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The Gold Standard **Land Use & Forests
Terms and Conditions**



Applicable for A/R Requirements
Valid since August 2013
Version Road-Test (v0.9)
Author The Gold Standard Foundation

**1. EFFECTIVE DATE**

**THEse Land Use & Forests (“LUF”) TERMS AND CONDITIONS are EFFECTIVE AS OF [INSERT] (“EFFECTIVE DATE”).**

**2. PURPOSE OF THE GOLD STANDARD**

The Gold Standard Foundation (“GSF” or “The Gold Standard”) is the blueprint for best practice in climate finance, demonstrating that market mechanisms can deliver real and permanent greenhouse gas (“GHG”) emissions reductions and, at the same time, transform the lives of project host communities through tangible sustainable development and ecological benefits. GSF achieves these outcomes through its award-winning certification process for climate change mitigation projects and programmes of activities (“Projects”).

**3. APPLICABILITY OF THESE LUF TERMS AND CONDITIONS**

**3.1 Purpose**

The purpose of these LUF Terms and Conditions is to provide the master agreement between GSF and the person, natural or otherwise, who will participate in The Gold Standard procedures for leading LUF Projects from the application stage to Registration to the certification of credits that represent emissions reductions generated from registered LUF Projects (“GS Credits”).

**3.2 Acceptance**

Acceptance of these LUF Terms and Conditions is a necessary precondition for entering into The Gold Standard project cycle for LUF Projects and the associated use of The Gold Standard Brand.

1. These LUF Terms and Conditions shall be signed by Project Owners and Designated Operational Entities or other third party auditors (“User”), as those terms are defined in The Gold Standard Requirements for Land Use & Forests (“LUF Requirements”)..
2. Once accepted, these LUF Terms and Conditions represent a binding agreement between GSF and the User.
3. Any use of The Gold Standard Brand without acceptance of these LUF Terms and Conditions will be prosecuted as a violation of GSF’s intellectual property rights.

 **3.3 Notice of Acceptance**

To accept these LUF Terms and Conditions, upload a signed, scanned copy to The Gold Standard Registry.

**4. ADDITIONAL DOCUMENTS**

The following documents are incorporated by reference into these LUF Terms and Conditions:

* The LUF Requirements;
* The Gold Standard Guidelines for Land Use & Forests (“Guidelines”);
* The Gold Standard Templates for Land Use & Forests (“Templates” and, collectively with the LUF Requirements and Guidelines, the “Technical Rules”);
* The most recent version of The Gold Standard Brand guidelines; and
* The Terms of Use of The Gold Standard Registry.

**5. ROLE OF THE GOLD STANDARD**

**5.1 Oversight**

GSF is a third-party certification standard that provides comprehensive oversight and regulation of LUF Projects.

**5.2 Limitations**

User expressly acknowledges and agrees that:

1. GSF is not a party to any agreements between or among parties to a LUF Project, including any agreement with a Buyer;
2. GSF will not have any liability or obligations arising from any agreement related to a LUF Project, regardless of its status in The Gold Standard project cycle;
3. GSF will not have any liability or obligations arising from any agreement between parties to a LUF Project relating to GS Credits;
4. GSF will not have any liability for any acts or omissions by User;
5. GSF has no control over User;
6. GSF makes no representations as to the reliability, capability, or qualifications of any party to a LUF Project; and
7. GSF disclaims any and all liability relating to the reliability, capability, or qualifications of any party to a LUF Project.

**6. CERTIFICATION PROCESS**

**6.1 Project Specific Acceptance**

Acceptance of these LUF Terms and Conditions is Project-specific and must be repeated for each and every LUF Project, even if several LUF Projects are submitted for Registration. These LUF Terms and Conditions are separate and distinct from the Terms of Use for The Gold Standard Registry.

**6.2 Pre-Registration Stage**

A LUF Project must be Listed before it can become Registered. The following steps must be completed in order to meet the criteria for Listed status:

1. The successful completion of the Pre-Feasibility Assessment in accordance with the Requirements;
2. Written acceptance and submission of these LUF Terms and Conditions by the Project Owner; and
3. Maintaining an account in good standing on the Gold Standard Registry where all invoices associated with that account have been paid in full.

A LUF Project only becomes public once it has obtained “Listed” status.

**6.2.1 Authorized Use of The Gold Standard Brand for Listed LUF Projects**

User understands and agrees that a LUF Project and its Project Owner are not authorized to use the Gold Standard Trademark until the LUF Project has reached the status of Listed. Once the LUF Project is Listed, the LUF Project and its Project Owner are authorized to use The Gold Standard Trademark in the form shown here in order to communicate that the LUF Project has reached “Listed” status:



The most recent version of The Gold Standard brand guidelines govern the use of this logo. Upon request of The Gold Standard, User agrees to submit a copy of all materials that feature The Gold Standard Trademark. Any unauthorized use of The Gold Standard Brand is prohibited.

**6.2.2 Default**

In addition to the sanctions identified in Paragraph 15, any LUF Project that does not meet the conditions for the Listed status at any time is not or will cease to be authorized to claim the relevant status and must be removed from the Gold Standard Registry within 10 days of such notification of rejection.

**6.3 Registration**

Registration occurs after the LUF Project has successfully completed the Initial Certification, as that term is defined in the Requirements, and the Project Owner has received written approval from GSF.

**6.3.1 Registration Requirements**

A LUF Project is “Registered” when it meets the following requirements:

1. The LUF Project has been successfully audited by (i) an independent third party auditor and (ii) The Gold Standard Secretariat. Any request for review or revision to the LUF Project by an independent third party will suspend the registration review period until GSF issues a statement that the issue has been satisfactorily addressed or clarified.
2. The Gold Standard Registry account under which the LUF Project is listed is in good standing, and all invoices associated with that account have been paid in full.
3. The LUF Project commits to the Performance Certification, as that term is defined in the Technical Rules, over the crediting period of the LUF Project.

**6.4 Issuance**

“Issuance” is the process by which Validated and VerifiedGold Standard Voluntary Emissions Reductions (“GS VERs”) are created by GSF and transferred into the Project Owner’s Gold Standard Registry account. For the purposes of this paragraph 6.4, the terms “Validated” and “Verified” are defined in the Definitions section of the Requirements.

**6.4.1 Issuance of Validated and Verified GS VERs to LUF Projects**

The issuance of Validated and Verified GS VERs to a LUF Project is subject to the following requirements:

1. Compliance with the registration requirements as defined above in Paragraph 6.3; and
2. The Gold Standard Registry account under which the LUF Project is listed is in good standing, and all invoices associated with that account have been paid in full.

**6.4.3 Default**

In addition to the sanctions identified in Paragraph 15, any LUF Project that fails to meet these conditions at any time will be subject to sanctions, including, but not limited to, freezing future issuances or freezing one or more accounts on the Registry associated with the LUF Project, at the discretion of GSF. GS VERs already issued to the LUF Project prior to loss of the LUF Project’s Registration status may continue to claim GSF certification. These credits will continue to appear as Gold Standard-certified in The Gold Standard Registry.

**6.4.4 Authorized Use of The Gold Standard Brand for Registered Projects**

User understands and agrees that a LUF Project and its Project Owner are authorized to use the Gold Standard Trademark in the form shown here, together with the Project registration number, in order to communicate that the LUF Project has reached “Registration” status:



The most recent version of The Gold Standard brand guidelines govern the use of this logo. Upon request of GSF, User agrees to submit a copy of all materials that feature The Gold Standard Trademark. Any unauthorized use of The Gold Standard Brand is prohibited.

**6.4.5 Authorized Use of The Gold Standard Brand for Multiple Registered LUF Projects**

In the event User has multiple LUF Projects or credits from more than one LUF Project about which User wishes to communicate, User may use The Gold Standard Trademark in the form shown below. The Project registration numbers must appear on the same page as the logo and in a font size no smaller than 8 points.



The most recent version of The Gold Standard brand guidelines govern the use of this logo. Upon request of GSF, User agree to submit a copy of all materials that feature The Gold Standard Trademark. Any unauthorized use of The Gold Standard Brand is prohibited.

**7. THE GOLD STANDARD COMPLIANCE BUFFER**

**7.1 General**

The Gold Standard Compliance Buffer (“Compliance Buffer”) is a holding account for GS VERs that is administered by GSF. Its purpose is to ensure the permanence of emissions reductions that have been certified by GSF from LUF Projects. Subject to Chapter 6 of the Requirements, in the event that the emissions reductions from a Project are reversed, GSF will promptly retire the equivalent number of GS VERs from the Compliance Buffer. The Compliance Buffer therefore provides insurance against reversals of GHG reductions from a Project due to certain causes.

User understands and agrees that GSF holds all rights to, ownership of and control over the Compliance Buffer and the GS VERs held in same. Notwithstanding any other terms in this Agreement or the Technical Rules, nothing in this Agreement or the Technical Rules shall give User any right to, ownership of or control over the Compliance Buffer or the GS VERs held by the Compliance Buffer at anytime.

**7.2 Contribution GS VERs to the Compliance Buffer**

Each time GSF issues GS VERs for emissions reductions achieved by a LUF Project, GSF will automatically deduct twenty percent (20%) of the GS VERs to be issued for contribution to the Compliance Buffer (“Buffer Credits”), unless notified in writing by User prior to issuance that eligible substitute credits should be used. In the event that User requests the use of substitute credits, failure by User to promptly transfer such credits to GSF will result in GSF placing the LUF Project on hold until the required number of credits have been properly transferred to GSF for contribution to the Compliance Reserve. User shall take all necessary measures to promptly transfer good legal title to Buffer Credits and/or substitute credits to GSF.

GSF may, from time to time, change the required Buffer Credit contribution percentage if GSF determines, in its reasonable discretion (with GSF maintaining the right to determine reasonableness in its sole and absolute discretion) that the contribution percentage of Buffer Credits required should be modified.

**7.3 Retirement of GS VERs from the Compliance Buffer**

User understands and agrees that, pursuant to the Technical Rules, User bears an affirmative responsibility to notify GSF in the event of a reversal of GHG reductions from a LUF Project. Subject to the Requirements, the User must notify GSF in the event of a carbon stock shortfall within 30 calendar days of knowledge of the occurrence of such shortfall. In the event of such a shortfall, GSF reserves the right to pursue one or more of the remedies contemplated in Section 15.

**8. THE GOLD STANDARD APPEALS MECHANISM**

**8.1** **Mediation**

In the event of any dispute, controversy, or claim by User against GSF regarding final decisions related to Registration or Issuance, the parties involved in the dispute shall, within 6 weeks of the date of the decision or action being disputed, first enter into a mediation for a period of 40 days. In respect of such mediation:

1. Both parties shall agree within 10 days on the person that will serve as the mediator to be elected from the list of mediators available at GSF;
2. If within 10 days the parties have not agreed on the appointment of the mediator, the mediator shall be appointed within 15 days by the chair of The Gold Standard Appeals Appointing Committee;
3. Within 10 days of his/her appointment, the mediator shall organise a session to hear both parties to the dispute, or more sessions if he/she considers it necessary, such session(s) may be attended in person, by conference call or videoconference;
4. No later than within 20 days of the first session, the parties shall attempt to find a solution to the dispute with the support of the mediator;
5. If after 40 days of the beginning of the dispute the parties have not reached an agreed solution, any of the parties may within 6 weeks after the expiration of the 40-day period, initiate arbitration proceedings in accordance with Paragraph 8.2 below.

**8.2 Arbitration**

In the event any of the disputes specifically listed in Paragraph 8.1 above is not resolved through mediation in accordance with Paragraph 8.1, such dispute, controversy of claim shall be settled by final and binding arbitration in accordance with The Gold Standard Rules for Appeals (“Appeal Rules”), as in effect on the date of this agreement. The International Bureau of the Permanent Court of Arbitration located at the Peace Palace in The Hague shall serve as registry for the proceedings.

**8.2.1 Language**

The language to be used in the arbitral proceedings shall be English.

**8.2.2 Venue**

The place of arbitration shall be The Hague, the Netherlands.

**8.2.3 Arbitration Fees**

The claimant shall upon commencement of the arbitration proceedings deposit an amount in accordance with the Appeals Fee Schedule as an advance to cover arbitration related costs, as further described in the Rules.

**9. THE GOLD STANDARD REGISTRY**

**9.1 Mandatory Use of Registry**

All Projects must be recorded on The Gold Standard Registry.

**9.2 Registry Accounts**

In order to use The Gold Standard Registry for entering, obtaining or managing information about LUF Projects or GS Credits, User must open an account on The Gold Standard Registry and sign and submit to GSF these LUF Terms and Conditions and the Terms of Use of The Gold Standard Registry.

**10. THE GOLD STANDARD TRADEMARK POLICY**

**10.1 Use of The Gold Standard Trademark**

Any use of The Gold Standard Trademark described in these LUF Terms and Conditions is a limited, non-exclusive, revocable license to use and display the appropriate logo. The use and display of such marks and logos must be conducted in accordance with the instructions and policies represented in any brand guidelines adopted by GSF. This license does not constitute a transfer of ownership rights in such marks, and may be revoked at GSF’s discretion.

**10.2 Unauthorized Use of The Gold Standard Trademark**

Unauthorized use of The Gold Standard Trademark may result in legal action. To the extent User engages in unauthorized use or reference to the marks and associated logos identified in these LUF Terms and Conditions, GSF, in its sole discretion, may terminate such User’s rights to continue using any or all intellectual property owned by GSF.

**11. PROTECTION OF GSF’S REPUTATION**

User acknowledges that GSF has established prestige and good will and is well recognized in the industry and the public, and that in conducting any activities in connection with or related to GSF, User shall ensure that it maintains the high standards and reputation of GSF. User further covenants that it shall not commit any act or omission of a substantial nature that causes or threatens to cause significant and adverse impact to the reputation of GSF and shall duly supervise its officers, directors, employees, agents, representatives and assigns accordingly. User acknowledges that GSF may from time to time amend the Technical Rules or the guidelines governing the use of The Gold Standard Brand. User shall comply with such rules and regulations at all times. User shall cooperate reasonably and in good faith with GSF for the purpose of securing and preserving GSF’s rights in and to The Gold Standard Brand.

**12. USER REPRESENTATIONS AND WARRANTIES**

User represents and warrants that it will provide true, accurate and adequately verified data to GSF, including its officers, directors, employees, agents and assigns. User also represents and warrants that all information and intellectual property submitted by its officers, directors, agents and assigns to the GSF does not violate the rights of third parties.

**13. INDEMNIFICATION**

User will defend, indemnify and hold GSF harmless from all damages and third-party claims, causes of action, or damage arising from any breach of these Terms and Conditions.

**14. OWNERSHIP AND LEGAL TITLE**

A User applying for Registration of a LUF Project must confirm that it has exclusive ownership and legal title to the specific LUF Project in question or that the User is authorized to act on behalf of the LUF Project.

Where applicable, User further acknowledges that GS Credits are created upon their issuance in The Gold Standard Registry. User represents that upon issuance and upon giving any transfer instructions to The Gold Standard Registry, it has the best and most comprehensive legal title (to the fullest extent available under applicable law) to the relevant GS Credits.

**12. REMEDIES**

**15.1 Violations of These Terms and Conditions**

In the event User violates these Terms and Conditions, GSF reserves the right to impose one or more of the following sanctions:

1. A contractual fine as permitted by law for each non-authorized use of The Gold Standard Brand;
2. A contractual fine of up to CHF 100,000 for each count of providing false information related to Projects or GS Credits;
3. Partial or complete withdrawal of the User’s right to use The Gold Standard Brand;
4. Complete withdrawal of right to enter the Gold Standard Registry;
5. Removal of information from the Gold Standard Registry and/or from the GSF’s website and/or freezing accounts in the Gold Standard Registry;
6. In severe cases, if reasonable proof of violation is available GSF may publish the name of the User, as well as the circumstances of violation.

As an exception to the above-mentioned sanction of withdrawing the right to use the Gold Standard Brand, certified GS Credits may not be cancelled. However, in the event that certification has been obtained on the basis of intentionally false information or otherwise misleading conduct, GSF has the right to, upon reasonable suspicion, freeze the User’s account in The Gold Standard Registry and demand repayment from the User of such erroneously certified GS Credits with an equivalent volume of GS Credits from another LUF Project.

**15.2 Violation of the Technical Rules; Shortfall in Carbon Stocks**

In the event User violates the Technical Rules, including circumstances where the User has notified GSF that there will be shortfall in carbon stocks, GSF reserves the right to impose one or more of the following sanctions:

1. in accordance with The Gold Standard Registry Terms of Use, freeze the User’s Gold Standard Registry Account until the violation is remedied to GSF’s satisfaction;
2. Place the Project on hold or cancel the Project;
3. in accordance with The Gold Standard Registry Terms of Use, retire either GS Credits from another Project in the User’s Gold Standard Registry account or Reserve Credits that were contributed by the User;
4. require the User to purchase GS Credits from another Gold Standard Project for retirement;
5. revoke the eligibility of the User to develop additional Gold Standard Projects; or
6. take any other action that GSF determines is necessary to remedy the violation.

**15.3 Reservation of Right to Seek Further Relief**

Complying with these sanctions does not release User from further compliance with these LUF Terms and Conditions. GSF reserves its right to assert additional claims for damages and assert any other rights or initiate other actions in order to seek further relief under the applicable law.

**16. NO WARRANTY**

GSF does not provide any representation or warranty beyond that certified emissions reductions meets GSF’s existing rules, validation and verification procedures. Certification is granted on the basis of information and assessments provided by third parties, as described in the Technical Rules. For avoidance of doubt, GSF does not carry out any validation and/or verification activities other than those defined in the existing rules and regulations. Information and assessments provided by third parties are not verified to an extent exceeding the existing Technical Rules.

GSF does not provide any representation or warranty for information relating to any LUF Project, any GS Credits or any GS Credit transactions beyond diligent selection of subcontractors and diligent validation and verification according to the existing Technical Rules. Specifically, GSF does not provide any representation or warranty for information and assessments received in good faith from third parties.

 To the extent allowed by the applicable law, GSF disclaims all warranties whether express or implied.

**17. NO ASSIGNMENT**

User may not assign these LUF Terms and Conditions without GSF’s prior written consent, which will not be unreasonably withheld.

**18. LIMITATION OF LIABILITY**

**In no event will GSF be liable for any incidental damages, consequential damages, special damages, punitive, statutory, indirect damages, loss of profits, loss of revenues, or loss of use, even if informed of the possibility of such damages. GSF’s liability in any case for damages arising out of or related to certification services cannot exceed the amount User has paid to GSF, or the contract price for the specific services, whichever is less. To the extent permitted by applicable law, these limitations and exclusions will apply regardless of whether liability arises from breach of contract, warranty, tort (including negligence), by operation of law, or otherwise.**

**19. DISPUTE RESOLUTION**

In case a dispute arises from a breach of these LUF Terms and Conditions, the parties must first attempt to resolve the conflict through good faith negotiations. In case no amicable solution can be found within 10 days after the first notification of the conflict is received, either party may choose to commence legal proceedings. The courts at the registered seat of GSF in Switzerland are exclusively competent for such proceedings.

**20. CHOICE OF LAW**

The laws of Switzerland apply to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

**21. SEVERABILITY**

If any part of these LUF Terms and Conditions is for any reason held to be unenforceable, the rest of it remains fully enforceable.

**22. CHANGES TO THESE TERMS AND CONDITIONS**

Any changes to these LUF Terms and Conditions must be made in writing. Acceptance of these LUF Terms and Conditions means that the accepting party also accepts within reasonable bounds any later changes made by GSF to these LUF Terms and Conditions. At any one time, the applicable LUF Terms and Conditions are published on The Gold Standard website (www.cdmgoldstandard.org.)

**23. CONFLICT WITH ADDITIONAL TERMS**

Some Users may enter into additional agreements with GSF. In the event of a conflict, the terms of other agreements will govern, followed by these LUF Terms and Conditions.

**24. DEFINITIONS**

**24.1 Buyer**

A person or entity that purchases GS Credits.

**24.2 Certification**

The written assurance by the auditor, and the acceptance and approval by GSF, that, during a specified time period, a LUF Project achieved the reductions in anthropogenic emissions by sources of GHG as validated or verified. Validated or Verified GS Credit issued from a Registered LUF Project are called “Gold Standard-certified.”

**24.4 Fixed Cash-Per-Credit Fee Structure**

The fixed cash registration and issuance fees to be paid for each LUF Project based on the number of credits issued/labeled.

**24.5 Gold Standard Brand**

The “Gold Standard Brand” includes all of the intellectual property of GSF, including The Gold Standard Trademark and The Gold Standard Name.

**24.6 Gold Standard Name**

The “Gold Standard Name” is any symbol containing the words “GOLD STANDARD” used to designate a person or a legal entity.

**24.7 Gold Standard Trademark**

The “Gold Standard Trademark” is any logo, label or word mark, registered or not, containing the word element “GOLD STANDARD” and being used to certify or otherwise label emissions reduction projects, emissions reduction credits or emissions reduction program, as well as any associated goods or services such as trade, financing, consulting, monitoring, technical supervision, quality control, sponsoring, or related activity.

**24.9 Project Owner**

The person or entity that holds or is applying on behalf of a LUF Project for Registration (and certification of the resulting emissions reductions) and who is responsible for demonstrating compliance with the Technical Rules.

IN WITNESS WHEREOF, the User hereby accepts these Terms and Conditions as of the date written below.

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name:**

**Title:**

**On behalf of:**

**Place & Date:**

***Please fill in the following information where applicable:***

**Project ID Number: Registry Account Number:**

**Project Name: Registry Account Manager Name:**

**Project Country: Registry Account Manager Phone:**

**Project Representative: Registry Account Manager Email:**

**Project Representative Phone:**

**Project Representative Email:**

**History of this document**

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| **Version** | **Date** | **Nature of revision** |
| 0.9 | August 2013 | Initial publication |