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 **Verification Policies Acknowledgement and Agreement**

This Verification Policies Acknowledgement and Agreement is executed as of the date first set forth below and delivered to the Climate Action Reserve (the "Reserve") bythe undersigned verification body ("Verifier").

Verifier acknowledges and agrees it shall meet the terms and conditions of this Agreement and acknowledges that it has obtained and will conform to the terms and requirements set forth in the following documents, which may be amended from time to time, as well as any additional documents that the Reserve may adopt in connection with verification activities :

1. the Climate Action Reserve Program Manual (the “Program Manual”);
2. the Climate Action Reserve Verification Program Manual (the "Verification Program Manual;
3. all protocols of the Reserve relating to project types for which Verifier is accredited, which are accessible at <http://www.climateactionreserve.org/how/protocols>;
4. all Reserve Policy Memos. The Program Manual, Verification Program Manual, and Reserve Policy Memos are available at <http://www.climateactionreserve.org/how/program/program-manual>. Collectively, these documents are referred to herein as the “Policy Documents;” and
5. the Reserve’s Terms of Use <http://www.climateactionreserve.org/how/program/program-manual>.

All capitalized terms used and not defined herein shall have the meanings defined in the Verification Program Manual.

Verifier acknowledges and agrees to comply in all respects with all processes and procedures prescribed by, and all other provisions of, the Policy Documents, including without limitation the following obligations of Verifier under the Verification Program Manual, subject to the more detailed provisions contained therein:

1. Indemnification and Liability:
	1. Verifier shall indemnify and hold harmless the Reserve against any direct or in-direct damage and costs (including defense costs) sustained or incurred by the Reserve arising out of any culpable violation of any of the Verifier’s obligations under this Agreement.
	2. Maintain professional liability insurance with a reputable insurer to the level of at least $4 million for each claim and $4 million annual aggregate. This professional liability insurance must be held separately from general or umbrella liability policies. The policy must provide coverage of damages and defense costs for any actual or alleged error, omission, neglect, misstatement or misleading statement, or breach of duty relating to verification activities undertaken by the verification body and have the Reserve named as an additional insured. The coverage territory for the insurance must include all geographic regions where the verification body operates and does business under the Reserve’s program. This insurance must be maintained for three years following the completion of verification services. Proof of insurance shall be provided to the Reserve within one month of the verification body’s usual insurance renewal date.
	3. If the Reserve determines (after completion of any appeal made by Verifier in accordance with the formal appeals process detailed in the Policy Documents) that an error was made by Verifier or that negligence or gross negligence, willful misconduct or fraudulent activity on the part of Verifier has occurred, and resulted in the issuance of any Climate Reserve Tonnes that do not reflect actual greenhouse gas reductions or removals in accordance with the Policy Documents or that were otherwise issued in violation of the Policy Documents, the Verifier will replace an equal number of Climate Reserve Tonnes, at a cost up to, but not to exceed, the professional liability insurance annual aggregate amount set forth above.
	4. In the event of any breach of this Verification Policies Acknowledgement and Agreement (including without limitation any non-compliance with the Policy Documents) or any material misstatement or omission contained in any Verification Document or any Verification Staff Reporting Form, the Reserve shall be entitled to pursue any rights and remedies available at law or in equity in any court of competent jurisdiction, provided, however, the Verifier’s total liability, if any, for any such damages related to this Agreement shall not annually exceed the professional liability insurance annual aggregate amount set forth above in Paragraph 1(ii).
2. Confidentiality and Data Protection
	1. Ensure that all personnel working on project verification activities have agreed to be bound by confidentiality obligations, including that Verifier accepts liability for any breach of confidentiality by its employees and agents.
	2. Maintain strict confidentiality with respect to any potentially market-sensitive information encountered while conducting project verification activities except, with respect to (1) any such information disclosed in the Verification Report, following the public release of such report by the Reserve and (2) request from accreditation and oversight bodies who may review, witness, and analyze any services and the associated data, information and Verification Reports.
	3. Retain records in line with protocol requirements, or for **at least seven years** from the date the Verification Report is accepted, following the end of the crediting period (whichever is longer). Records to be retained shall include all relevant evidence to support that Report.
	4. Provide full and free access to the Reserve to obtain all records, documents, accounting and other information maintained by the verification body in relation to Reserve projects.
3. Impartiality and Avoidance of Conflicts of Interest
	1. Provide the Reserve with a Notification of Verification Activities and Conflict of Interest (NOVA/COI) Form a minimum of **10 business days** before the commencement of work, so that the Reserve has an opportunity to review and address any potential conflicts and to observe any part of the verification activities it chooses.
	2. Ensure that Verifier duty of care is to the Reserve, not to the project developer and thus will maintain objectivity and impartiality while providing verification services.
	3. Not enter into any agreement or participate in any activity that could create a conflict of interest with a verification client without first notifying the Reserve in writing so that it may evaluate and mitigate any potential risks.
	4. Verifier nor its personnel shall hold Climate Reserve Tonnes (“CRTs”) or Registry Offset Credits (“ROCs”). It may have credits retired on its behalf, but the credits cannot be from a reporting period that Verifier has verified, or from a project that the Verifier has verified in the last six years. The Verifier acknowledges that if credits are retired on their behalf they are prohibited from ever verifying the project from which the credits have been issued. Furthermore, it may be determined that the Verifier has an ongoing organizational conflict of interest with the Project Owner, Project Developer and/or Account Holder from which the credits were issued and/or transacted.
4. Material Misstatements and Infringements
	1. Immediately report to the Reserve in writing (i) any material misstatement or omission determined to exist in any Verification Statement, List of Findings or Verification Report submitted to the Reserve and (ii) any material non-compliance with the Policy Documents determined to have occurred in connection with any verification activities performed by Verifier.
	2. This Verification Policies Acknowledgement and Agreement, all Verification Reports, Verification Opinions, Lists of Findings submitted by Verifier to the Reserve, and any additional documentation submitted by the Verifier to the Reserve, including but not limited to Verification Staff Reporting Forms (collectively, "Verification Documents"), may be relied upon by the Reserve and its successors and assigns in connection with, but not limited to, the issuance of Climate Reserve Tonnes and shall therefore be free from material errors;
5. Verifier Competence
	1. At a minimum, have two Lead Verifiers on staff to enable the appropriate management of the verification program and the separation of powers and responsibilities between the role of Lead Verifier and the role of independent Senior Internal Reviewer (independent reviewer in ISO 14065). The Reserve does also allow for the use of contracted staff to meet this requirement.
	2. Verifier shall ensure that each person who performs verification activities on behalf of Verifier is trained on and knowledgeable of all provisions of the Policy Documents applicable to the verification activities performed by such person.
	3. Verifier shall submit to the Reserve a completed and signed copy of the Verification Staff Reporting Form attached hereto as Exhibit A (i) on the date hereof and (ii) annually thereafter and within ten business days following verification personnel changes in accordance with the instructions set forth on such form.
	4. Ensure that all of its Lead Verifiers (team leaders in ISO 14065) are competent and have undertaken and successfully completed protocol-specific training, as required by the Reserve.
	5. Ensure that the Senior Internal Reviewer is an active Lead Verifier as defined by the Reserve, has been trained on the relevant protocol and is able to demonstrate continued competence and appropriate continuing professional development.
	6. Ensure that a Lead Verifier directs, supervises and leads the undertaking of the verification services, including signing all written reports and statements.
6. Evaluation of Verifier Performance
	1. Verifier authorizes the Reserve to share with the relevant accreditation body any formal or informal correspondence between verifier and the Reserve relating to any activities or actions under the Reserve program.
	2. Verifier authorizes the Reserve to conduct all activities involving or related to Verifier that are contemplated by the Policy Documents, including without limitation oversight of verification activities in accordance with Section 6.1 of the Verification Program Manual.
	3. Verifier acknowledges and agrees to comply in all respects with all processes and procedures prescribed by the accreditation body for which the verification body has obtained its accreditation to perform under the Reserve’s program.
7. Fraudulent Activity and Ethical Conduct
	1. Verifier shall ensure its personnel will complete required Reserve verification training homework and exam (“coursework”) independently. Consulting other individuals and/or plagiarizing others’ work to complete the homework and/or exam is strictly prohibited. Failure of personnel to complete the coursework independently may result in action against the individual verifier or verification body organization by the Reserve, up to and including revocation of an individual’s or organization’s approval under the Reserve. Where there is evidence of cheating or plagiarism this shall be reported to the accreditation body and the AB may determine this to constitute fraudulent and take appropriate action.
8. Termination or Suspension of Verifier Approval
	1. Failure to comply with this Verification Policies Acknowledgement and Agreement (including without limitation any non-compliance with the Policy Documents) may impact the approval of the verification body to perform verification under the Reserve’s program.
	2. If at any time the Reserve determines, in its sole discretion, that any such breach or material misstatement or omission has occurred, the Reserve shall have the right to immediately revoke Verifier's status as an authorized verification services provider and may bar Verifier from providing verification services to the Reserve for as long as the Reserve deems appropriate.

Verifier acknowledges and agrees as follows:

This Verification Policies Acknowledgement and Agreement is executed by Verifier as of the date first set forth below.

**VERIFIER**

|  |  |
| --- | --- |
| Verification Body: |  |
| Signature of Duly Authorized Representative:  |  |
| Name and Title of Signatory: |  |
| Date: |  |

**Exhibit A**

**CLIMATE ACTION RESERVE**

**VERIFICATION STAFF REPORTING FORM**

The purpose of this form is to ensure that all personnel of the undersigned verification body performing verification activities are disclosed to the Climate Action Reserve (the "Reserve"). All personnel undertaking verification activities must be listed on this form and the form must be signed by a duly authorized representative of the verification body. Please include the relevant role that each individual currently performs during verification activities.

This form must be submitted to the Reserve concurrently with the annual delivery of the Verification Policies Acknowledgement and Agreement. In addition, an updated copy of this form must be submitted to the Reserve promptly following any personnel change within the verification staff of the organization that affects the persons required to be disclosed on this form.

Please attach relevant supporting information (e.g., job classifications, experience, education, academic degrees, and professional licenses). Following the initial submission of any such information, the same information need not be submitted again with subsequent submissions of this form. Changes in and additions to previously submitted information, however, should be reported with any submission of this form.

|  |  |
| --- | --- |
| **Name of Verification Body:** |  |
| **Name of Primary Contact:** |   |
| **Contact Information:** | Mailing Address | Email Address | Phone Number |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |  |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

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| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

|  |  |
| --- | --- |
| **Name:** |   |
| **Employment Status:** | [ ]  Verification Body Employee | [ ]  Subcontractor – Please specify employer: |
| **Role:** | [ ]  Lead Verifier | [ ]  Verifier  | [ ]  Other Staff – Please Specify:  |

This Verification Staff Reporting Form is executed by the undersigned verification body as of the date set forth below.

|  |  |
| --- | --- |
| Verification Body: |  |
| Signature of Duly Authorized Representative:  |  |
| Name and Title of Signatory: |  |
| Date: |  |