

|  |  |
| --- | --- |
| Date  | Date of submission  |
| Entity name (the “Developer”) | Specify whether the concept note is for a new methodology, module or tool, or a substantive methodology revision |
| Contact | Physical address, telephone, email and contact name |
| Methodology Element Category | Methodology |  |
| Methodology Revision |  |
| Module |  |
| Tool |  |
| Methodology Element Sectoral Scope | Sectoral scope(s) of Methodology Element |
| Name of Methodology Element | “Methodology for…”, “Revision to <alpha-numeric methodology designation> to …”, “Tool for …”, OR “Module for…”. Maximum of 100 characters |
| Short description | Short description of Methodology Element to be posted on the SOCIALCARBON website as part of the Public Stakeholder Consultation. Maximum of 200 words. |
| Methodology Element Documentation | List of Methodology Element documentation submitted, including version numbers to be made publicly available as part of the Public Stakeholder Consultation |

This form is used by the developer of a Methodology Element (proposed methodology, methodology revision, module or tool) to submit information on the Methodology Element to Social Carbon Foundation and to authorize Social Carbon Foundation to manage those parts of the Methodology Approval Process for which it is responsible. The information provided will enable Social Carbon Foundation to conduct the Public Stakeholder Consultation. Further information on the Methodology Approval Process is available in the SOCIALCARBON Standard document *Methodology Approval Process*.

The Developer must complete all the required information in the table below, sign the form and submit it electronically to Social Carbon Foundation at operations@socialcarbon.org. All information in the table must be completed using Arial 10.5 point, black, regular (non-italic) font.

The Developer agrees, that in consideration of Social Carbon Foundation processing the Methodology Element described above, with a view to accepting it in the SOCIALCARBON Standard (the “Social Carbon Foundation Services”), the Developer will make the following representations and perform the following obligations.

1 Interpretation

Capitalized terms used in this Methodology Element Submission shall have the meanings given to them in the attached schedule.

2 Provision of Information and License Grant

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

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

2.3 The Developer grants to Social Carbon Foundation the non-exclusive, worldwide, royalty-free right and license to use, reproduce, publicly display, and distribute the Methodology Element 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 Social Carbon Foundation Services. Social Carbon Foundation shall have the right to sub-license to third parties the rights granted under the foregoing license.

3 Compliance with the SOCIALCARBON Standard Rules

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

3.2 The Developer acknowledges that where the Methodology Element is approved under the SOCIALCARBON Standard, Social Carbon Foundation may subsequently put on hold, withdraw or otherwise limit use of the Methodology Element, as set out in the SOCIALCARBON Standard Rules.

4. Payment of Valuation Fees

4.1 The Developer agrees for the benefit of Social Carbon Foundation and the Validation/Verification Body that;

4.1.1 Provided that the Developer has received a Milestone Certificate in respect of a Milestone, the Developer agrees to pay the Validation/Verification Body the Fee in respect of that Milestone on the relevant Milestone Payment Date in freely transferable funds;

4.1.2 Fees are exclusive of VAT and Tax and all VAT and Taxes in respect of the Fees are for the account of the Developer.

4.1.3 Any Fee not paid by the Developer to the Validation/Verification Body pursuant to this Clause 4.1 when due shall accrue default interest at the rate of EONIA plus 1% from the due date until such time as the Fee is paid in full. If the Fees are payable in a currency other than the US dollar, then Social Carbon Foundation shall notify the Developer of the applicable rate.

4.2 The Developer agrees to pay Social Carbon Foundation the methodology approval process administration fee, at the rate set out in the SOCIALCARBON Standard *Fee Schedule,*  to cover the administrative costs related to Social Carbon Foundation’s management of the Methodology Element through the Methodology Approval Process.

4.3 If the fee payable by the Developer to Social Carbon Foundation pursuant to Clause 4.2 is not paid when due, it shall accrue default interest at the rate of EONIA plus 1% from the due date until such time as the fee is paid in full.

4.4 The fee payable by the Developer to Social Carbon Foundation pursuant to Clause 4.2 shall be exclusive of VAT and Tax and VAT and Tax in respect of the Fee shall be for the account of the Developer.

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 execute this Methodology Element Submission and any other documentation relating to this Methodology Element Submission to which it is a party, to deliver this Methodology Element Submission, the Methodology Element Documentation and any other documentation relating to this Methodology Element Submission that it is required by this Methodology Element Submission to deliver and to perform its obligations under this Methodology Element Submission and has taken all necessary action to authorize such execution, delivery and performance;

5.3 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;

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

5.5 Its obligations under this Methodology Element Submission and any documentation in relation to this Methodology Element Submission to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));

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 this Methodology Element Submission or its ability to perform its obligations under this Methodology Element Submission; and

5.7 All information that is furnished by the Developer in this Methodology Element Submission, the Methodology Element Documentation and any other documentation relating to this Methodology Element 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 Element Documentation and the right to grant the license granted hereunder. The Developer further represents that it has received all consents and releases necessary for Social Carbon Foundation to take advantage of its rights under this Agreement and that the Methodology Element 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 Element Documentation.

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

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

8. Third Party Rights

8.1 Subject always to the rights conferred on the Validation/Verification Body in clause 8.2 and to Clause 4.1, no person other than Social Carbon Foundation has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Methodology Element Submission but this does not affect any right or remedy of a third party which exists or is available apart from the Third Parties Act.

8.2 The Validation/Verification Body may enforce the terms of this Clause 8.2 and Clause 4.1 subject to, and in accordance with, Clauses 10 and 11 and the provisions of the Third Parties Act.

9. Governing Law

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

10. Arbitration

Any dispute, controversy or claim arising from or connected with this Methodology Element Submission, including one regarding the existence, validity or termination of this Methodology Element Submission or relating to any non-contractual or other obligation arising out of or in connection with this Methodology Element Submission or the consequences of its nullity (a "Dispute") shall be referred to and finally resolved by arbitration under the Rules of the LCIA.

The arbitral tribunal shall consist of one arbitrator who shall be an English lawyer of at least ten years’ standing.

The seat of the arbitration shall be London, England, all hearings shall take place in London, England, and the language of the arbitration shall be English.

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.

11. Jurisdiction

Without prejudice and subject always to Clause 10 the courts of England have exclusive jurisdiction to settle any Dispute, including any Dispute in respect of the application of Clause 10.

12. Execution and Delivery

Upon receipt by Social Carbon Foundation of this duly completed Methodology Element Submission and all the Methodology Element Documents and any other documentation relating to the Methodology Element Submission and acceptance by Social Carbon Foundation of the Methodology Element Submission, Social Carbon Foundation shall notify the Developer of the acceptance of the Methodology Element Submission.

Upon receipt by the Developer of such acceptance, a binding agreement shall come into effect between the Developer and Social Carbon Foundation (without prejudice to Clause 8.2) upon the terms set out in this Methodology Element Submission and the SOCIALCARBON Standard Rules.

Signed for and on behalf of:

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

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

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

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

### Schedule 1: Definitions

1. "**Assessment Statement**" means the statement provided by the Validation/Verification Body in accordance with the SOCIALCARBON Standard Rules in respect of the Methodology Element;
2. "**Assessment Report**" means the report assessing the Methodology Element as produced by the Validation/Verification Body in accordance with the SOCIALCARBON Standard Rules;
3. "**Developer**" means the entity named as such in this Methodology Element Submission being the developer of the Methodology Element which is the subject of this Methodology Element Submission;
4. "**Dispute**" has the meaning ascribed to it in Clause 10;
5. "**Methodology Approval Process**" means the process by which new methodology elements are approved under the SOCIALCARBON Standard;
6. "**EONIA**" means the Euro overnight index average, being the overnight interest rate as calculated by the European Central Bank.
7. “**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 Element Submission;
8. "**Methodology Element**"meansthe Methodology Element specified in this Methodology Element Submission;
9. "**Methodology Element Documentation**" means the documentation required to be submitted in support of this Methodology Element Submission to which this schedule of definitions is attached in accordance with the SOCIALCARBON Standard Rules;
10. "**Methodology Element Submission**" means the submission by the Developer of the relevant information and data in respect of the Methodology Element in accordance with the SOCIALCARBON Standard Rules;
11. "**Milestone**" means a milestone event in the process of producing the Assessment Report;
12. "**Milestone Certificate**" means evidence acceptable to Social Carbon Foundation of completion of the relevant Milestone;
13. "**Milestone Payment Date**" means in respect of a Milestone, the date on which payment of the relevant fee is due to be paid;
14. "**Public Stakeholder Consultation**" means the consultation in respect of the Methodology Element as provided for in the SOCIALCARBON Standard Rules;
15. "**Rules of the LCIA**" means the rules of the London Court of International Arbitration from time to time in effect.
16. "**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;
17. "**Tax Authority**" means any government, state, municipality or any local, state, federal or other fiscal, revenue,
18. "**Validation**" means the Validation conducted in accordance with the SOCIALCARBON Standard Rules;
19. "**Validation/Verification Body**" means the organization, approved by Social Carbon Foundation to act as a validation/verification body in respect of providing validation and/or verification services in accordance with the SOCIALCARBON Standard Rules, that conducts the Validation;
20. "**Validation/Verification Body's Findings**" means the written findings of the Validation/Verification Body in respect of the Methodology Element as a consequence of the Validation/Verification Body conducting its Validation;
21. "**Value Added Tax**" or “**VAT**” means value added tax as provided for in the Value Added Tax Act 1994 and any other Tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to value added tax) or elsewhere;
22. "**SOCIALCARBON Standard**" means the GHG program operated by Social Carbon Foundation which establishes rules and requirements that operationalize SOCIALCARBON to enable the validation of GHG projects and the verification of GHG emission reductions and removals; and
23. "**SOCIALCARBON Standard Rules**"means the rules and requirements set out in the *SOCIALCARBON Standard Guide*, *SOCIALCARBON Standard* and the other SOCIALCARBON Standard documents, as such rules and requirements may be updated from time to time.