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| SOCIAL CARBON FOUNDATION  and  **ORGANIZATION NAME** | | | |
|  | SOCIAL CARBON FOUNDATION Approved Service provider Agreement | |  |

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**This Agreement** is made on X Month 20XX

**Between**:

(1) **Social Carbon Foundation**, an association incorporated in the United Kingdom, whose registered office is at 128 City Road, London, EC1V 2NX (the "**Social Carbon Foundation**"); and

(2) **Organisation Name**, a entity type incorporated in State/Region, Country of registered number X, whose registered office is at Address (the "**Service Provider**"), each a "**Party**" and together the "**Parties**".

**The Parties hereby agree**:

1. Definitions and Interpretation
   1. Definitions

In this Agreement:

"**Accreditation Program**" means a program through which a validation/verification body has been accredited to provide assessment services. Eligible accreditation bodies and accreditation programs are set out in the relevant SOCIALCARBON Standard Rules.

"**Approved Service Provider**" means an organization approved by Social Carbon Foundation to act as a qualified entity in respect of providing soil organic carbon measurement services in accordance with the relevant SOCIALCARBON Standard Rules.

"**Business Day**" means a day other than a Saturday or Sunday or a public holiday in the United Kingdom.

"**Default**" means an Event of Default or any event or circumstance specified in Clause ‎8.1 which would, with the expiry of a grace period or the giving of notice, become an Event of Default.

"**Event of Default**" means any event or circumstance specified as such in Clause 8.1.

"**GHG**" means greenhouse gas.

"**Improper Instrument Issuance**" means in respect of any one or more SOCIALCARBON Standard Instruments, those are identified, following a review in accordance with the ASP Oversight Procedures, as having been issued other than in accordance with the relevant SOCIALCARBON Standard Rules or this Agreement as a result of any negligence, fraud or wilful misconduct of the Service Provider.

"**Instrument**" means a unit issued by, and held in the SOCIALCARBON Registry representing the right of an accountholder in whose account the unit is recorded to claim the achievement represented by the unit. Such achievement may include, but is not limited to, a GHG emission reduction or removal in an amount of one (1) metric tonne of CO2 equivalent that has been verified in accordance with the applicable SOCIALCARBON Standard Rules. Recordation of an Instrument in the account of the holder at the SOCIALCARBON Registry is prima facie evidence of that holder's entitlement to that Instrument.

"**Loss**" means any loss, liability, damage, expense or cost (including reasonable legal fees and expenses and costs of investigation or review of the Service Provider) of any kind or nature arising directly from the negligence, fraud or wilful misconduct of the Service Provider but does not, for the avoidance of doubt, include indirect or consequential damages, including, but not limited to, the cost of purchases in relation to Improperly Issued Instruments, any loss, liability, damage, expense or cost which Social Carbon Foundation recovers through the operation of Clause 7 or which arises from the negligence, fraud or wilful misconduct of a Project Proponent (except to the extent that any failure to detect and act upon such negligence, fraud or wilful misconduct of the Project Proponent arises from the negligence, fraud or wilful misconduct of the Service Provider).

"**Methodology Element**" means a methodology, methodology revision, module or tool (including additionality tools, performance benchmarks and technology benchmarks).

"**Methodology Element Developer**" means an entity that develops a Methodology Element.

"**Project**" means the project activity or activities implemented as a project under a SOCIALCARBON Standard and described in the Project Description.

"**Project Description**" means the Project Proponent’s document that describes a Project’s activities and that uses either the relevant SOCIALCARBON Standard Project Description Template or any other templates as allowed by the relevant SOCIALCARBON Standard Rules.

"**Project Proponent**" means the individual or organization that has overall control and responsibility for the project, or an individual or organization that together with others, each of which is also a project proponent, has overall control or responsibility for the project.

"**Reasonable Prudent Operator**" means (a) in the case of the Service Provider, a person exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Approved Service Provider (ASP) which complies with its terms of accreditation under the relevant SOCIALCARBON Standard Rules and all applicable laws and otherwise acts reasonably and in accordance with industry standards; and (b) in the case of Social Carbon Foundation, a person acting in good faith and exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person operating in, and engaged in the same type of undertaking under, the same or similar circumstances and conditions.

"**Registry Accountholder**" means the holder of an account in a SOCIALCARBON Registry.

"**Sectoral** **Scope**" means the sectoral scope(s) for which the Service Provider holds accreditation under an Accreditation Program.

"**Service Period**" has the meaning given to it in Clause 2.

"**Service Provider Contract**" means a contract between the Service Provider and a Project Proponent for the provision of Services to the Project Proponent.

"**Services**" means acting as an Approved Service Provider for projects undertaken under the SOCIALCARBON Standard.

**"SOCIALCARBON Standard"** means the standard managed by Social Carbon Foundation, any other sustainable development, climate action or other program or standard administered by Social Carbon Foundation from time to time, which may or may not issue Instruments.

"**SOCIALCARBON Rules**" means the rules and requirements set out in the relevant SOCIALCARBON Standard documents, as such rules and requirements may be updated from time to time.

"**SOCIALCARBON Project Database**" means the central project database that records all information and documentation relating to pipeline and registered projects and Instruments issued under the relevant SOCIALCARBON Standards, and that provides public access to all project, program and Instrument information.

"**SOCIALCARBON Project Description Template**" means the relevant SOCIALCARBON Standard document entitled 'Project Description Template' published by Social Carbon Foundation on the SOCIALCARBON website.

"**SOCIALCARBON Registry**" means the registry used by Social Carbon Foundation to issue Instruments, and hold, transfer, retire, suspend, cancel and provide custodial and record keeping services related to legal title for Instruments on behalf of its accountholders.

"**ASP Oversight Procedures**" means the procedures to ensure the quality of work undertaken by ASPs as set out in the relevant SOCIALCARBON Standard Rules and guidance documents and notified to the Service Provider by Social Carbon Foundation from time to time.

* 1. Interpretation

In this Agreement:

* + 1. a reference to:
       1. a statutory provision includes a reference to the statutory provision, as modified or re-enacted or both from time to time, whether before or after the date of this Agreement and any subordinate legislation made or other thing done under the statutory provision whether before or after the date of this Agreement;
       2. a document is a reference to that document as modified or replaced from time to time;
       3. a person includes a reference to a government, state, state agency, corporation, body corporate, association or partnership;
       4. a person includes a reference to that person's legal personal representatives, successors and permitted assigns; and
       5. a Clause, Schedule or paragraph, unless the context otherwise requires, is a reference to a Clause, Schedule or paragraph to this Agreement;
    2. the singular includes the plural and vice versa (unless the context otherwise requires);
    3. the *ejusdem generis* principle of construction shall not apply, to wit, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words, and any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
    4. the headings do not affect its interpretation.

1. Social Carbon Foundation Approval of Service Provider
   1. Approval

Social Carbon Foundation hereby approves the Service Provider to perform Services for the period commencing in accordance with Clause 2.3 and continuing, unless suspended in accordance with this Agreement, until this Agreement is terminated (the "**Service Period**").

* 1. Annual Fee

The Service Provider shall pay to Social Carbon Foundation within 30 days of written confirmation of the first day of the Service Period a non-refundable fee as set out in each relevant SOCIALCARBON Standard document titled "Fee Schedule" for its registration as an approved provider of the Services. The fee shall be paid on an annual basis, unless suspended in accordance with this Agreement, until this Agreement is terminated (the "**Annual Fee**").

* 1. Conditions Precedent to the Commencement of the Service Period

The Service Period shall begin on the first date upon which all of the following conditions have been satisfied, such date to be notified in writing to Service Provider by Social Carbon Foundation:

* + 1. The Service Provider must demonstrate, to the reasonable satisfaction of Social Carbon Foundation that it has met the SOCIALCARBON Approved Service Provider Requirements.
    2. The Service Provider must provide Social Carbon Foundation with a copy of its liability insurance policy maintained in accordance with Clause 3.3.
    3. There must be no Default in respect of the Service Provider.

1. Obligations of the Service Provider
   1. SOCIALCARBON Standard Rules

The Service Provider shall at all times conduct its performance of the Services in compliance with the relevant SOCIALCARBON Standard Rules and SOCIALCARBON GHG Methodology SCM0005 and Approved Service Provider Requirements.

* 1. Indemnification of Social Carbon Foundation

The Service Provider irrevocably and unconditionally agrees to indemnify on an after tax basis (and keep indemnified) Social Carbon Foundation on demand against any Loss incurred by Social Carbon Foundation which arises as a result of or in connection with the negligence, fraud or wilful misconduct of the Service Provider (a) under this Agreement; or (b) in relation to Service Provider Contracts entered into after the signing of this Agreement. This provision does not apply to the extent that any such Loss results from a failure by Social Carbon Foundation or a Project Proponent to provide the Service Provider with accurate information or data, unless a failure of the Service Provider to obtain accurate information or data arises from its own negligence, fraud or wilful misconduct. The Service Provider's maximum single indemnification to Social Carbon Foundation pursuant to this Clause 3.2 shall be limited to USD 5 million, and the maximum aggregate indemnification to Social Carbon Foundation pursuant to this Clause 3.2 in any consecutive 12 month period shall be limited to USD 5 million.

* 1. Professional Indemnity Insurance
     1. The Service Provider shall incept and thereafter maintain, for the course of this Agreement, professional indemnity insurance (and provide evidence of same to Social Carbon Foundation via a broker's letter) in an amount of at least USD 5 million inclusive of legal defence costs ("the sum insured") in the aggregate per policy period in respect of those business activities for which the performance of this Agreement requires and to the standard of professional skill required by law, and shall renew this policy each year or as otherwise required for the course of this Agreement with the same insurer or shall obtain continuous coverage, for the same sum insured and for a period of seven consecutive years from its termination or expiry of this agreement, whichever comes first.
     2. The parties agree that where the policy has been cancelled or, has failed to be renewed for whatever reason each year as required by clause 3.3 that Service Provider, shall indemnify and hold Social Carbon Foundation harmless to the limit of such indemnity as if the policy had been incepted and/or renewed (whichever so applies) in compliance with this Agreement.

1. Review of the Service Provider
   1. Right of Social Carbon Foundation to Review the Service Provider

Social Carbon Foundation may, at its discretion (and, for the avoidance of doubt, either itself or through any agent it may appoint from time to time), conduct individual or periodic reviews of the Service Provider's performance of the Services to seek evidence as to whether the Service Provider has complied and is in compliance with its obligation under Clause 3.1. Such reviews may include, but are not limited to, desk reviews of the Service Provider’s work, visits to the Service Provider’s offices, witnessing the Service Provider undertaking the Services and visits to Projects. The Service Provider shall use all reasonable efforts to cooperate with such reviews, visits and witnessing, and shall comply with any reasonable request of Social Carbon Foundation for information, copies of documents or access to documents or data in connection with such reviews (only to the extent that these are not publicly available, the Service Provider has reasonable access to such documents or data and the provision of (or the disclosure of information contained in or of the fact of the existence of or the grant of access to) such documents does not breach or conflict with any duty of confidence or related contractual obligation owed by the Delivering Party to any third party). All reviews conducted by Social Carbon Foundation under this clause 4.1 shall be at Social Carbon Foundation's sole cost and expense.

* 1. Service Provider Contracts
     1. Social Carbon Foundation may, in its discretion, require the Service Provider to enforce all legal rights available to it in respect of the Project Proponent, or assign such rights to Social Carbon Foundation or its nominees, in order for Social Carbon Foundation to enforce its rights under Clause 4.2.2, and the Service Provider shall do so as soon as reasonably possible and within not more than ten (10) days of such request, or where injunctive relief is sought in relation to such enforcement, immediately.
     2. The Service Provider shall ensure that all Service Provider Contracts executed pursuant to, and during the term of, this Agreement include terms substantially in the form of those set out in Schedule 1 to this Agreement, unless otherwise agreed in writing with Social Carbon Foundation.

1. Suspension of the Service Period
   1. Discretionary Suspension of the Service Period

If Social Carbon Foundation becomes aware, whether in the course of a review in accordance with Clause 4.1 or otherwise, of any evidence that the Service Provider may not have complied in any respect with its obligation under Clause 3.1, Social Carbon Foundation may, in its absolute discretion, decide to partially suspend the Service Period for one or more Services, by suspending the Service Period in respect of specific scopes and/or functions, or fully suspend the Service Period, by suspending the Service Period in respect of the whole of the subject matter of this Agreement. If Social Carbon Foundation decides to suspend the Service Period pursuant to this Clause 5.2, it shall notify the Service Provider at least 15 Business Days in advance of the starting date of such suspension and provide the Service Provider with a copy or detailed description of the evidence upon which it has based its decision.

* 1. Prohibition on Providing Services during Suspension

During the period of any suspension of the Service Period pursuant to Clause 5.1 or Clause 5.2, the Service Provider shall not issue any reports or other documentation in connection with the suspended Services, except with the agreement of Social Carbon Foundation. During such period, Social Carbon Foundation may indicate in the list of Approved Service Providers on the SOCIALCARBON website that the Service Period has been suspended for the relevant Service.

* 1. Reinstatement of the Service Period

If following a suspension of the Service Period the Service Provider demonstrates to the reasonable satisfaction of Social Carbon Foundation that:

* + 1. the evidence upon which such suspension was based was inaccurate or misleading;
    2. that the facts or circumstances leading to such suspension are no longer current or likely to affect the performance by the Service Provider of its obligations under this Agreement if the suspension were lifted; or
    3. where the suspension began in accordance with Clause 5.1, that the relevant accreditation of the Service Provider has been reinstated,

then, unless Social Carbon Foundation is entitled to terminate this Agreement pursuant to Clause 5.5 and has already sent the required notice, Social Carbon Foundation shall lift the suspension and the Service Period for the suspended Service shall resume.

* 1. Long Stop Termination

Where the Service Period is suspended and that suspension has been continuing for a period of at least 2 months, Social Carbon Foundation or the Service Provider may, in their discretion, terminate this Agreement by notifying Social Carbon Foundation or the Service Provider (as required) at least 15 Business Days in advance of the date of termination.

1. Representations and Warranties
   1. Initial Representations and Warranties of Service Provider

The Service Provider makes the following representations and warranties to Social Carbon Foundation at the date of this Agreement:

* + 1. it is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation;
    2. the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations;
    3. it has the power to enter into and perform each of its obligations, and has taken all necessary action to authorise its entry into and performance of its obligations, under this Agreement;
    4. the entry into and performance of its obligations under this Agreement do not and will not contravene, constitute a default under or conflict with:
       1. any law or regulation applicable to it;
       2. its constitutional documents; or
       3. any agreement or instrument binding upon it;
    5. it has duly and unconditionally obtained all necessary authorisations, consents and approvals of any governmental, regulatory or other authority, all of which are now in full force and effect, which are required for it to enter into and perform its obligations under this Agreement;
    6. no Default is continuing or might reasonably be expected to result from the performance of any of its obligations under this Agreement;
    7. no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to render impossible or economically impracticable or otherwise hinder its performance of its obligations under this Agreement has (to the best of its knowledge) been started or threatened against it; and
    8. any factual information it provides in accordance with its obligations under this Agreement is (to the best of its knowledge) true and accurate in all material respects at the date it is provided.
  1. Repetition of Representations of Service Provider

The representations and warranties made under Clause 6.1 are deemed to be repeated by the Service Provider on the first day of the Service Period and on the date that the Service Period resumes following any suspension.

* 1. Social Carbon Foundation Representations and Warranties

Social Carbon Foundation makes the following representations and warranties to the Service Provider at the date of this Agreement:

* + 1. to Social Carbon Foundation's knowledge:
       1. the procedures set out by Social Carbon Foundation including any SOCIALCARBON Standard Rules and this Agreement comply in all material respects with any applicable laws, regulations and orders to which they may be subject; and
       2. Social Carbon Foundation possesses any applicable licenses, authorizations, permits, consents and approvals of any governmental entity or other governmental authority that may be required to be possessed by Social Carbon Foundation in connection with the operation of SOCIALCARBON Standards; and
    2. it will act as a Reasonable and Prudent Operator in performing its obligations under this Agreement.

1. Liability
   1. Social Carbon Foundation Not Liable

Neither Social Carbon Foundation, nor any of its affiliates, directors, employees, agents, licensors and/or contractors shall be liable to the Service Provider nor any other person with respect to any claims whatsoever arising out of this Agreement for indirect, consequential, special, punitive or exemplary damages, including without limitation, claims for losses resulting from claims of whatsoever nature brought against the Service Provider by Registry Accountholders, Social Carbon Foundation Registries, Project Proponents, Validation/Verification Bodies, other Approved Service Providers, Methodology Element Developers or any other third party, or against Social Carbon Foundation, its affiliates, directors, employees, agents, licensors and/or contractors, in respect of the acts or omissions of the Service Provider pursuant to this Agreement.

* 1. Hold Harmless
     1. The Service Provider hereby agrees that it, and not Social Carbon Foundation, shall accept sole responsibility and hold Social Carbon Foundation harmless in respect of any liability towards Registry Accountholders, Methodology Element Developers or Project Proponents for any losses suffered by Registry Accountholders, Projects or Project Proponents resulting from (a) the issuance of any Instruments which would not have been issued but for the breach of Clause 3.1 by the Service Provider, (b) the negligence, fraud or wilful misconduct of the Service Provider, or (c) any performance of the Services by the Service Provider at any time other than during the Service Period (except where there was a valid and effective agreement(s) between the Service Provider and Social Carbon Foundation at such other time, and the Service Provider has fully complied with the terms of that agreement and there was no negligence, fraud or wilful misconduct of the Service Provider). This obligation is without prejudice to any right of recourse which the Service Provider or the Registry Accountholders, or Project Proponents may have against any parties other than Social Carbon Foundation.
     2. The rights of Social Carbon Foundation under Clause 7.2.1 to recover any amount from the Service Provider in respect of any liability are included under the overall limitation on liability set out in Clause 3.2.
  2. No Other Action

The Service Provider hereby agrees that Social Carbon Foundation shall not be under any obligation, pursuant to the terms of this Agreement or otherwise, to take action of whatsoever nature against any third party.

* 1. Liabilities Not Excluded

Nothing in this Agreement shall exclude or in any way limit either Party’s liability for fraud or for death or personal injury caused by either Party’s negligence.

1. Events of Default
   1. Specified Events

It shall constitute an Event of Default in relation to a Party if:

* + 1. in respect of the Service Provider, an Improper Instrument Issuance occurs in respect of the Project;
    2. it fails to comply with any of its obligations under this Agreement and that failure is not remedied within 15 Business Days of the notice of such failure given by the other Party;
    3. it fails to make payment when due under this Agreement, and that failure is not remedied on or before the 15th Business Day after the notice of such failure given by the other Party;
    4. any representation or statement made or deemed to be made by it under or in connection with this Agreement is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;
    5. it becomes insolvent, ceases trading, enters into liquidation, whether compulsory or voluntary, other than for the purposes of a solvent amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or if a trustee, administrator or administrative receiver or general officer is appointed over all or any part of its assets or if it generally becomes unable to pay its debts causes or is subject to any event with respect to it that, under the applicable laws of any jurisdiction, has an analogous effect to any of the foregoing events;
    6. the institution against it of any litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a material adverse effect; or
    7. it consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to another entity.
  1. Consequences

If an Event of Default occurs in relation to the Service Provider, Social Carbon Foundation shall be entitled to terminate this Agreement immediately by giving notice to the Service Provider.

1. Assignment and No Fault Termination
   1. Assignment or Transfer

The Service Provider may not assign any of its rights or otherwise transfer any of its rights or obligations under this Agreement, whether in whole or in part, to any third party without the prior written consent of Social Carbon Foundation.

* 1. Termination by Notice

Either Party may terminate this Agreement for any reason by notifying the other Party at least 15 Business Days in advance in writing.

* 1. Right to Complete Service Provider Contracts
     1. At its sole discretion, Social Carbon Foundation may allow the ASP to complete Service Provider Contracts entered into between the ASP and Project Proponents prior to the end of the Service Period. The Service Provider shall provide a list of all such Service Provider Contracts to Social Carbon Foundation at the end of the Service Period. The ASP shall conclude all work within 1 year after the end of Service Period or 1 year after the termination of this Agreement under clause 9.2 above. All terms of this Agreement shall remain in effect during any such one year period, or until the ASP notifies Social Carbon Foundation that all ongoing contracts have been completed, whichever is the earlier.
     2. The Service Provider agrees that it shall immediately terminate all Service Provider Contracts at the end of the period contemplated in Clause 9.3.1.

1. Payment and Notices
   1. Payment

In order for any payment obligation of the Service Provider under this Agreement to be satisfied, payment must be made by electronic transfer in cleared funds such that the full amount is received by Social Carbon Foundation and according to the following account details: Community Federal Savings Bank, 89-16 Jamaica Ave, Woodhaven NY 11421, United States, In favour of: Social Carbon Foundation, SWIFT/BIC: CMFGUS33, Account number: 8311442405, Address: TransferWise, 19 W 24th Street, New York, 10010

* 1. Notices

Any notice or communication to be made under or in connection with this Agreement shall be:

* + 1. given in writing (excluding texting or other forms of instant messaging);
    2. in the English language;
    3. signed by or on behalf of the Party giving it;
    4. delivered by email; and

deemed given (unless there is evidence that it was received earlier) if sent by email, when acknowledgement of its receipt has been given by the Party due to receive the notice.

The Parties' address details for service of notices and other communications are as follows:

**Social Carbon Foundation**

Email: [operations@socialcarbon.org](mailto:operations@socialcarbon.org)

**Service Provider**

Organization Name

Address Line 1

Address Line 2

Address Line 3

Address Line 4

Attention: Name or Title

Email: Email address

1. Confidentiality and Public Announcements
   1. Confidential Information

Neither Party may make any public disclosure, communication or announcement about the contents of this Agreement or of any of the other information of which it has become aware in connection with this Agreement or in the course of the exercise of its rights or performance of its obligations under this Agreement except:

* + 1. as expressly provided in this Agreement;
    2. to the extent required by applicable law or a competent court or other competent authority;
    3. to the professional advisers of each Party, provided that each Party ensures that the matters disclosed are kept confidential; or
    4. in respect of information which is lawfully in the public domain.
  1. Public Announcements
     1. No announcements, press releases, circular, advertisement, statement or other publicity concerning the existence or the subject matter of this Agreement or the approval of the Service Provider by Social Carbon Foundation to perform the Services shall be made or issued by or on behalf of the Service Provider through any medium (including email, the Service Provider's website and the internet generally) prior to the first day of the Service Period without the prior written consent of Social Carbon Foundation, such consent not to be unreasonably withheld.
     2. The Service Provider may publicly disclose, announce or advertise that it has the approval of Social Carbon Foundation to perform the Services on any day of the Service Period; however, it shall immediately cease any such announcement or advertisement and shall not hold itself out as being approved by Social Carbon Foundation to perform the Services at any time during which the Service Period is suspended pursuant to Clause 5 or after it has expired or this Agreement has been terminated.
     3. Social Carbon Foundation may publicly disclose, announce or advertise the status of its approval of the Service Provider to perform the Services (including the suspension or expiry of the Service Period or the termination of this Agreement) at any time at its discretion.

1. Governing Law and Dispute Resolution
   1. Governing Law

This Agreement and all non-contractual or other obligations arising out of or in connection with it are governed by English law.

* 1. Dispute Resolution
     1. In the event that a dispute or difference (a "**Dispute**") arises between the Parties out of or in connection with this Agreement, the Parties shall seek to resolve the Dispute by negotiation between one or more representatives of Social Carbon Foundation and the Service Provider, having the authority to bind each Party respectively (each a "**Representative**").
     2. Such referral shall be initiated by one of the Parties notifying the other in writing that the dispute resolution procedure set out in this Clause 12.2 shall apply and setting out the nature of the Dispute. The Parties shall convene a meeting of the Representatives, and the Representatives shall endeavour to resolve the Dispute, within thirty (30) Business Days of the date of the notice. The joint written decision (if any) of the relevant Representatives shall be binding on the Parties.
     3. Nothing in this Clause 12.2 shall:
        1. prevent either Party from taking such action as it deems necessary in order to obtain interlocutory relief requiring compliance with, or preventing breach of, a material term of this Agreement; or
        2. at any time, restrict or restrain either Party from initiating proceedings to have a Dispute determined (whether in the interim or finally) by arbitration pursuant to Clause 12.3.
  2. Arbitration
     1. If the Parties are unable to resolve the Dispute through the dispute resolution process set out at Clause 12.2 above, then the Dispute shall be finally settled by arbitration in London in accordance with the Arbitration Rules of the International Chamber of Commerce (**ICC**).
     2. It is agreed that:
        1. the proceedings of the arbitration shall be confidential to the Parties;
        2. the seat and place of arbitration shall be London;
        3. the language of the arbitration shall be English;
        4. the arbitration shall be conducted by a single arbitrator; and
        5. the award of the arbitrator shall be final and binding on the Parties and, to the extent permitted by the laws of England (being the seat of arbitration) and English law (being the governing law of this Agreement), the Parties hereby waive any right to any form of appeal or to a court of law or other judicial authority.

1. Miscellaneous
   1. Survival of Clauses

The provisions of Clauses 1.1, 3.2, 7, 9.3, 11 and 12 (as well as any provisions necessary for their interpretation) shall survive termination of this Agreement.

* 1. Relationship of the Parties

The relationship of the Parties is that of independent contractors dealing at arm's length. Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the Parties as partners, joint venturers, fiduciaries or co-owners, or constitute either Party as the agent, employee or representative of the other, or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as having authority to do the same.

* 1. No Waiver

No failure or delay in exercising any right or remedy provided by this Agreement shall operate as a waiver or release thereof or prejudice any other or further exercise of rights and remedies hereunder. The rights and remedies herein are cumulative and are not exclusive of any rights or remedies provided by applicable law. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

* 1. Severability

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

* 1. Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

* 1. VAT

A sum payable under this Agreement by one Party to another is exclusive of any Value Added Tax chargeable on the supply for which that sum is the consideration (in whole or in part) for Value Added Tax purposes.

* 1. Counterparts

This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

**IN WITNESS** hereof, the Parties hereto have caused this Agreement to be signed by their duly authorised representatives the day and year first before written.

**SOCIAL CARBON FOUNDATION**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Divaldo Rezende

Title: President

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

**ORGANIZATION NAME**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name

Title: Title

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

**SCHEDULE 1**

**Service Provider Contractual Terms**

* + - 1. Make Whole Obligation

In the event that any act or omission by the [Project Proponent] leads directly or indirectly to the incorrect, fraudulent or otherwise improper issuance of [Instruments] in respect of the [Project], the [Project Proponent] shall, at the written direction of the [Service Provider] or its nominee, indemnify and hold harmless the [Service Provider] and Social Carbon Foundation against any loss, liability, damage, expense or cost (including reasonable legal fees and expenses and costs of investigation or review of the Service Provider) of any kind or nature incurred by the [Service Provider] or Social Carbon Foundation in connection with the incorrect, fraudulent or otherwise improper issuance of SCU as a result of any act or omission by the [Project Proponent]

* + - 1. The [Service Provider]’s rights under Clause [1.1] are assignable by the [Service Provider] including specifically to Social Carbon Foundation by written notice to the [Project Proponent] and the [Project Proponent] shall execute any such transfer upon receiving written notice to do so by the [Service Provider].

"**Instrument**" means a unit issued by, and held in the SOCIALCARBON Registry representing the right of an accountholder in whose account the unit is recorded to claim the achievement represented by the unit. Such achievement may include, but is not limited to, a GHG emission reduction or removal in an amount of one (1) metric tonne of CO2 equivalent that has been verified in accordance with the applicable SOCIALCARBON Standard Rules. Recordation of an Instrument in the account of the holder at the SOCIALCARBON Registry is prima facie evidence of that holder's entitlement to that Instrument.

"**Social Carbon Foundation**" means Social Carbon Foundation, an association incorporated in the United Kingdom, whose registered office is at 128 City Road, London, EC1V 2NX (the "**Social Carbon Foundation**"); and

"**SOCIALCARBON Registry**" means the registry used by Social Carbon Foundation to issue Instruments, and hold, transfer, retire, suspend, cancel and provide custodial and record keeping services related to legal title for Instruments on behalf of its accountholders.