VCS Methodology - Submission Form & Agreement

A developer of a proposed new or revised methodology, module or tool (referred to in this document as a “methodology”) must sign and submit this form in order to submit a proposed methodology and to request approval from Verra. The information provided will enable Verra to conduct the public stakeholder consultation and assess the methodology for potential approval. Further information on the Methodology Development and Review Process is available in the VCS Program document *Methodology Development and Review Process*.

The developer’s submission of this form is subject to the Agreement attached as APPENDIX A, which must be executed by both the developer and Verra. Verra will not review the methodology until the Agreement is executed.

The developer must complete all the required information in the table below, sign the form and submit it electronically to Verra at methodologies@verra.org. All information in the table must be completed using Arial or Franklin Gothic Book 10.5 point, black, regular (non-italic) font.

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| **VCS Methodology Submission Form** | |
| Title | *“Methodology for…”, “Revision to <alpha-numeric methodology designation> to …”, “Tool for …”, OR “Module for…”. Maximum of 100 characters* |
| Date of Submission | *Date (DD-Month-YYYY) this document was submitted* |
| Submitted By | *Name of the organization submitting the methodology, module or tool* |
| Prepared By | *Name of the organization* who developed *the methodology, module or tool* |
| Contact Information | *Contact person, physical address, telephone, email, website, 2 letter country code* |
| Summary | *Provide a short description that can be posted on the Verra website.*  *New methodologies: Describe the project activity(ies) that will be covered.*  *New modules and tools: Describe the purpose and specific functions of the module or tool. Describe for which methodologies the proposed module or tool will be used.*  *Revisions to methodologies, modules or tools: Describe the expansion of the scope of the methodology, tool or module, if applicable.*  *Suggested maximum number of words: 200* |
| Sectoral Scope(s) | *Sectoral scope(s):*Choose an item.  *Secondary Sectoral scope(s):*Choose an item. |
| Documentation Submitted | *List of Methodology documentation submitted, including version numbers to be made publicly available as part of the Public Stakeholder Consultation* |

**APPENDIX A: Agreement**

This binding Agreement (“Agreement”) is effective as of [date] and is entered into by and between Verra, a nonprofit corporation under the laws of the District of Columbia, having its principal office at 1 Thomas Circle, Suite 1050, Washington DC 20005, United States (“Verra”), and [legal name of entity], [description of entity], having its principal office at [address of entity] (“[Developer]”), each a “Party” and together the “Parties”. The Developer agrees that, in consideration of Verra assessing the Methodology under its rules and requirements (the “Verra Services”), the Developer hereby makes the following representations and agrees to satisfy the following obligations.

For the avoidance of doubt, Verra will only review the VCS Methodology Submission Form if this Agreement is executed between the Parties.

1. Definitions

Capitalized terms used in this Agreement shall have the meanings given to them in this section.

1. “**Assessment Statement**” means the statement provided by the Validation/Verification Body in accordance with the VCS Program Rules in respect of the Methodology;
2. “**Assessment Report**” means the report assessing the Methodology as produced by the Validation/Verification Body in accordance with the VCS Program Rules;
3. “**Developer**” means the entity named as such in this Methodology Submission being the developer of the Methodology which is the subject of this Methodology Submission;
4. “**Methodology Development and Review Process**” means the process by which new or revised methodologies, modules or tools are developed and reviewed under the VCS Program;
5. “**Fees**" and "**Fee**” means the fee(s) to be paid by the Developer to the Validation/Verification Body as set out in Clause 4.1 of this Methodology Submission;
6. "**Methodology**"meansthe Methodology, module or tool specified in the VCS Methodology Submission Form;
7. "**Methodology Documentation**" means the documentation required to be submitted in support of the Methodology Submission;
8. "**Methodology Submission**" means the submission by the Developer of the relevant information and data in respect of the Methodology that is governed by this Agreement;
9. "**Milestone**" means a milestone event in the process of producing the Assessment Report;
10. "**Milestone Certificate**" means evidence acceptable to Verra of completion of the relevant Milestone;
11. "**Milestone Payment Date**" means in respect of a Milestone, the date on which payment of the relevant fee is due to be paid;
12. "**Public Stakeholder Consultation**" means the consultation in respect of the Methodology as provided for in the VCS Program Rules;
13. "**Tax**" means any form of taxation, levy, duty, charge, contribution, withholding or impost of whatever nature (including any related fine, penalty, surcharge or interest) imposed, collected or assessed by, or payable to, a Tax Authority;
14. "**Tax Authority**" means any government, state, municipality or any local, state, federal or other fiscal, revenue,
15. "**Validation**" means the Validation conducted in accordance with the VCS Program Rules;
16. "**Validation/Verification Body**" means the 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, that conducts the Validation;
17. "**Validation/Verification Body's Findings**" means the written findings of the Validation/Verification Body in respect of the Methodology as a consequence of the Validation/Verification Body conducting its Validation;
18. "**VCS Program**" means the GHG program operated by Verra which establishes rules and requirements that operationalize the VCS to enable the validation of GHG projects and the verification of GHG emission reductions and removals; and
19. "**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.

2 Provision of Information and License Grant

2.1 The Developer agrees to submit all the Methodology Documentation and such other information as is required pursuant to the VCS Program Rules, in respect of the Methodology.

2.2 The Developer agrees to submit to Verra the same version(s) of the Methodology Documentation as it submits to the Validation/Verification Body to initiate the Validation/Verification Body Assessment of the Methodology.

2.3 The Developer grants to Verra the non-exclusive, worldwide, royalty-free right and license to use, reproduce, publicly display, and distribute the Methodology Documentation and any portion thereof, and make, use, reproduce, publicly display, and distribute derivative works thereof in connection with the promotion and provision of the Verra Services. Verra shall have the right to sub-license to third parties the rights granted under the foregoing license.

3 Conformance with the VCS Program Rules

3.1 The Developer agrees to comply with all applicable VCS Program Rules, as may be updated from time to time.

3.2 The Developer agrees to pay Verra the methodology review fee, at the rate set out in the VCS Program document *Program Fee Schedule,* to cover the administrative costs related to Verra’s assessment of the Methodology.

3.3 The Developer acknowledges that where the Methodology is approved under the VCS Program, Verra may subsequently revise, inactivate, withdraw or otherwise limit use of the Methodology, as set out in the VCS Program Rules.

4. Validation/Verification Body Assessment of Methodology [*Drafting note: This section to be removed if the Form is submitted for a “Minor Revision” under the Methodology Development and Review Process.]*

4.1 The Developer acknowledges that it must enter into an agreement with a Validation/Verification Body to assess the Methodology pursuant to the Methodology Development and Review Process. Verra will not begin the Final Verra Review (as per the Methodology Development and Review Process) of the Methodology until the Developer executes a valid binding agreement with a Validation/Verification Body that does the following:

4.1.1 Requires the Validation/Verification Body to assess the Methodology in accordance with applicable VCS Program Rules;

4.1.2 Where Verra requires, in accordance with the VCS Program Rules, the Validation/Verification Body to revise or amend the Assessment Report, requires the Validation/Verification Body to, within [insert] days of receiving written notice from Verra to so revise or amend, revise or amend the Assessment Report (taking into account any requirements or comments from Verra) and deliver such revised or amended Assessment Report to Verra;

4.1.3 Requires the Validation/Verification Body to represent that it is accredited and eligible under the VCS Program Rules to perform Validation;

4.1.4 Requires the Validation/Verification Body to represent that it is duly organized, validly existing under the laws of the jurisdiction of its incorporation, and has power to execute the agreement with the Developer;

4.1.5 Requires the Developer to pay the Validation/Verification Body the Fees;

4.1.6 Requires the Developer to indemnify Verra against all liability, costs, damages and claims arising in connection with any act or omission of the Developer occurring in relation to the payment or non-payment (whether in full or in part) of the Fee or any other amounts arising in connection with the Fee (including Taxes) owed to, or claimed by, the Validation/Verification Body in connection with services rendered to the Developer; and,

4.1.7 Requires the Validation/Verification Body to review any minor modifications, edits or clarifications that need to be made to the Methodology within two years of approval by Verra of the Methodology.

5. Representations and Warranties

The Developer represents and warrants that:

5.1 It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

5.2 It has the power to: (1) execute this Agreement and submit any other documentation relating to the Methodology Submission; (2) to deliver the Methodology Submission, the Methodology Documentation and any other documentation that it is required by the VCS Program Rules to deliver; and (3) to perform its obligations under this Agreement;

5.3 It has taken all necessary action to authorize the execution, delivery and performance of any documentation required by the Methodology Submission, to the extent applicable at the time the Form is submitted;

5.4 Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

5.5 All governmental and other consents that are required to have been obtained by it with respect to the Methodology Submission have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

5.6 There is not pending or, to its knowledge, threatened against it any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of the Methodology Submission or its ability to perform its obligations under the Agreement; and

5.7 All information that is furnished by the Developer in the Methodology Submission, the Methodology Documentation and any other documentation relating to the Methodology Submission is true, accurate and complete in all material respects.

5.8 The Developer is the sole owner of all rights in and to the Methodology Documentation and the right to grant the license granted hereunder. The Developer further represents that it has received all consents and releases necessary for Verra to take advantage of its rights under this Agreement and that the Methodology Documentation does not infringe the intellectual property rights of any other party. The Developer shall have the sole right, but not the obligation, to apply for copyright registrations of the Methodology Documentation. The Developer’s representation hereunder is subject to Clause 9.

6. Validation/Verification Body’s Findings

6.1 The Developer agrees that it will respond to any and all of the Validation/Verification Body's Findings.

7. Confidentiality

7.1 The Developer acknowledges and agrees that Verra may use the information provided in the Methodology Submission and associated Methodology Documentation to conduct the Public Stakeholder Consultation on the Methodology. As part of this process, such information and documentation will be posted for public viewing on the Verra website and will not be kept confidential.

8. Third Party Rights

8.1 No person other than Verra has any right to enforce the provisions of this Agreement.

9. Abandonment & Ownership

9.1 The Developer must make reasonable progress in completing the methodology development and review process in a timely manner. Where a Methodology under the Methodology Development and Review Process does not meet reasonable expectations, satisfy timelines indicated in the Methodology Development and Review Process, or where the Developer chooses to withdraw the Methodology from consideration under the Methodology Development and Review Process, Verra may update the status of the Methodology on the Verra website to either “on hold” or “rejected”. If a methodology under development is on hold, Verra may deem the methodology development process abandoned (“Abandonment”), as determined by Verra in its discretion. If there is an Abandonment, Verra may allow any other Developer to submit proposed methodologies for approval on the same subject matter as the abandoned methodology or itself pursue the development of a methodology owned by Verra on the same subject matter. Any work performed for Verra on any other methodology is the property of Verra and all right, title, and interest therein shall vest in Verra and shall be deemed to be works made for hire.

10. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VERRA SHALL NOT BE LIABLE TO DEVELOPER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OF ANY KIND, WHETHER ARISING IN TORT, CONTRACT, IMPOSED BY OPERATION OF APPLICABLE LAW, STATUTE OR OTHERWISE, EVEN IF VERRA KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

11. Governing Law

This Agreement shall be governed by construed in accordance with the laws of the District of Columbia, USA, without regard to the conflicts of laws principles.

12. Arbitration

The Parties agree to make every reasonable effort to resolve all issues or disputes that may arise under this Agreement fairly by negotiation, if practicable. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, which is not settled by agreement of the Parties, shall be settled by binding arbitration, in accordance with the JAMS Arbitration Rules in force at the time of commencement of the arbitration, before a sole arbitrator. The arbitration shall take place in Washington, DC, and the results thereof shall be final, non-appealable and enforceable in any court of competent jurisdiction.

The Developer waives any right to refer points of law or to appeal to the courts, to the extent that such waiver can validly be made.

13. Termination

Verra may terminate this Agreement at any time and for any reason by giving Developer thirty (30) days' prior written notice. In addition to any other termination right a Party may have in this Agreement, a Party may terminate this Agreement by giving written notice to the other Party if the other Party commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of written notice requiring it to do so.

14. Survival of Obligations

Termination or expiration of this Agreement will not relieve the Parties of any obligation accruing before such termination or expiration and is without prejudice to the rights and remedies of the Parties then accrued. All rights and obligations of the Parties that are intended to survive termination or expiration of this Agreement will survive such termination or expiration, including those regarding Provision of Information and License Grant, Confidentiality, Abandonment & Ownership, Limitation of Liability, Governing Law, Dispute Resolution, Survival of Obligations and Entire Agreement.

15. No Agency

Nothing in this Agreement will be deemed to constitute a Party as the agent or representative of the other, or a Party as joint venture or partner with another for any purpose. A Party shall not be responsible for the acts or omissions of the other Party, and no Party shall speak for, represent, or obligate any other Party in any way without the prior written consent of such other Party.

16. Entire Agreement

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral in relation to terms discussed in all other agreements. This Agreement may be amended or modified only in writing and signed by both Parties.

17. Counterparts

If the Parties sign this Agreement in counterparts, each will be deemed an original, but all counterparts together will constitute one instrument. An original signature or a copy thereof transmitted by facsimile or by PDF will constitute an original signature for purposes of this Agreement.

Signed for and on behalf of:

Name of entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed for and on behalf of:

Verra: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_