

VV-14

Client responsibilities



The following document is made available to the public so that any potential client is aware of their responsibilities, as well as those of the VVB, when requesting a validation or verification service with NOVA CERT LLC.

1. VVB's responsibilities

- a) Release a validation and verification report indicating if the project activity as presented in the applicable documents meets the requirements of the established criteria.
- b) Release a validation and verification opinion that follows the applicable program's guidelines. Accepting the service does not automatically guarantee a positive validation/verification opinion or acceptance of the project by the program to which it applies.
- c) Perform the services efficiently, promptly, skillfully, and carefully in accordance with accredited standards, practices, and procedures. The VVB shall obey all applicable laws, regulations, rules, and standards imposed by any government or other duly constituted authority having jurisdiction in the host country.
- d) Have an insurance for the validation/verification activities.
- e) Ensure impartiality and confidentiality during and after the service.
- f) Ensure competent personnel to perform the validation / verification service.
- g) The VVB is responsible for the accepted inputs that are considered as part of the validation / verification activities, including those generated by the client or other external parties. However, the VVB is not responsible for issuing a given verification opinion, which is based on false, misleading, or malicious information provided to it.

2. Client's responsibilities

- a) Preparation of a Project Design Document (PDD) and/or Monitoring Report (MR) in accordance with the rules established by the program to which it applies. In case of changes in the program during the execution of this contract, the client shall adapt the documents to the most recent version of the program, unless the program authorizes the continuation of such version by means of an official communication.
- b) Use approved methodologies and scientifically appropriate protocols as required by the program.
- c) Prepare a monitoring plan consistent with program rules to collect and report the necessary data in a complete, transparent, and accurate manner.
- d) Provide the VVB with access to the client's books, areas, records, personnel, information systems, and facilities so that the data and assumptions presented in the documents can be evaluated. Comply with requests from the VVB to conduct interviews, meetings, or discussions with the client's employees on any matter related to the services, within the scopes of the service.
- e) Coordinate and provide the travel and accommodation of the auditor team and observers if applicable.

- f) Follow the VVB's rules for the use of their reports, information and marks established in 4. "Use of VVB's marks, logos, opinion, and reports"
- g) Notify immediately to the VVB if there is a breach of impartiality, confidentiality or any other professional matter regarding the audit team or the VVB staff.
- h) Communicate to the VVB any facts that can affect the validity of the issued opinion.
- i) If the client decides not to continue with the validation and/or verification process by means of an official communication, or if it does not give an effective closure to the findings after 60 calendar days, the VVB understands that the client desists from the process and will issue a negative validation/verification opinion without any prejudice.

3. Other considerations

- a) Neither party's employees shall be entitled to represent the other party.
- b) Under no circumstances shall employees of the VVB be deemed to be employees of the client or vice versa, nor shall either party be liable for any compensation or benefits to employees of the other party.
- c) Changes to these terms and conditions are not permitted, except through a letter signed by both parties, which will form an addendum to this agreement.

4. Use of VVB's marks, logos, opinion, and report

- a) The client agrees not to use information statements, opinion, report, marks, logos, or labels in a manner that could mislead intended users or impair the reputation of the VVB. Marks, logos, and labels may include symbols of the body or those associate with the program.
- b) Neither party shall use any of the other party's trademarks without the prior written approval of such other party.
- c) The client may use the reports and opinions issued by the VVB to register the project or request issuance of emission reductions/removals in the applicable program. Under no circumstance shall the client modify a VVB's report and opinion or use them for their own benefit.
- d) The final validation/verification report and opinion is property of the VVB, who shall keep a secure a copy of the report and opinion for accreditation requirements, and in case there is a future eventuality regarding the GHG statement.