



Ecosystem Credit Accounting System

VERIFIER SERVICES AGREEMENT

Willamette Basin Version 1.1

Last updated February 22, 2010 . For questions or comments contact us at
info@willamettepartnership.org.

1. **THIS AGREEMENT IS MADE ON** ____/____/____ **by and between**
(“PROJECT DEVELOPER”) and _____ **(“CREDIT VERIFIER”).**

2. CONFLICT OF INTEREST FORM

The PROJECT DEVELOPER and the VERIFIER **have completed** a Conflict of Interest Form.

The Conflict of Interest Form has been submitted to the Market Administrator and is
 Underway Pending Approved.

The PROJECT DEVELOPER and the VERIFIER **have not completed** a Conflict of Interest Form.

3. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE VERIFIER TO THE PROJECT DEVELOPER

A. Scope of the Verification Process

The VERIFIER will audit the physical credits and associated documentation, procedures, processes, and plans submitted by the PROJECT DEVELOPER to the VERIFIER for compliance with applicable standards, including as applicable but not limited to: validation checklist, credit generation practices, credit calculation methodologies, long-term stewardship plans, maintenance requirements, and monitoring obligations. The attached Scope of Verification Services identifies the specific credits and associated elements that are submitted and required for verification. This Scope of Services also references the applicable guidances, standards, and other requirements applicable to the type(s) of credits being verified as promulgated by entities with registry, regulatory, or other oversight authorities or interest in the subject credits.

The attached Scope of Services specifies the format and content of the Verification Report required by the PROJECT DEVELOPER to support credit registration and/or credit exchange transaction(s).

B. Documentation and Confirmation of Approved Verifier Status

The VERIFIER ____ hereby attests that they are qualified and have been officially accredited to perform the verification procedures as described by the Market Administrator. Accreditation number _____. (Refer to attached Exhibit A: Verifier Accreditation Agreement for further information)

C. Verification Standard

The VERIFIER must verify the PROJECT DEVELOPER's credits according to the Verification Protocol developed by the cognizant authority(ies) with oversight jurisdiction over the subject credits, as specified in the Scope of Services.

D. Non-disclosure Terms

The PROJECT DEVELOPER has **confidential business information** that they would like to protect. This information may be required to complete the verification process, therefore, the VERIFIER will follow the protocol outlined in the Confidential Business Information Guidelines in order to ensure PROJECT DEVELOPER confidentiality.

The PROJECT DEVELOPER does **not have confidential business information**. Therefore the VERIFIER is not obligated to follow the specific confidentiality methods in the Confidential Business Information Guidelines.

E. Performance Schedule

If the VERIFIER is provided all required information from the PROJECT DEVELOPER, the verification process will occur within ____ days.

The following verification processes will occur

- Document Review ____ business days
- Data Interpretation ____ business days
- Verification Report ____ business days
- Verification Report Submittal ____ business days

F. Addressing Non-Conformances, Errors, and Omissions

If the VERIFIER identifies non-conformances with applicable credit protocols (including but not limited to credit generation guidance, calculation methodologies, mapping protocols, and related credit attributes, descriptors, or documentation), as may include misstatements, errors or omissions during the audit process, the PROJECT DEVELOPER may address these non-conformances and submit the credits to the VERIFIER for re-auditing.

If the PROJECT DEVELOPER elects to resubmit, additional fees will apply, as detailed in Exhibit B, for a complete re-auditing or an updated verification report, as applicable to the type and scope of non-conformances identified. To retain independence, the PROJECT DEVELOPER understands the VERIFIER will not be involved in addressing the non-conformances. Under this agreement the PROJECT DEVELOPER does/does not have the option to terminate this agreement and engage the VERIFIER under a separate contract to assist with addressing the non-conformances. If this option is elected, the PROJECT DEVELOPER will engage the services of another VERIFIER to re-audit the credits.

G. Obligations of VERIFIER

Representations and Warranties

a. VERIFIER's Representations and Warranties. VERIFIER represents to PROJECT DEVELOPER that (1) VERIFIER has the power and authority to enter into and perform this Service Agreement, (2) this Agreement, when executed and delivered shall be a valid and binding obligation of VERIFIER, enforceable in accordance with its terms, (3) the Work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of that profession under similar conditions and circumstances, (4) VERIFIER shall, at all times during the term of this Agreement be duly licensed to perform the Work, and if there is no licensing requirement for the profession or work, be duly qualified and professionally competent.

b. Representations and Warranties cumulative. The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations and warranties provided.

4. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE PROJECT DEVELOPER TO THE VERIFIER

A. Site Access

According to the Pilot Verification Protocol, a minimum of one site visit is required to complete the verification process. Subsequent visits may be necessary depending on the type of credit to be verified and magnitude of the proposed project. Granting access to the site is the sole responsibility of the PROJECT DEVELOPER and is required by Oregon State law. Details regarding the date and frequency of site visits are further outlined in the attached Scope of Services.

Regarding access to the property(ies) and or facility(ies) generating the credits to be verified the VERIFIER or approved monitor:

- Has full unlimited access
- Has limited access as follows: _____
- Has access by permission and/or owner escort as follows: _____
- Other: _____

B. Documentation and Data Requirements

The PROJECT DEVELOPER will provide all documents necessary for the verification process, as stipulated in the Scope of Services, to the VERIFIER within ____ days of signing this contract. The VERIFIER will reasonably rely upon the accuracy, timelines, and completeness of the information provided by the PROJECT DEVELOPER. All documents will be transferred in the following manner:

- Hard copies via mail
- Electronic copies via email, CD, or jump drive
- Electronic copies posted on a list serve, ftp site, or _____

The PROJECT DEVELOPER certifies that all information and data given to the verifier is accurate to the best of the PROJECT DEVELOPER's knowledge.

C. Changes to Scope

The PROJECT DEVELOPER may make or approve changes within the general Scope of Credit Verification Services in this Agreement. If such changes affect the VERIFIER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

D. Obligations of PROJECT DEVELOPER

Payment

- a. While interim payments will be made in accordance with "Exhibit B"¹, payments are contingent upon delivery of the specified work products completed in accordance with the terms of the Agreement, including the statement of Work in "Exhibit B"².
- b. The VERIFIER shall be responsible for all federal or state taxes applicable to compensation or payments paid to VERIFIER under this Agreement and Scope, unless VERIFIER is subject to backup withholding, PROJECT DEVELOPER will not withhold from such compensation or payments any amount(s) to cover the VERIFIER's federal or state tax obligations. VERIFIER is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to VERIFIER under this Agreement and Scope, except as a self employed individual.

Timely Review

The PROJECT DEVELOPER will examine the VERIFIER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the PROJECT DEVELOPER deems appropriate; and render in writing decisions required by the PROJECT DEVELOPER in a timely manner.

Prompt Notice

The PROJECT DEVELOPER will give prompt written notice to the VERIFIER whenever the PROJECT DEVELOPER observes or becomes aware of any development that affects the scope or timing of VERIFIER's Services, or of any defect in the work of VERIFIER.

Indemnity

- a. Claims for Other than Professional Liability. VERIFIER shall defend, save and hold harmless the PROJECT DEVELOPER, its elected officials, officers, agents and employees from all claims, suits or actions of whatsoever nature, including intentional acts resulting from or arising out of the activities of VERIFIER or its subcontractors, agents or employees under this agreement.
- b. Claims for Professional Liability. VERIFIER shall defend, save and hold harmless the PROJECT DEVELOPER, its elected officials, officers, agents and employees from all claims, suits or actions arising out of the professional negligent acts, errors or omissions of VERIFIER or

¹ Currently, "Exhibit A" does not exist but would be developed as a supplement to the contract.

² Currently, "Exhibit A" does not exist but would be developed as a supplement to the contract.

its subcontractors and subcontractors, agents or employees in performance of professional services under this agreement.

c. PROJECT DEVELOPER's Actions. This section does not include indemnification by VERIFIER of the PROJECT DEVELOPER for the PROJECT DEVELOPER's activities, whether related to the contract or otherwise.

Insurance

The Verifier shall provide insurance as indicated on "Exhibit C"³, attached hereto and by this reference made a part hereof.

Records Maintenance; Access

VERIFIER shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, VERIFIER shall maintain any other records pertinent to this Agreement in such a manner as to clearly document VERIFIER's performance. VERIFIER acknowledges and agrees that the PROJECT DEVELOPER and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of VERIFIER that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. VERIFIER shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

5. GENERAL LEGAL PROVISIONS

Authorization to Proceed

Execution of this Agreement by PROJECT DEVELOPER will be authorization for VERIFIER to proceed with the work, unless otherwise provided for in this Agreement.

No Third Party Beneficiaries

VERIFIER and PROJECT DEVELOPER are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

Ownership of Work Product

a. All work product of VERIFIER that results from this Agreement (the "Work Product") is the exclusive property of PROJECT DEVELOPER. VERIFIER forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

b. In the event the PROJECT DEVELOPER alters the work products in any manner, or uses them for a purpose or project other than that specifically identified and intended by this

³ Currently, "Exhibit B" does not exist but would be developed as a supplement to the contract.

Agreement without written verification or adaptation by the VERIFIER as appropriate, such alteration or use will be at the PROJECT DEVELOPER's sole risk, and VERIFIER shall be released, indemnified and held harmless by PROJECT DEVELOPER, to the extent permitted by applicable Oregon law, including, but not limited to constitutional debt limitation provisions and the Oregon Tort Claims Act.

c. The VERIFIER, despite other conditions of this provision, shall have the right to utilize the work product on its brochures or other literature that it may utilize for its sales and, in addition, unless specifically otherwise exempted, the VERIFIER may use standard line drawings, specifications and calculations on other, unrelated projects.

Force Majeure

Neither PROJECT DEVELOPER nor VERIFIER shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of PROJECT DEVELOPER or VERIFIER, respectively. VERIFIER shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

Suspension, Delay, or Interruption of Work

PROJECT DEVELOPER may suspend, delay, or interrupt the Services of VERIFIER for the convenience of PROJECT DEVELOPER. In such event, VERIFIER's contract price and schedule shall be equitably adjusted.

Termination

This Agreement may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

On termination, VERIFIER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

Litigation Assistance

The Scope of the Credit Verification Services does not include costs of the VERIFIER for required or requested assistance in support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the PROJECT DEVELOPER. All such services required or requested of the VERIFIER by the PROJECT DEVELOPER, except for suits or claims between the parties to this Services Agreement, will be reimbursed as mutually agreed.

Dispute Resolution

In the case of irreconcilable differences between the PROJECT DEVELOPER and the VERIFIER, the PROJECT DEVELOPER and/or the VERIFIER may submit their documented dispute to the Market Administrator's Dispute Resolution Committee or the lead agency in charge of certifying relevant credits.

6. SIGNATURES AND ATTACHMENTS

This Agreement together with any of the following attachments and any exhibits referred to in this Agreement contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the Credits which are not expressly set forth herein. This Agreement may be modified or canceled only by a written Amendment signed and dated by both parties. The parties shall not be bound by any terms, conditions, oral statements, warranties, or representations not herein contained.

List of Attachments and Exhibits

VERIFIER and PROJECT DEVELOPER acknowledge that they have read the entire Verification Services Agreement and understand the provisions thereof.

_____ date ____/____/____
_____ date ____/____/____