
JNR BASELINE VALIDATION DEED OF
REPRESENTATION

BY

[VALIDATION/VERIFICATION BODY]

THIS DEED OF REPRESENTATION is made on [DATE]

BY

[NAME AND ADDRESS OF VALIDATION/VERIFICATION BODY] (as **VVB**)

THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 In this Deed:

"Accountholder" means any entity holding a VCU account with a VCS Registry;

"GHG" means greenhouse gas;

"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;

"Jurisdictional Baseline" means [NAME OF JURISDICTIONAL BASELINE];

"Jurisdictional Proponent" means the government agency, department or organization that has overall control and responsibility for the Jurisdictional Baseline, 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 Baseline;

"Validation Report" means the written report of validation in relation to the Jurisdictional Baseline prepared by the VVB in accordance with the VCS Rules;

"Validation/Verification Body" or **"V"** or **"VVB"** means an organization approved by the VCSA to act as a validation/verification body in respect of providing validation and/or verification services in accordance with the VCS Rules;

"VCS Program" means the GHG program operated by the VCSA which establishes the 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;

"VCS Registry" means a registry operating within the VCS Registry System and holding a current, valid agreement with the VCSA to provide registry services on behalf of the VCSA. VCS Registries interact with the VCS project database to issue VCUs, and hold, transfer (to and from other VCS Registries), retire, suspend, cancel and provide custodial services for VCUs on behalf of its account holders;

"VCS Registry System" means the system established by the VCS Program, comprised of the VCS Project Database and the VCS Registries, to provide project and jurisdictional proponents with the ability to register projects and programs, and issue, transfer, hold and retire VCUs;

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

"VCSA" means the Verified Carbon Standard Association; and

"Verified Carbon Unit" (VCU) means a unit issued by, and held in a VCS 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 Rules. Recordation of a VCU in the account of the holder at a VCS Registry is prima facie evidence of that holder's entitlement to that VCU.

- 1.2 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.

2. REPRESENTATIONS

- 2.1 I am the Validation/Verification Body in relation to the validation of the Jurisdictional Baseline.

- 2.2 I hereby represent and warrant that:

2.2.1 I have validated the Jurisdictional Baseline's compliance with the VCS Program requirements as set out in the VCS Rules; and

2.2.2 All factual information that I provide in relation to this Deed or have provided in the Validation Report is to the best of my knowledge following due inquiry true, accurate and complete in all material respects and I have not made or provided, and will not make or provide, false, fraudulent or misleading statements or information in relation to this Deed or the Validation Report.

- 2.3 I hereby acknowledge and agree that:

2.3.1 The following persons may rely on and enforce the terms of this Deed:

- (a) the VCSA;
- (b) each person who holds VCUs that have been issued on the basis of the Jurisdictional Baseline;
- (c) each person on whose behalf VCUs issued on the basis of the Jurisdictional Baseline were retired by an Accountholder; and
- (d) each of the successors and assigns of those persons listed in clauses 1.1.1(a), 1.1.1(b) or 2.3.1(c);

2.3.2 Neither the VCSA, the VCS Registries, 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 Validation Report submitted to the VCS Registry System for indirect, consequential, special, punitive or exemplary damages, including, without limitation, claims brought against the VCSA or the VCS Registries by Accountholders, other VCS Registries, Jurisdictional Proponents, Project Proponents, other Validation/Verification Bodies or any other third party. This paragraph shall apply regardless of any actual knowledge or foreseeability of such damages;

2.3.3 I have read, understood and will abide by the VCS Rules; and

2.3.4 The VCSA has an absolute right to amend any of the VCS Rules at any time and shall not bear any liability for loss or damage or liability of any kind sustained by the Validation/Verification Body or any other party involved in the

Jurisdictional Baseline in any way under the VCS Program as a consequence of such amendment.

3. GOVERNING LAW AND JURISDICTION

This Deed is governed by and interpreted in accordance with 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.

4. SOVEREIGN IMMUNITY

To the extent that the Validation/Verification Body enjoys 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, the Validation/Verification Body waives all such rights to the fullest extent permitted by law.

5. 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.

6. DELIVERY

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

EXECUTED by [VALIDATION/VERIFICATION BODY] as a deed

Signature of director

Name of director

Signature of director/secretary

Name of director/secretary