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| [listing REPRESENTOR]  [listing REPRESENTOR]  [listing REPRESENTOR]  [listing REPRESENTOR]  [listing REPRESENTOR] | | | |
|  | JNR FREL LISTING DEED OF REPRESENTATION | |  |

**THIS DEED OF REPRESENTATION** is made on [DATE]

**BY**

* 1. [NAME AND ADDRESS OF LISTING REPRESENTOR];
  2. [NAME AND ADDRESS OF LISTING REPRESENTOR];
  3. [NAME AND ADDRESS OF LISTING REPRESENTOR];
  4. [NAME AND ADDRESS OF LISTING REPRESENTOR]; and
  5. [NAME AND ADDRESS OF LISTING REPRESENTOR].

**THIS DEED WITNESSES** as follows:

1. INTERPRETATION
   1. In this Deed:

"**Accountholder**" means the holder of an account with the Verra Registry;

1. "**AFOLU**" means agriculture, forestry and other land use;
2. "**GHG**" means greenhouse gas;
3. "**GHG Program**" means a formal or organized program, scheme or arrangement for the recognition of activities leading to Reductions, or the crediting or issuance of instruments representing, or acknowledging, Reductions;
4. "**JNR Program Documents**" means the documents required to register the Jurisdictional FREL, as set out in VCS document *JNR Registration and Issuance Process*;
5. "**Jurisdictional FREL**" means [NAME OF JURISDICTIONAL FREL];
6. "**Jurisdictional FREL Description**" means the document that describes the Jurisdictional FREL and that uses the VCS *JNR FREL Description Template*;
7. "**Jurisdictional Proponent**" means the government agency, department or organization that has overall control and responsibility for the Jurisdictional FREL, or a government agency, department or organization that together with others, each of which is also a Jurisdictional Proponent, has overall control or responsibility for the Jurisdictional FREL. The jurisdictional proponent can represent various collaborating public, indigenous, non-governmental and private entities;
8. "**Listing Representor**" is each party to this Deed, as set out at the start of this Deed, each Listing Representor being a Jurisdictional Proponent;
9. “**Project Ownership**” means the legal right to control and operate project activities. Distinct from proof of right;
10. "**Project Proponent**" means an individual or organization that has overall control and responsibility for a VCS project, or an individual or organization that together with others, each of which is also a Project Proponent, has overall control or responsibility for a VCS project. The entity(s) that can demonstrate Project Ownership in respect of a VCS project;
11. "**Validation/Verification Body**" means an organization approved by Verra to act as a validation/verification body in respect of providing validation and/or verification services in accordance with the VCS Program Rules;

**"VCS Program"** means the GHG program operated by the Verra which establishes rules and requirements that operationalize the VCS to enable the validation of GHG projects and programs, and the verification of GHG emission reductions and removals;

1. "**VCS Program Rules**" means the rules and requirements set out in the *VCS Program Guide*, *VCS Standard* and the other VCS Program documents, as such rules and requirements may be updated from time to time;

"**Verified Carbon Unit**" **(VCU)** means a unit issued by, and held in the Verra Registry, representing the right of an Accountholder in whose account the unit is recorded, to claim the achievement of a Reduction in an amount of one (1) metric tonne of CO2 equivalent that has been verified by a validation/verification body in accordance with the VCS Program Rules. Recordation of a VCU in the account of the holder at the Verra Registry is prima facie evidence of that holder's entitlement to that VCU.

**“Verra Project Database”** means the database that provides public access to all Project, Program and VCU information, including the retirement and tracking of the AFOLU pooled buffer account and jurisdictional pooled buffer account;

**“Verra Registry”** means the registry used by Verra that ensures all required Project and Program documents have been submitted, maintains accounts of VCUs, issues and ensures the seamless flow of VCUs between registry accounts, and maintains custody and records of VCU legal ownership;

* 1. Documents referred to in this Deed but not defined shall be the VCS documents, as updated from time to time, to which the relevant term relates.

1. REPRESENTATIONs
   1. Each Listing Representor complies with the definition of a "Listing Representor", as set out in Clause 1 of this Deed, in relation to the Jurisdictional FREL.
   2. Each and every Listing Representor hereby represents and warrants that:
      1. All factual information the Listing Representors provide in relation to this Deed is to the best of the Listing Representors’ knowledge following due inquiry true, accurate and complete in all material respects and the Listing Representors have not made or provided, and will not make or provide, false, fraudulent or misleading statements or information in relation to this Deed;
      2. The Jurisdictional FREL Description and any other JNR Program Documents for which the Listing Representors are collectively responsible, and are supplying to the Verra Registry and any other person in relation to the operation of the Jurisdictional FREL under the VCS Program Rules, are true and accurate in all material respects and do not contain any false, fraudulent or misleading statements or information;
   3. The Listing Representors hereby acknowledge and agree that:
      1. The following persons may rely on and enforce the terms of this Deed:
         1. Verra;
         2. each person who holds VCUs that have been issued on the basis of the Jurisdictional FREL;
         3. each person on whose behalf VCUs issued on the basis of the Jurisdictional FREL were retired by an Accountholder; and
         4. each of the successors and assigns of those persons listed in clauses 2.3.1(a), 2.3.1(b) or 2.3.1(c);
      2. Neither Verra, nor any of their respective affiliates, directors, employees, agents, licensors and/or contractors, shall be liable with respect to any claims whatsoever arising out of this Deed or erroneous information within the JNR Program Documents submitted to the Verra Registry for indirect, consequential, special, punitive or exemplary damages, including, without limitation, claims brought against Verra by Accountholders, Jurisdictional Proponents, Project Proponents, Validation/Verification Bodies or any other third party. This paragraph shall apply regardless of any actual knowledge or foreseeability of such damages;
      3. Listing of a Jurisdictional FREL on the Verra Registry shall not constitute a recognition or endorsement of the Jurisdictional FREL by the VCS Program. Jurisdictional FRELs listed on the Verra Registry shall be required to comply with all applicable VCS Program Rules in order to register;
      4. The Listing Representors have read, understood and will abide by the VCS Program Rules; and
      5. Verra has an absolute right to amend any of the VCS Program Rules at any time and shall not bear any liability for loss or damage or liability of any kind sustained by any Listing Representor or any other party involved in the Jurisdictional FREL in any way under the VCS Program as a consequence of such amendment.
2. LIABILITY

Each Listing Representor acknowledges and agrees that the Listing Representors are jointly and severally liable for the representations, warranties and obligations expressed to be assumed by the Listing Representors in this Deed.

1. GOVERNING LAW AND JURISDICTION

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.

1. SOVEREIGN IMMUNITY

To the extent any of the Listing Representors enjoy any right of immunity from set-off, suit, execution, attachment or other legal process with respect to its assets or its obligations under this Deed, each and every Listing Representor waives all such rights to the fullest extent permitted by law.

1. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same deed.

1. DELIVERY

This Deed is delivered on the date written at the start of the Deed.

**EXECUTED** by [LISTING REPRESENTOR] as a deed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory

**EXECUTED** by [LISTING REPRESENTOR] as a deed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory

**EXECUTED** by [LISTING REPRESENTOR] as a deed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory

**EXECUTED** by [LISTING REPRESENTOR] as a deed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory

**EXECUTED** by [LISTING REPRESENTOR] as a deed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory