

ANNEX S – COVER LETTER

DATE	
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SECTION 1: PROJECT DETAILS

TITLE OF PROJECT	
GS PROJECT ID NUMBER	
GS VER or GS CER	
GOLD STANDARD REGISTRY ACCOUNT NO.	

SECTION 2: COMMUNICATION AND CONTACT DETAILS

List of Project Participants

ENTITY NAME:	
ROLE:	
<i>CONTACT DETAILS</i>	MR./MS.:
LAST NAME:	TELEPHONE:
FIRST NAME:	FAX:
EMAIL:	ADDRESS:

This entity is to be copied on all communications related to the Project: Yes/No

ENTITY NAME:	
ROLE:	
<i>CONTACT DETAILS</i>	MR./MS.:
LAST NAME:	TELEPHONE:
FIRST NAME:	FAX:

EMAIL:	ADDRESS:
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This entity is to be copied on all communications related to the Project: Yes/No

ENTITY NAME:	
ROLE:	
<i>CONTACT DETAILS</i>	MR./MS.:
LAST NAME:	TELEPHONE:
FIRST NAME:	FAX:
EMAIL:	ADDRESS:

This entity is to be copied on all communications related to the Project: Yes/No

Project Representative

ENTITY NAME:	
ROLE:	
<i>CONTACT DETAILS</i>	MR./MS.:
LAST NAME:	TELEPHONE:
FIRST NAME:	FAX:
EMAIL:	ADDRESS:

This Entity is nominated as Project Representative for:	Sole Authority	Joint Authority
(a) Authority to instruct the Secretariat and communicate with The Gold Standard		
(b) Authority to request the addition of Project Participants; to communicate any voluntary withdrawal of Project Participants; and to update the contact details of Project Participants		
(c) Communicate with the Secretariat and The Gold Standard on matters related to the Project		

SECTION 3: CREDIT ISSUANCE

By way of this Cover Letter, I am acknowledging and agreeing that The Gold Standard will issue its high quality Gold Standard labels or Voluntary Emissions Reductions resulting from this Project to The Gold Standard Registry account listed in Section 1. I further acknowledge and agree that the entity listed as the account holder for the Gold Standard Registry Account listed in Section 1 shall pay any and all fees associated with this Project.

SECTION 4: OWNERSHIP AND LEGAL TITLE

By way of this Cover Letter, I represent and warrant that, upon receipt of the issued Gold Standard labels or Voluntary Emissions Reductions by the entity listed in Section 3, the following entity will have full legal title to the carbon credits to the fullest extent permitted by the applicable law:

_____.

SECTION 5: FEE STRUCTURE

This Project is employing the [Share of Proceeds Fee Structure/Cash Per Credit Fee Structure].

[For projects employing the Share of Proceeds Fee Structure]

For projects that elect the Share of Proceeds Fee Structure:

For VER Projects

_____ The Gold Standard can automatically deduct the pre-determined percentage of credits upon issuance.

For GS CER Projects

_____ I will transfer the requisite CER serial numbers to The Gold Standard for labeling. Upon receipt of The Gold Standard label, The Gold Standard can automatically deduct the pre-determined percentage of credits upon issuance.

_____ I will substitute the applicable percentage of labeled CERs from the above-referenced project with issued CERs from this Gold Standard project: [insert GS ID number, project name, vintage year(s)]

SECTION 6: DO NO HARM DECLARATION

I hereby certify and declare that, to the best of my knowledge, the project complies with the Do No Harm Principles and associated information contained in The Gold Standard Passport. I understand and agree that The Gold Standard may request independent verification of adherence to these principles at anytime. I further understand and agree that The Gold Standard may reject the project and, in its discretion, announce the rejection of the project if any of the Do No Harm Principles is violated or if information provided to The Gold Standard in connection with the project's compliance with the Do No Harm Principles is false or inaccurate.

SECTION 7: DECLARATION OF COMPLIANCE WITH LOCAL LAWS

I hereby certify and declare that, to the best of my knowledge, the above referenced project has complied and is in conformance with all federal, state, and local regulations and standards that govern and are relevant to this project.

SECTION 8: REPRESENTATIONS AND WARRANTIES

1. I have read and I understand The Gold Standard Requirements; The Gold Standard Toolkit and its Annexes; The Gold Standard Registry Terms of Use; The Gold Standard Brand Rules and The Gold Standard Terms and Conditions ("The Gold Standard Documentation"). I represent and warrant that the above-referenced project complies with The Gold Standard Documentation.
2. I acknowledge and agree that Section 2 (Communication and Contact Details) will not be changed without the consent of all Project Participants, to be demonstrated in writing through an amended Cover Letter.
3. I am submitting a signed copy of The Gold Standard Terms and Conditions along with this signed Cover Letter.

SECTION 9: INDEMNIFICATION

The entities listed in Section 11, either jointly or individually as permitted by law, will indemnify and hold The Gold Standard harmless for any loss, cost or damage incurred by The Gold Standard in the event any statement, representation or warranty provided herein is false or incorrect.

SECTION 10: GOVERNING LAW

The laws of Switzerland govern this Cover Letter.

SECTION 11: SIGNATURES

As Project Owner of this Project, I have the authority to make the representations contained in this Cover Letter on the date first written above.

Signed

Name

Title

On behalf of

As Project Representative of this Project, I am duly and fully authorized by the Project Owner to make the representations contained in this Cover Letter on the date first written above.

Signed

Name

Title

On behalf of

As a Project Participant of this Project, I have the authority to make the representations contained in this Cover Letter on the date first written above.

Signed

Name

Title

On behalf of