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|  | SCU CONVERSION DEED OF representationby[ Representor ] |  |

**THIS DEED OF REPRESENTATION** is made on [DATE]

**BY**

**[NAME AND ADDRESS OF REPRESENTOR]**, as further described below.

**THIS DEED WITNESSES** as follows:

# INTERPRETATION

## In this Deed:

**"Accountholder"** means the holder of an account in the SOCIALCARBON registry;

1. "**GHG**" means greenhouse gas;

**“GHG Credit”** means any right, interest, credit, entitlement, benefit or allowance to emit that has been granted or issued in respect of a Reduction under the Originating GHG Program;

"**GHG Program**" means a formal or organized program, scheme or arrangement for the recognition of activities leading to Reductions, or the crediting or issuance of instruments representing, or acknowledging, Reductions;

“**Originating GHG Program**” means the GHG Program under which the GHG Credits were originally issued;

**"Project"** means [NAME OF PROJECT];

"**Project Documents**" means the documents required to register the Project and/or issue SCUs, as set out in SOCIALCARBON document *Registration and Issuance Process*;

“**Project Ownership**” means the legal right to control and operate the project activities. Distinct from proof of right;

"**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. The entity(s) that can demonstrate Project Ownership in respect of the Project. For the avoidance of doubt where an individual executes this Representation in their capacity as an authorized office holder of the company who is the Project Proponent, this Representation is made by the company, not the authorized office holder;

**"Reduction"** means a reduction or removal of one (1) tonne of CO2e caused by the activities of the Project;

"**Validation/Verification Body**" or "**VVB**" means an 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;

**"SOCIALCARBON Standard"** means the GHG Standard operated by Social Carbon Foundation which establishes the rules and requirements that operationalize the SOCIALCARBON to enable the validation of GHG projects, and the verification of GHG emission reductions and removals;

1. "**SOCIALCARBON Standard** **Rules**" means the rules and requirements set out in the *SOCIALCARBON Standard* *Guide*, *SOCIALCARBON Standard*, *Registration and Issuance Process*, and the other SOCIALCARBON Standard documents, as such rules and requirements may be updated from time to time;
2. "**Social Carbon Unit**" **(SCU)** 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 of a Reduction that has been verified by a validation/verification body in accordance with the SOCIALCARBON Standard Rules. Recordation of a SCU in the account of the Accountholder at the SOCIALCARBON registry is *prima facie* evidence of that Accountholder's entitlement to that SCU.

## **"SOCIALCARBON registry"** means the registry used by Social Carbon Foundation that ensures all required Project and Standard documents have been submitted, maintains accounts of SCUs, issues and ensures the seamless flow of SCUs between registry accounts, and maintains custody and records of SCU legal ownership;Documents referred to in this Deed but not defined shall be the SOCIALCARBON Standard documents, as updated from time to time, to which the relevant term relates.

# REPRESENTATIONs

## I hereby represent and warrant that:

### All factual information that I provide in relation to this Deed is to the best of my knowledge following due inquiry true, accurate and complete in all material respects and I have not made or provided, and will not make or provide, false, fraudulent or misleading statements or information in relation to this Deed;

### The Project Documents for which I am responsible, and am supplying to the SOCIALCARBON registry and any other person in relation to the operation of the Project under the SOCIALCARBON Standard Rules, are true and accurate in all material respects and do not contain any false, fraudulent or misleading statements or information;

### I have the right to all and any GHG Credits for which I am requesting SCU issuance;

### I have cancelled or retired, or procured the cancellation or retirement, under the Originating GHG Program, the GHG Credits for which I am requesting SCU issuance;

### I have not sold, used for offsetting purposes, surrendered for compliance purposes under any mandatory or voluntary scheme or exchanged for any other right, interest, credit, entitlement, benefit or allowance to emit under any mandatory or voluntary scheme other than the SOCIALCARBON Standard the GHG Credits for which I am requesting SCU issuance;

### The GHG Credits for which I am requesting SCU issuance have not[, to the best of my knowledge and belief,][[1]](#footnote-1) previously been used for offsetting purposes, surrendered for compliance purposes under any mandatory or voluntary scheme or exchanged for any other right, interest, credit, entitlement, benefit or allowance to emit under any mandatory or voluntary scheme other than the SOCIALCARBON Standard; and

### I have not submitted, sought, requested or received any recognition of the GHG Credits for which I am requesting SCU issuance as any other form of GHG- or renewable energy-related environmental credit (including without limitation as renewable energy certificates), or I have provided evidence to the SOCIALCARBON registry in accordance with the SOCIALCARBON Standard Rules that any such credits have not been used and have been cancelled under the relevant environmental credit program.

## I hereby acknowledge and agree that:

### The following persons may rely on and enforce the terms of this Deed:

* + - 1. Social Carbon Foundation;
			2. each person who is an Accountholder holding SCUs relating to the Project at any given time;
			3. each person on whose behalf SCUs relating to the Project were retired by an Accountholder; and
			4. each of the successors and assigns of those persons listed in clauses 2.2.1(a), 2.2.1(b) or 2.2.1(c);

### Neither Social Carbon Foundation, nor any of its respective affiliates, directors, employees, agents, licensors and/or contractors, shall be liable with respect to any claims whatsoever arising out of this Deed or erroneous information within the Project Documents submitted to the SOCIALCARBON registry for indirect, consequential, special, punitive or exemplary damages, including, without limitation, claims brought against Social Carbon Foundation by Accountholders, Project Proponents, Validation/Verification Bodies or any other third party. This paragraph shall apply regardless of any actual knowledge or foreseeability of such damages;

### I have read, understood and will abide by the SOCIALCARBON Standard Rules; and

### Social Carbon Foundation has an absolute right to amend any of the SOCIALCARBON Standard Rules at any time and shall not bear any liability for loss or damage or liability of any kind sustained by the Representor or any other party involved in the Project in any way under the SOCIALCARBON Standard as a consequence of such amendment.

# GOVERNING LAW AND JURISDICTION

This Deed is governed by and interpreted in accordance with English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.

# SOVEREIGN IMMUNITY

To the extent that the Representor enjoys any right of immunity from set-off, suit, execution, attachment or other legal process with respect to its assets or its obligations under this Deed, the Representor waives all such rights to the fullest extent permitted by law.

# COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same deed.

# DELIVERY

This Deed is delivered on the date written at the start of the Deed.

**EXECUTED** by [REPRESENTOR] as a deed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of director/secretary

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of director/secretary

1. Remove where the GHG Credits are CERs, as this is easily ascertainable by reference to the blacklist of used CERs. [↑](#footnote-ref-1)