



**GHG CleanProjects® Registry**  
**SCHEDULE C**  
**Designation of Authorized Project Contact**

**RE: PROJECT TITLE:** \_\_\_\_\_

**TO: CANADIAN STANDARDS ASSOCIATION ("CSA")**

**AND TO: AUTHORIZED PROJECT CONTACT**

Authorized Project Contact Company Name: \_\_\_\_\_  
(If Authorized Project Contact is a corporate entity, please complete the attached Certificate of Incumbency.)

Attention: \_\_\_\_\_

Address: : \_\_\_\_\_

Address 2 (if required): \_\_\_\_\_

City, State/Province: \_\_\_\_\_

Postal/ Zip Code: : \_\_\_\_\_

Country: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**1. AUTHORITY**

The undersigned Project Participants (the "Project Participants"), hereby authorize and direct the Authorized Project Contact(s) for and on behalf of the undersigned to:

- (a) manage all communications with CSA with respect to the Project;
- (b) make payments owing to CSA in accordance with the terms of the Service Agreement between the CSA and the Project Participants;
- (c) provide listing or delisting instructions to CSA with respect to the Project and the VERRs; and

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CSA Group  
GHG Registries

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Tel.: (416) 747 - 2339	Tel: (216) 524-4990
Fax: (416) 401-6779	Fax: (216) 520-8979

E-mail: [ghgregistries@csagroup.org](mailto:ghgregistries@csagroup.org)  
[www.ghgregistries.ca/cleanprojects](http://www.ghgregistries.ca/cleanprojects)

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- (d) generally do, execute or perform all such further acts in relation to the Project and the VERRs and their listing or delisting on the GHG CleanProjects® Registry.

## **2. REPRESENTATION**

Each of the Project Participants represent and warrant that they have the authority to execute this Designation of Project Contact, and that no consents, waivers or other documentation is required in order to confer such authority upon each of the Project Participants.

## **3. RATIFICATION**

The Project Participants ratify and confirm whatever the Authorized Project Contact may do or purports to do in good faith in the exercise of any power conferred by this Designation of Authorized Project Contact, including but not limited to, all actions in respect to the terms and conditions of the Service Agreement, the Acknowledgement of the Mandate and any notices or instructions pursuant thereto.

## **4. COMMUNICATIONS WITH THE AUTHORIZED PROJECT CONTACT**

The Authorized Project Contact shall be the sole point of contact between the Project Participants and CSA. Notwithstanding the foregoing, the Project Participants acknowledge and agree that if the Authorized Project Contact does not respond to a question or request made by CSA of the Authorized Project Contact within fourteen (14) days of such question or request, CSA may contact the Project Participants in place of the Authorized Project Contact.

## **5. VALIDITY**

The Project Participants declare that this Designation of Authorized Project Contact shall be valid and shall not be revoked until all Project Participants submit a new Designation of Authorized Project Contact to CSA. The Project Participants acknowledge and agree that CSA may direct the Project Participants to revoke this Designation of Authorized Project Contact, and the Project Participants agree that they will then submit a new Designation of Authorized Project Contact to CSA and revoke this Designation of Authorized Project Contact within forty-five (45) days of receiving such direction.

## **6. LIABILITY**

CSA shall have no liability whatsoever in relation to this Designation of Authorized Project Contact, and shall be held harmless from any and all disputes, controversies, proceedings or claims whatsoever arising out of, or in any way relating to, this Designation of Authorized Project Contact or its formation or any act performed or claimed to be performed under it, including but not limited to, any disputes in relation to this Designation of Authorized Project Contact between or among the Authorized Project Contact and the Project Participants.

## **7. INDEMNITY**

The Authorized Project Contact and Project Participants will indemnify CSA and its directors, members, employees, agents, advisors, consultants and legal counsel against all claims, losses, costs, expenses, damage or liability which CSA may sustain or incur as

a result of any act performed by the Authorized Project Contact pursuant to this Designation of Authorized Project Contact or claimed to be performed under it (including any costs incurred in enforcing this indemnity).

**8. TERM**

This Designation of Authorized Project Contact shall commence upon the date of execution and shall be valid until the end of the term of the Service Agreement between CSA and the Project Participants, unless revoked in accordance with the terms of this Designation of Authorized Project Contact.

**9. GOVERNING LAW**

This Designation of Authorized Project Contact (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Designation of Authorized Project Contact or its formation or any act performed or claimed to be performed under it) shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties hereto submit to the exclusive jurisdiction of the courts of the Province of Ontario.

This shall be your full and sufficient authority for so doing.

SIGNED at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_

Per: (signature on above line)	Per: (signature on above line)
Name:	Name:
Title:	Title:
Having the authority to bind the company.	Having the authority to bind the company.



**GHG CleanProjects® Registry  
CERTIFICATE OF INCUMBENCY AND AUTHORITY**

Date: \_\_\_\_\_ day of \_\_\_\_\_.

**TO: CANADIAN STANDARDS ASSOCIATION**

With reference to Project Title: \_\_\_\_\_,

I, the undersigned [Chairman/Director] of \_\_\_\_\_  
(the "Authorized Project Contact"), duly authorized to do so, hereby certify that the  
following are the names, offices and true specimen signatures of the persons [each]  
[any two] of whom are, and will continue to be authorized to perform any of the actions  
to be performed by the Authorized Project Contact set out in the Designation of Project  
Contact:

<u>Name</u>	<u>Office</u>	<u>Specimen Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

You may assume that any such person continues to be so authorized until you receive authorized written notice from the Authorized Project Contact that they, or any of them, or any of them, is no longer authorized.

Yours truly,

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By: (signature on above line)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

being authorized to sign by way of a resolution of the Board of Directors dated this \_\_\_\_ day of \_\_\_\_\_.

Designations may be changed by the Authorized Project Contact at any time by issuing a new Certificate of Incumbency and Authority authorized by the Board of Directors of the Authorized Project Contact where applicable.

- 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 28](#) 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.