1R3

E-mail: legal@csagroup.org

b) For the Service Recipient consisting of:

i) Project Proponent: _____
Attention: _____
Address: : _____
Address 2 (if required): _____
City, State/Province: _____
Postal/ Zip Code: : _____
Country: _____
Tel: _____
Fax: _____
Email: _____

and, if applicable,

For the Authorized Project Contact: _____
Attention: _____
Address: _____
Address 2 (if required): _____
City, State/Province: _____
Postal/ Zip Code: : _____
Country: _____
Tel: _____
Fax: _____
Email: _____

Communication shall be deemed to have been received on the fifth (5th) Business Day following mailing of such communication. Facsimile communication or hand delivery shall be deemed to have been received when sent. E-mail shall conclusively be deemed to have been delivered to the recipient at the time of receipt by the sender of an electronic "read" receipt, and the receiving Party hereby agrees to permit and arrange for such receipt to be generated and delivered electronically to the sending Party.

6.5 Where the Service Recipient and the Service Provider choose to exchange data electronically, the Parties will use reasonable commercial efforts to ensure timeliness, and accuracy and confidentiality of transmissions, and to prevent

fraud. However, the Service Recipient and the Service Provider acknowledge that electronic data exchange is imperfect. Accordingly, if there are differences between an electronic document as received by the Service Recipient from Service Provider and the document in its original form held by Service Provider (whether such original is electronic or otherwise), the document in its original form shall govern. The Service Provider neither assumes nor accepts any responsibility for the unintended delay, omission, or error relating to the electronic transmission or receipt of any communications or documents. The Service Recipient agrees to make all reasonable commercial efforts to ensure the accurate electronic transmission of information to the Service Provider and acknowledges that Service Provider is relying fully on the accuracy and authenticity of all documents provided by the Service Recipient electronically.

7. Amendments

- 7.1 The Parties acknowledge that this Agreement and the Application for Services have been entered into at a time when Canadian and US GHG Programmes and the legal regime governing GHG registries are evolving and are subject to change. The Service Recipient acknowledges that related amendments to any or all of the Application, this Agreement and the Services may be required in accordance with the terms of this Agreement and agrees to provide notice of any and all relevant GHG Programme changes to the Service Provider.
- 7.2 The Service Recipient acknowledges that the Service Provider reserves the right to periodically update and revise the Application and this Agreement, including the Services and Fees, and to issue a new agreement or fee structure. Such amendments will become a binding Agreement between the Service Recipient and the Service Provider and apply to all Services requested by the Service Recipient on the date that is one hundred and twenty (120) days after the date of the Service Provider's written notice of such amendments to the Service Recipient, unless the Service Recipient has exercised its right to terminate in accordance with Article [13](#) of this Agreement. In the event that any amendments to the Application or this Agreement are relevant to the Service Recipient's VERRs that have already been Listed by the Service Provider:
- a) the Service Provider will ensure that such Listed VERRs are appropriately identified with the applicable version of the Application and/or the Agreement in force on the date the VERRs were Listed; and
 - b) the Service Recipient shall be bound by the terms of the amended Agreement for any and all Service Recipient requests for Services that will

apply on the date that is one hundred and twenty (120) days after the date of the Service Provider's written notice of amendment.

- 7.3 In the event that applicable GHG Programme changes prevent the Project or the resulting VERRs from being Listed by the Service Provider, the Parties agree that, as of the date of such change(s), the Service Provider will Delist the Project and/or the VERRs without further charge to the Service Recipient within ten (10) Business Days.

8. Representations and Warranties

8.1 The Service Recipient represents and warrants that:

- a) all the information provided to the Service Provider in or pursuant to the Application and this Agreement is complete and accurate and conforms to the requirements of the Standards, and/or any GHG Programme, as applicable;
- b) the provision of information to the Registry and the Service Provider by the Service Recipient and the posting of such information on the Registry does not infringe on the intellectual property rights (including the moral rights) of any third party;
- c) the Service Recipient is duly empowered to execute this Agreement and has provided evidence satisfactory to the Service Provider of its authority;
- d) where the Service Recipient includes the Authorized Project Contact, the Project Proponent and Authorized Project Contact have executed and delivered the Designation of Authorized Project Contact (Schedule C of the Application) to the Service Provider or provided the Service Provider with proof of the Authorized Project Contact's written authority from the Project Proponent in such form and substance satisfactory to the Service Provider, in its sole and absolute discretion;
- e) the VERRs are not listed, posted, registered or otherwise the subject of a registry or similar service applicable to VERRs, emission credits, offsets and similar environmental products (an "Alternate Registry");
- f) the Service Recipient, the Project, and any resulting VERRs are in compliance with the all requirements of the applicable GHG Programme identified by the Service Recipient in the Application, and the Standards, as applicable;

- g) each of the Project Proponent and, if applicable, the Authorized Project Contact, is a valid legal entity and each of the Project Proponent and the Authorized Project Contact has the legal power and authority to request Services from the Service Provider and enter into this Agreement in accordance with the Application;
- h) the Service Recipient is in compliance with all applicable laws relating to the Project or the VERRS or having a material impact on the Service Recipient's ability to perform its obligations under this Agreement, and has not received nor is aware of any complaint, order, directive, claim, citation or notice with respect to any matter of non-compliance with such laws;
- i) the Service Recipient has all authorizations needed to conduct its business, carry out the Project and execute, and comply with its obligations under this Agreement and is not aware of any reason which would have the effect of impeding the continuance or renewal, in the ordinary course, of any such authorization;
- j) the execution and delivery of this Agreement and the completion of the Services and Service requests contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of each of the Project Proponent and, if applicable, the Authorized Project Contact, and this Agreement, upon execution, constitutes a legal, valid and binding obligation of each of the Project Proponent and, if applicable, the Authorized Project Contact, enforceable against it in accordance with its terms;
- k) the provision of Personal Information disclosed by the Proponent and/or if applicable, the Authorized Project Contact, pursuant to this Agreement does not, and will not contravene the Privacy Policy or any Privacy Legislation;
- l) the Service Recipient has good and marketable title to, or a valid legal interest in, the Project and the VERRS;
- m) no litigation, arbitration, administrative proceeding or other related action is currently pending or has been threatened and to the best of the knowledge after due inquiry of the Service Recipient no claim has been made which is likely to impact or adversely affect any or both of the Project or the VERRS or materially impact or adversely affect any or both of the Project Proponent or the Authorized Project Contact;
- n) all records (including reports, data, documents and any other form of information) provided to the Service Provider by or on behalf of the Service Recipient are true and accurate and do not contain any material misstatement of fact or omit to state a material fact or any fact necessary

to make the statements contained herein or therein not materially misleading;

- o) the participation of the Service Recipient is voluntary and free from any inducement or coercion; and
- p) none of the representations and warranties in this Section [8.1](#) omits any matter the omission of which makes any of such representations and warranties misleading.

8.2 Where the Project Proponent designates an Authorized Project Contact, all representations and warranties set out in this Agreement and made by or on behalf of the Service Recipient shall be deemed to be made by each of the Project Proponent and the Authorized Project Contact on a joint and several basis.

8.3 The Service Recipient acknowledges that it makes the representations and warranties in Section [8.1](#) of this Agreement with the intention of inducing the Service Provider to enter into this Agreement and that the Service Provider enters into this Agreement on the basis of, and in full reliance on, each of such representations and warranties.

9. Events of Default and Available Remedies

9.1 Any one of the following shall constitute an event of default ("Event of Default") under this Agreement:

- a) any of the Service Recipients breach any covenant or provision set forth in this Agreement and such breach is not remedied within ten (10) Business Days of receipt of notice of such breach from the Service Provider;
- b) any representation or warranty made by the Service Recipient hereunder shall prove to have been false or misleading in any material respect when made, deemed made or repeated;
- c) the Service Recipient has failed to comply with the Conditions of Service set out in Section [3.1](#) of this Agreement other than Subsection [3.1\(d\)](#) of this Agreement;
- d) the Service Recipient has failed to comply with the Conditions of Service set out in Subsection [3.1\(d\)](#) of this Agreement;

- e) the Service Recipient fails to have, maintain and have the authority to register all right, title and interest in, and benefits associated with the VERRs and the Project;
- f) any of the Service Recipients becomes insolvent, bankrupt or takes the benefit of any insolvency or bankruptcy statute, enters in a plan of arrangement for the benefit of its creditors, or makes a general assignment for the benefit of creditors;
- g) any authority condemns, nationalizes, seizes, or otherwise expropriates all or any substantial part of the Project or the VERRs or assumes custody or control of the Project or the VERRs, or takes any action that would prevent any of the Service Recipient from carrying the Project, creating the VERRs, or complying with any of the Service Recipient's obligations under this Agreement;
- h) any authorization or waiver necessary for the Service Recipient to purchase the Services from the Service Provider and perform and observe their obligations under this Agreement, is not obtained when required or is rescinded, terminated, lapses or otherwise ceases to be in full force and effect;
- i) subject to Section [7.2](#) of this Agreement, this Agreement, the Application or any of their respective provisions:
 - i) is revoked, terminated or ceases to be in full force and effect without, in each case, the prior consent of the Service Provider, and such event, if capable of being remedied, is not remedied to the satisfaction of the Service Provider within sixty (60) days of the Service Provider's notice to the Service Recipient; or
 - ii) becomes unlawful or is declared void;
- j) this Agreement is repudiated or the validity or enforceability of any of its provisions at any time is challenged by any entity in a manner that may have a material effect on the delivery of, and payment for, the Services and such repudiation or challenge is not withdrawn within sixty (60) days of the Service Provider's notice to the Service Recipient requiring that withdrawal; provided that no such notice shall be required or, as the case may be, the notice period shall terminate if and when such repudiation or challenge becomes effective;
- k) any of the Service Recipients fail to comply with any applicable law, regulatory action, change in regulatory requirements or change in the Standards;

- l) the Service Recipient fails to pay amounts owing to the Service Provider in accordance with Article [4](#) of this Agreement; or
- m) the Service Provider fails to provide the Services to the Service Recipient in accordance with the terms of this Agreement, the Service Recipient is in full compliance with all of its obligations under the Application and this Agreement, and the Service Provider has not remedied such non-compliance within ten (10) Business Days of receipt of the Service Recipient's written notice of such failure to comply.

9.2 If an Event of Default as set out in Subsections [9.1\(a\) to \(l\)](#), inclusive, has occurred and is continuing, the Service Provider may:

- a) suspend or terminate this Agreement in accordance with Sections [13.2](#), [13.4](#), [13.6](#) and [13.7](#) of this Agreement; and
- b) exercise any and all rights and remedies available to the Service Provider under this Agreement and in both law and equity.

9.3 If an Event of Default as set out in Subsections [9.1\(d\)](#) of this Agreement has occurred:

- a) the Service Provider may exercise any of the remedies set out in Subsections [9.2\(a\)](#) and [9.2\(b\)](#) of this Agreement;
- b) the Project Proponent and, if applicable, the Authorized Project Contact shall be jointly and severally liable to pay the Service Provider all costs incurred by the Service Provider to address the implications of such Event of Default and a flat fee of five hundred dollars (\$500.00) for each incident of concurrent listing in an Alternate Registry; and
- c) if such Event of Default is not remedied within ten (10) days of the date on which the Service Recipient becomes aware that the Listed VERRs are also the subject of an Alternate Registry, then the Service Provider will Delist the subject VERRs.

9.4 If an Event of Default as set out in Subsection [9.1\(m\)](#) has occurred and is continuing the Service Recipient, may:

- a) suspend or terminate this Agreement in accordance with Sections [13.3](#), [13.4](#), [13.6](#) and [13.7](#), of this Agreement; and

- b) subject to the Service Provider's limitation on liability as set out in Sections [10.1 to 10.3](#), inclusive, of this Agreement, exercise any and all rights and remedies available to the Service Recipient under this Agreement and in both law and equity.

10. Liability and Indemnification

10.1 The Service Recipient acknowledges and agrees that the Service Provider will not be responsible or liable to any Person or entity for any loss (including economic loss), damage, liability or claim of any kind relating to the Services and, without limitation, arising out of :

- a) the injury or death to persons or damage to real or personal property caused, directly or indirectly, by the actions, inaction or negligence of any of the Service Recipients or the Project; and
- b) the designation, authorization and conduct of the Authorized Project Contact and the Project Proponent in relation to the Application or this Agreement.

10.2 The Service Provider and CSA shall not be liable for any consequential, incidental, indirect, punitive or special damages (including loss of profits or revenue, data, business or goodwill), resulting from or relating to the Services performed by Service Provider, whether arising out of breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.

10.3 Without limiting the foregoing, the Service Provider's collective and total liability to all Service Recipients for any losses, costs, claims, and damages arising pursuant to the Service Provider's obligations under this Agreement shall be limited to instances of the Service Provider's gross negligence or wilful misconduct, as determined by the decision of an arbitrator in accordance with the terms of this Agreement, and in no way shall exceed the total fees paid by the Service Recipient to the Service Provider.

10.4 The Service Recipient will indemnify, defend and hold harmless the Service Provider, the Registry, CSA and each of their respective affiliates, divisions, business units, and agents, sub-contractors, members, shareholders, advisors, officers, directors and employees (collectively "Covered Parties") on demand against any claims, loss, cost, judgment, award, expense (including reasonable

legal fees), damage or liability (collectively, "Claims") that any Covered Party or any other party might suffer or incur in connection with, or arising directly or indirectly out of the Services, including, without limitation:

- a) the Project;
- b) the transfer and use of VERRs;
- c) applicable GHG Programme requirements; and
- d) any breach of the Application and this Agreement;

except to the extent that such Claim arises out of the Service Provider's gross negligence or wilful misconduct, as determined by the decision of an arbitrator in accordance with the terms of this Agreement.

10.5 By accepting or approving anything required to be accepted or approved by the Service Recipient pursuant to this Agreement, the Service Provider shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by the Service Provider.

10.6 The provisions of this Article [10](#) shall survive the expiration or termination of this Agreement to the full extent permitted by law.

11. Force Majeure

11.1 Each Party is excused from performance of its obligations under this Agreement if such obligations cannot be performed due to a Force Majeure, but only:

- a) for the duration of that Force Majeure;
- b) if the Party claiming the Force Majeure gives the other Party prompt written notice within five (5) days of the initial occurrence and all reasonable details of the existence and continuance of Force Majeure; and
- c) for so long as the Party claiming a Force Majeure takes all reasonable steps to mitigate the Force Majeure.

11.2 If any material obligation under this Agreement is not performed due to

Force Majeure for more than ninety (90) consecutive days or for more than ninety (90) days in any one hundred and eighty (180) day period, the Party not claiming the Force Majeure has the right to suspend its obligations under this Agreement without affecting any other obligation under this Agreement not affected by the Force Majeure or terminate this Agreement in accordance with Article [13](#) of this Agreement.

12. Dispute Resolution and Governing Law

12.1 All disputes arising out of or in connection with this Agreement shall, to the extent possible, be settled amicably by negotiation between the Parties within sixty (60) days from the date of written notice by a Party of the existence of such dispute. If, within sixty (60) days after written notice of the existence of a dispute, the Parties do not resolve the dispute, then such dispute shall be settled finally through arbitration in accordance with this Article [12](#), and the Arbitration Act, 1991 of the Province of Ontario.

12.2 The arbitration shall be conducted under the Arbitration Act, 1991 with reference to the Optional Rules of Arbitration of Disputes Relating to Natural Resources and/or the Environment of the Permanent Court of Arbitration in effect on the date of this Agreement. Such dispute shall be referred by the Parties to a single independent arbitrator with experience in emissions trading and related GHG registries, who shall be agreed upon by the Parties to the dispute. Failing such agreement within four (4) weeks after notice by any Party, then an arbitrator may be named as provided in the Arbitration Act, 1991.

12.3 The legal place of arbitration shall be Toronto, Ontario, Canada as the Parties hereby agree that this is the most appropriate and competent jurisdiction for the resolution of disputes related to this Agreement. The decision of the arbitrator shall be rendered in writing with all reasonable speed and shall be final and binding upon the Parties and shall not be subject to appeal or to judicial review, by certiorari or otherwise, by any court or tribunal whatsoever. The language to be used in the arbitral proceedings shall be English. Any monetary award shall be made and paid in Canadian dollars.

12.4 Except as required by law, neither a Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties. Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration.

12.5 This Agreement shall be governed by and shall be interpreted in accordance with, and the Parties shall attorn to the exclusive jurisdiction of, the laws of the Province of Ontario and the laws of Canada applicable therein, regardless of the place of execution and without regard to conflict of law provisions.

13. Term, Termination and Renewal

13.1 The term of this Agreement will commence upon the Effective Date and will continue until the earlier of:

- a) date that is the eighth anniversary of the Effective Date; and
- b) the date on which this Agreement is terminated by a Party in accordance with the terms of this Agreement;

with the period thereof being the "Term". If the Service Recipient wishes to continue to have the Project Listed following the termination of this Agreement, and the Service Provider agrees to continue providing the Services to the Service Recipient, the Parties will sign a new agreement in the form provided by the Service Provider.

13.2 The Service Provider may terminate this Agreement if:

- a) CSA, at its sole discretion, chooses to discontinue the Registry and related Services; or
- b) at the time, the Service Provider is not in material breach of this Agreement and an Event of Default stipulated in Subsections [9.1\(a\) to \(l\)](#) has occurred and is continuing.

in which case Sections [13.4](#), [13.6](#) and [13.7](#) of this Agreement shall apply.

13.3 The Service Recipient may terminate this Agreement if, at the time, none of the Service Recipients are in material breach of this Agreement and an Event of Default stipulated in Subsection [9.1\(m\)](#) has occurred and is continuing, in which case Sections [13.4](#), [13.6](#) and [13.7](#) of this Agreement shall apply.

13.4 If the Service Provider or the Service Recipient terminates this Agreement pursuant to Sections [11.2](#), [13.2](#) or [13.3](#), the terminating Party shall give the non-terminating Party written notice of termination specifying the reasons for termination and a termination date. The termination date shall be the date specified in the notice of termination given by the terminating Party, which shall

be no less than thirty (30) days and no more than ninety (90) days after the date the notice of termination is given.

13.5 This Agreement may be terminated without cause by either Party upon ninety (90) days advance written notice, in which case Sections [13.6](#) and [13.7](#) of this Agreement shall apply.

13.6 With respect to the Parties' obligations and liabilities under this Agreement, each Party shall:

a) perform all covenants and obligations under this Agreement up to and including the termination date, and remain liable to the other Parties in respect thereof; and

b) be released from all obligations and liabilities under this Agreement arising after the termination date except for those obligations and liabilities set forth in Articles [6](#), [10](#), [12](#) and [13](#), Sections [14.3](#), [14.8](#), [14.9](#), [14.10](#), and [14.11](#) and Subsection [3.1\(d\)](#) of this Agreement.

13.7 Upon the termination of this Agreement, the Service Provider shall have the right to Delist or accordingly identify the Service Recipient's Project and the Service Recipient's VERRs on the Registry, and to deny the Service Recipient access to any non-public portion of the Registry. In order to document the Services, the Service Provider may retain all information relating to the Project and VERRs and shall not be obligated to return any materials to the Service Recipient. The Service Recipient must immediately cease and desist all reference to the Service Provider and the Registry and use of the Registry's and the Service Provider's registered trademarks. Termination shall not relieve the Service Recipient of its obligation to pay all outstanding accounts and to indemnify the Service Provider under the terms of this Agreement.

14. General

14.1 **Non-Assignability.** This Agreement shall not be assigned by the Service Recipient without the written consent of the Service Provider. Upon the written request from the Service Recipient to assign this Agreement to another party (the "Assignee") and receipt of documentation sufficient in the Service Provider's judgment to confirm the legal status of the Service Recipient and Assignee, and the transaction and relationship between them, the Service Provider will prepare

new documentation to be signed by the Assignee confirming that the Assignee will be bound by this Agreement, where the above requirements have been satisfactorily met in the Service Provider's sole and absolute discretion. This Agreement shall be binding upon and for the benefit of the Service Recipient and the Service Provider and their respective successors, administrators, heirs, executors, and personal representatives.

14.2 English Language. The Service Provider and the Service Recipient hereby acknowledge that they have required that this Agreement and all documentation, notices and judicial proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. Les parties aux présentes reconnaissent avoir exigé que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentés à la suite des présentes ou se rapportant directement ou indirectement à la présente convention, soient rédigés en anglais.

14.3 Deemed Original. The Service Provider and the Service Recipient agree that any legible and complete electronic reproduction of a signed original of this Agreement, including an electronically scanned or facsimile copy, shall be deemed an original, and binding upon the Service Recipient and the Service Provider for all purposes, even if the original is destroyed. This Section shall survive termination of this Agreement to the fullest extent permitted by law.

14.4 Severability. If any part or parts of this Agreement are held to be invalid, it shall be deemed to be severed to the extent of the invalidity, and the remaining parts of the Agreement will continue to be valid and enforceable.

14.5 Waiver. No waiver, alteration or modification of any of the provisions of this Agreement will be binding unless in writing and signed by a duly authorized representative of the party to be bound. Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so does not constitute a waiver of those rights, powers or remedies.

14.6 Relationship of the Parties. The Service Provider and the Service Recipient shall not represent themselves as the agent or legal representative of the other or as a participant in a joint venture with the other for any purpose whatsoever, nor shall the Service Provider or the Service Recipient have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever.

14.7 Joint and Several Liability. If more than one Service Recipient executes

this Agreement, the obligations of the Project Proponent and the Authorized Project Contact hereunder are joint and several. Each of the Service Recipients undertakes absolutely, unconditionally and irrevocably, jointly and severally, as primary obligor and not as a surety, to perform all obligations under this Agreement of the Service Recipient in accordance with the terms of this Agreement. Each of the Service Recipients is jointly and severally liable for the obligations of any of the Service Recipients under this Agreement.

14.8 Enforcement of Remedies. Each of the Service Recipients hereby acknowledges that, to the extent permitted by applicable law, the remedies provided hereunder, including for greater certainty the remedies provided to the Service Recipients under this Agreement, are for the benefit of the Service Recipients collectively and acting together and not severally and further acknowledges that its rights hereunder are to be exercised not severally, but collectively.

14.9 Entire Agreement. This Agreement contains the complete and exclusive understanding of the Parties with respect to the matters contained herein, and supersedes any previous agreements or representations. If there is any discrepancy between this Agreement and any future agreement between the Parties, this Agreement shall prevail to the extent of the discrepancy, unless that future agreement specifically provides otherwise and is executed by a duly authorized representative of the Service Provider.

14.10 Saving of Rights. The rights and remedies of the Service Provider in relation to any misrepresentation or breach of any provision on the part of any of the Service Recipients shall not be prejudiced by any investigation by or on behalf of the Service Provider into the affairs of each or all of the Service Recipients, by the execution or the performance of this Agreement or by any other act or thing which may be done by or on behalf of the Service Provider in connection with this Agreement and which might, apart from this Section, prejudice such rights or remedies.

14.11 Further Assurances. The Service Recipient shall, from time to time and at all times perform such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully carry out and perform the Services in accordance with the terms and process set out in this Agreement. Without limiting the generality of the foregoing, the Service Recipient shall promptly execute and deliver, upon the reasonable request of the Service Provider, all such other and further documents as may be reasonably required to more fully state the obligations of any Party to this Agreement, and/or make any

recording, file any notice or obtain any related consent.

14.12 **Amendment.** Any amendment of any provision of this Agreement, including the Schedules, must be in writing and signed by all Parties.

14.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Each of the Parties acknowledges and agrees that delivery of a facsimile or other means of electronic communication of this Agreement executed by a Party, without any further act by such Party, shall be a valid form of execution and delivery of this Agreement by such Party.

IN WITNESS WHEREOF this Parties have executed this Agreement on the _____ day of _____, _____.

Canadian Standards Association, as represented by the GHG CleanProjects® Registry business unit of the Standards Division		if applicable, the
Per: (signature on above line) Name: Leila Julia Zadeh	Per: (signature on above line) Name:	Per: (signature on above line) Name:
Title: Program Manager, registry Services, CSA Group	Title:	Title:
Having the authority to bind the company.	Having the authority to bind the company.	Having the authority to bind the company.

- Please provide two copies of [Schedule B](#) with the appropriate contact information completed on [Page 13](#), after [Page 27](#) is completed and signed. Once [page 27](#) is in turn duly signed by the **GHG CleanProjects® Registry** authority, one copy will be returned.

Schedule of Services and Fees

The following Schedule set out the Services offered by the Registry and the related fees for such services to be paid by the Service Recipient prior to commencement and completion of the Service by the Registry in accordance with the terms and conditions of the **GHG CleanProjects® Registry** Service Agreement.

Registry Service	Applicable Fee
Project Related Services	
Project Proponent: Download, complete, and submit GHG CleanProjects® Registry Application Form (including all applicable Schedules)	
Internal administration and processing of Application Form including activating a GHG CleanProjects® Registry project account for the Service Recipient.	\$200.00*
Public posting of project information for display on the publicly accessible portion of the Registry in accordance with Subsection 2.5(d) of the Agreement:	
Display the preliminary project information (prevalidation)	\$250.00*
and/or	
Display the Display GHG Report (14064-2 section 5.13b) (prevalidation)	\$250.00*
and/or	
Display the validation report (14064-2 section 5.13a) (validation)	\$250.00*
If required:	
Display a new or updated GHG Report or Validation Report. Update the Account.	\$250.00*
Display the Verification Report on the publicly accessible portion of the Registry. Update the Account without requesting serialization.	\$250.00 *
Change the Account Statement relating to the ownership or status of the Project, the Project Proponent, the Authorized Project Contact, or other parameter	\$250.00*
If required:	
Delist the Project and provide Project-related communications and notices outlined in the detailed Delisting instructions set out in the Service Recipient's Notice of Registry Account Instructions to one Person or entity. Communications may include: (i) providing notice of Project Delisting to an Alternate Registry or other entity; (ii) confirmation of the Registry's prior listing of the Project; or (iii) other communications agreed to by the Parties.	\$250.00 [further Project-related communications to additional Persons/entities shall be charged a fee to be agreed to by the Parties on a per communication basis]
List additional documents, GHG assertions, and reports (other than a Verification Report, which shall accompany the listing of any VERRs) as agreed upon by the Parties.	Fee to be agreed to by the Parties.

VERR Related services	
NOTE: ALL OF THE FOLLOWING SERVICES CANNOT BE PERFORMED IN ISOLATION AND MUST BE PRECEDED BY THE SERVICE RECIPIENT DISPLAYING THE PROJECT ON THE REGISTRY	
Serialize and display VERRs, post the corresponding Verification Report(s), update Account Statement	\$0.05/VERR
Delist specified quantities and relevant serial numbers of VERRs.	Included in the fee for Listing and serializing VERRs
Delist, retire, and identify as retired, specified quantities and relevant serial numbers of VERRs.	Included in the fee for Listing and serializing VERRs
Additional Services	
Additional GHG Programme Requirements as identified by the Service Recipient and agreed to by the Service Provider.	Fee to be agreed upon by the Parties

** This fee applies for the duration that the Project is Listed and will not be payable again if the Parties enter into a new agreement pursuant to Section [13.1](#).*