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VERRA

GRIEVANCE REDRESS POLICY

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PURPOSE

Verra is committed to the timely, effective, and impartial resolution of grievances (i.e., complaints and appeals) in relation to all programs managed by Verra. This Grievance Redress Policy (the **Policy**) outlines the procedures for handling complaints and appeals by stakeholders.

1 SCOPE OF APPLICATION

The Policy applies to Complaints and Appeals, as those terms are defined below.

If the person submitting a complaint to Verra (the “Complainant”) is already a party to an agreement with Verra and that agreement specifies a dispute resolution procedure, then the Complainant must follow that procedure. Disputes arising from a separate agreement with Verra are therefore not included in the scope of this Policy. Without limiting the foregoing, any dispute between a Registry User and Verra shall be resolved pursuant to Clause 19.2 of the Verra Registry Terms of Use.

Where the Complainant submits a Complaint (as defined below), which relates to an agreement that it has with a third-party that it is complaining about, the Complainant must first seek to resolve the Complaint in accordance with the terms of that agreement and obtain an enforceable court judgment or arbitral award. Verra will not act as an intermediary in relation to commercial disputes between counterparties.

2 DEFINITIONS

In this Policy:

“Affected Community” refers to any local community that is directly affected by a Project Activity.

“Appeal” means an objection to a decision taken by Verra in responding to a Complaint submitted by the Complainant.

“Authorized Representative” means an entity authorized by a Project Proponent or Proponents to communicate with and provide instructions to the Verra Registry on the Project Proponent’s or Proponents’ behalf, with such authorization granted through a Verra communications agreement signed by both/all parties and submitted to the Verra Registry.

“Complaint” means an objection to a decision taken by Verra or an aspect of how it operates its program(s); a claim that relevant program rules have had an unfair, inadvertent or unintentional adverse effect; or a dispute or grievance that may arise during Project Activity planning and implementation.

“Indigenous Peoples” refers to any distinct social and cultural group, which may possess one or more of the following characteristics: (a) self-identification as members of a distinct indigenous cultural group and recognition of this identity by others; (b) collective attachment to geographical distinct habitats or ancestral territories in the Project area and to the natural resources in these

habitats and territories; (c) customary cultural, economic, social, or political institutions that are separate from those of the mainstream society or culture; or (d) a distinct language or dialect, often different from the official language or languages of the country or region in which they reside.

"Local Stakeholder" refers to any stakeholder who is affected by a Verra Project Activity (whether directly or indirectly) and who has an interest in a Project Activity, including any Affected Community and/or Indigenous Peoples.

"National Authority" refers to any national governmental, regulatory or other authority.

"Project Activity" means the specific set of technologies, measures and/or outcomes, specified in a methodology applied to the project, which result in greenhouse gas emission reductions or removal under the VCS Program.

"Project Legal Dispute" refers to any disagreement, claim, or allegation concerning any Project Activity that may arise between two or more stakeholders, or between a stakeholder and Verra.

"Project Grievance Procedure" refers to the grievance or redress procedure established by or applicable to the relevant project.

"Project Proponent" means the individual or organization that has overall control and responsibility for the Project Activity; i.e. the entity(s) that can demonstrate project ownership in respect of the Verra Project Activity.

"Registry Terms of Use" refers to the Verra Registry Terms of Use (as amended from time to time).

"Registry User" means a user of the Verra Registry, having acceded to the terms and conditions of the Verra Registry Terms of Use (as amended from time to time).

"Unrelated Party" refers to a party with whom Verra does not have a contract with, other than any National Authority, Local Stakeholder, Affected Community or Indigenous Peoples.

"VCS Program" means the greenhouse gas program operated by Verra which establishes the rules and requirements to enable the validation of greenhouse gas projects and programs, and verification of greenhouse gas emission reductions and removals.

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

"Verra Program" means any of the following programs and standards managed by Verra: the VCS Program; the VCS Jurisdictional and Nested REDD+ (JNR) Framework; the Climate, Community & Biodiversity (CCB) Program; the Verra California Offset Project Registry; the Sustainable Development Verified Impact Standard (SD VSta); Plastic Waste Reduction Standard; and, any other sustainable development and / or climate action program or standard administered by Verra.

"Verra Registry" means the platform that records all projects and programs (listed and registered) and Instruments issued under a Verra Program.

3 COMPLAINT PROCESS

Who is a Complainant?

A Complainant will fall within one of the following categories:

- a) National Authorities
- b) Local Stakeholders
- c) Project Proponents
- d) Authorized Representatives
- e) Registry Users
- f) Unrelated Parties

Verra retains the sole discretion to determine whether the Complainant has standing to lodge a Complaint under this Policy. Verra will review information submitted by the Complainant to assist with its determination and may, in its sole discretion, seek further information from the Complainant.

Information required for a Complaint

All Complainants are requested to provide Verra with the following information, using the email address Complaints@verra.org, when first submitting a Complaint:

1. the full name of the Complainant (if not anonymous);
2. the full name(s) of all organization(s) involved, where relevant;
3. contact information (including, postal address and email address) for the Complainant;
4. details of the Complaint (i.e., what are the key issues); and
5. the applicable project identification number (if there is one).

Complainants are allowed to submit anonymous Complaints. Verra notes that anonymous Complaints may restrict Verra's ability to understand or assist with the resolution of the issues. If Verra determines that the claim of anonymity is unjustified because, for example, the anonymity is used to make a spurious Complaint that does not support Verra's intervention, Verra may reject the anonymous Complaint.

More generally, Complaints submitted with insufficient information to enable Verra to effectively consider the issues raised will restrict Verra's ability to understand or assist with the resolution of the issues. Verra reserves the right to reject:

- a) Complaints which do not substantiate evidence to support the allegations or show a "good arguable cause" (as that term is defined below);
- b) Complaints which do not contain the information requested above; and
- c) any other Complaints which, in Verra's sole discretion, Verra considers are not suitable for or capable of being addressed through its Complaints procedure.

Verra may also need to ask a Complainant to provide further information or documents. If so, we will ask the Complainant to provide the information within a specific time-period. We will update

the Complainant on the progress of the matter, as appropriate.

Eligibility Threshold

The Complainant must establish to Verra's satisfaction at the point of submitting the Complaint that:

- (a) the Complaint satisfies the definition of a "Complaint" in this Policy,
- (b) subject to subsection (c) below, the Complainant has followed the Project Grievance Procedure (if applicable), and the Complainant has provided evidence thereof to the satisfaction of Verra in its sole discretion; and
- (c) the Complaint is not governed by a separate and more appropriate dispute resolution clause as agreed between the Complainant and the counterparty it is seeking redress against; and
- (d) the Complainant has a case for which there is sufficient likelihood that a decision would be obtained that is or will be enforced through the process of a court that justifies Verra's intervention (a "good arguable case"). The requirement for a good arguable case shall not apply if:
 - i. The Complaint is brought by a Local Stakeholder, a National Authority, an Affected Community or Indigenous Peoples who is not a project proponent, Verra Registry account holder or Authorized Representative of the project proponent; and
 - ii. Verra accepts, in its discretion, that there is a dispute as to the interpretation of the relevant Verra Program rules or dispute regarding a project.

Complaint Intake

By submitting a Complaint, the Complainant irrevocably agrees to the provisions of this Policy. Further, the Complainant agrees that a failure to conform to the correct process for lodging the Complaint may result in Verra dismissing the Complaint.

Verra logs and tracks all Complaints made. The Complainant will receive an email confirming receipt of the Complaint, a reference number, and the contact details of the staff member handling the complaint. An update at each stage of the Complaint process, as set out in the relevant section below, will be provided to the Complainant.

The Complainant will have the opportunity to provide feedback once the Complaint is closed in relation to the Complainant's experience of Verra's complaints process. Verra will retain information on complaints made in order to review and improve the experience of Complainants.

Complaint Processing Timeline

Complaint processing will follow the timeline set out below:

Step 1

- Verra receives the Complaint.
- Within 30 days of receipt, Verra will email the Complainant, confirming receipt of the Complaint, reference number, and contact details of the Verra staff contact who will coordinate the handling of the Complaint within Verra.
- In relation to a Project Legal Dispute, Verra may note the Complaint on the relevant Registry project website.

Step 2

- A Verra staff member will review the Complaint.
- Verra may notify any known affected parties of the Complaint, as appropriate. Verra will not disclose identifying information of any anonymous Complainant to any third party.
- Verra may seek input from such affected parties.
- Verra will undertake all reasonable efforts to draft a response to the Complaint within 2 months of receipt of the Complaint.
- Verra may circulate the draft response to the Complainant and any affected parties for feedback.

Step 3

- Verra will review feedback received (if applicable) and finalize the response.
- Once Verra has, at its sole discretion, determined the appropriate response to the Complaint, the final written response will be provided to the Complainant.
- Verra will undertake all reasonable efforts to provide a final written response to the Complaint within 3 months of receipt of the Complaint.
- The final response may be published on the Verra website or, in relation to a Project Legal Dispute, on the relevant project page on the Verra Registry website. Verra may withhold responses to anonymous complaints to protect the identity of the Complainant, as necessary.

4 APPEAL PROCESS

Where a Complaint has not been resolved to the satisfaction of the Complainant, Complainants may submit an Appeal via the following process, in which case the Complainant becomes an “Appellant”:

- (a) The Appellant shall send a written Appeal to Verra, which shall include the following information:
 - i) the Appellant’s name,
 - ii) any updated contact details,
 - iii) the basis for the Appeal, including any new information or analysis that was not

- presented in the Complaint, and
- iv) the reference number of the original Complaint.
- (b) The Appeal shall be addressed to Verra with the words, "*Appeal*", in the subject line. Verra will acknowledge receipt of the Appeal within 30 days.
- (c) The Appeal will be reviewed by an Appeals Committee consisting of two or more Verra staff who were not engaged in the Complaint process, and which may include external advisors engaged at Verra's sole discretion.
- (d) Verra shall provide a written response to the Appellant and this decision shall be final, binding, and incapable of further Appeal.
- (e) Verra will undertake all reasonable efforts to provide a final written response to the Appeal within 3 months of receipt of the Appeal.

5 NON-REPRISAL

Verra will not directly or indirectly threaten, punish, or discriminate against a Complainant solely for making a Complaint and/or Appeal under this Policy, regardless of whether or not it is made anonymously.

Verra will also take all reasonable steps to ensure that a Complainant will not be personally disadvantaged or subjected to any reprisals solely as a result of having made a Complaint and/or Appeal.

6 LEGAL DISCLAIMER

This Policy is not intended to substitute, circumvent, or override the legal rights of any party within its local jurisdiction to use judicial mechanisms, where available and appropriate.

7 CONFIDENTIALITY

All information submitted by the Complainant with respect to the Complaint and any Appeal (if applicable) will be kept confidential by Verra, if the Complainant or Appellant explicitly requests that confidentiality be maintained. This section does not apply to the disclosure of information submitted by the Complainant or Appellant:

- 1) which is lawfully in the public domain (including if such information is readily obtained from a website) other than by breach of this section;
- 2) which is required to be disclosed by any applicable law, by the VCS Program Rules, or by any other Verra program rule;

- 3) to a Verra advisor (including its legal advisors) for the purposes of assessing a Complaint or Appeal in connection with this Policy, provided that such disclosure is essential for these purposes and that such advisor is subject to similar obligations as set out in this Section 7.

8 EXPENSES

To ensure legitimate access to this grievance process, Verra does not require any entity filing a complaint or appeal to pay the expenses, internal or external, that Verra incurs in handling such complaint or appeal.