



## **CICS Conditions of Contract: GHG Verification**

### **1. Introduction**

This agreement defines CICS' terms and conditions relating to verification and certification services. CICS reserves the right to amend this Agreement from time to time provided CICS gives you at least 30 days' notice. In this agreement CICS means CICS staff and agents.

### **2. Enquiry & Quotation**

Following your enquiry you will be requested to supply CICS with appropriate information. From this information you will be provided with a written quotation for CICS' services, specifying the duration and cost involved.

CICS reserve the right to amend quotation costs if:

- It is found that upon subsequent verification that the original information supplied to CICS was incorrect and further verification time is required.
- During the course of the verification process the appropriate data specified is not available in a timely manner.
- During the course of the verification process the specified requirements of CICS have not been followed and further verification is required.
- Scheme rules & regulations are significantly changed, beyond the control of CICS.

### **3. Verification Process**

To enable CICS to establish confidence that your stated GHG emissions meet the requirements of this agreement we require you to:

- Allow CICS full access to all work areas, personnel, records and documentation relevant to your application.
- Demonstrate compliance to the relevant scheme rules & regulations to CICS' satisfaction.
- Nominate a management representative and advise CICS of this nomination.
- Ensure that the verification report, or any part thereof is not used in a misleading manner.
- At the end of the verification provide written confirmation that all required data and information has been disclosed to the verification team.
- To make provisions, where applicable, to accommodate observers.
- Notify CICS of levels of assurance required from the verification services if they differ from the applicable scheme requirements.

Once provided with a written visit report, any information requested within that report must be provided within the timeframes specified or 28 days, whichever is sooner. CICS cannot be held liable for failing to meet deadlines where information is not provided in a timely manner.

It is an additional requirement of GHG verification that you shall advise CICS in writing of any changes to:

- Sources of GHG emissions.
- GHG permit or equivalent permit and/or monitoring and reporting plans.
- Appropriate fuel metering systems
- Significant changes to the way you manage GHG related emissions.
- If you believe you are failing to comply with the appropriate scheme rules & regulations.
- If you become aware of any errors or inaccuracies in the data supplied to CICS.
- If you have made changes to any of the above, following a CICS visit, but prior to completion of that years' verification.

Certain verification schemes specify levels of assurance to be applied. Should differing levels of assurance be required for any additional work not covered by the applicable scheme then the level of assurance of the validation or verification of the additional work shall be agreed at the beginning of the validation or verification process.

### **4. Verification Opinion**

Following satisfactory completion of all stated site visits and data verification, CICS shall prepare a Verification Opinion. This shall be independently reviewed within CICS and if satisfactory CICS shall issue the Verification Opinion. CICS may at any time refuse to issue this Verification Opinion certification or revoke, where, in CICS's reasonable opinion, compliance with the specified rules and regulations, or this agreement has not been met.

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## **5. Registry Interaction**

Where verified emissions need to be entered or proposed into a National or International Registry, this shall remain your responsibility, unless otherwise agreed. CICS will undertake to approve all proposed emissions within 14 days of notice of your entry.

## **6. Publicity & Promotion**

In order to maintain the integrity of CICS' service, you agree not to make any misleading statements concerning your application or Verification Opinion to any third party and will use your best endeavours to ensure that no-one connected with you gives misleading information.

## **7. Confidentiality**

CICS, its staff and agents shall keep confidential all information relating to your business and shall not disclose that information to any third party.

CICS' staff and agents have signed individual confidentiality undertakings and will only receive confidential information on a need to know basis. This confidentiality undertaking shall continue for a period of not less than 10 years after termination of this agreement.

You shall keep confidential all information relating to the commercial and intellectual property of CICS and shall not disclose this to any third party. This shall include but is not limited to verification proposals and quotations, verification reports, verification guidance information prepared by CICS.

These restrictions shall not apply to any information in the public domain, or which CICS is required by law or relevant accreditation bodies to disclose.

## **8. Fees and Charges**

All fees and charges will be as per quotation. You shall undertake to pay the fees invoiced. In the absence of any contrary written agreement all fees shall be paid within 28 days following the date of the invoice or prior to certificate issue as appropriate.

Where a scheduled visit is booked in advance, any subsequent change or cancellation requested by you, with less than 14 days' notice, may be subject to a discretionary charge up to the full cost of the visit.

Where a scheduled visit is booked in advance and involves the prepayment of airfares, hotels etc, any subsequent change or cancellation requested by you may be subject to the full cost of these prepayments, regardless of notice provided.

## **9. Ownership of CICS verification**

The right to use the CICS logo (mark) shall remain the property of CICS and you agree not to assign, charge, licence, transfer or otherwise deal with it in any way. CICS has documented guidance on the use of its CICS verification mark and this is available on request to [info@cicsglobal.com](mailto:info@cicsglobal.com).

Where an extract from a CICS GHG Assertion is to be used for communication purposes then this must be discussed and agreed in writing before the extract is used.

## **10. Assignment**

CICS may assign this agreement to any company or corporate body in which CICS has an interest, owns shares or has an affiliation with. CICS may sub contract the undertakings of assessment visits to CICS approved agents.

## **11. Force Majeure**

CICS and you will be released from the obligations of this agreement if any event beyond the control of both of us shall make performance of this agreement impossible.

## **12. Safety**

You are responsible for ensuring that when CICS visits your site CICS has adequate protective equipment for the working environment to be assessed. Where specialist training is required this shall be disclosed to CICS at the outset. Please raise these issues with your CICS contact in advance of a visit.

## **13. Limitation of Liability**

Except for liability for death or personal injury directly resulting from CICS' acts or omissions, CICS' liability in respect of any single event or series of events for breach of CICS' obligations in this Agreement shall be strictly limited to the amounts paid by you to CICS in the 12 months preceding the date of the event or events giving rise to the loss.



#### **14. Insurance**

CICS reserves the right to require you to produce satisfactory evidence that you have in force satisfactory insurance coverage for the purpose of meeting any third party liability.

#### **15. Appeals**

If you have an appeal relating to a validation or verification decision made by CICS this should be addressed in writing to the CICS GHG Scheme Manager outlining the grounds for reconsideration.

The appeal will be investigated by the GHG Scheme Manager or authorised representative. The investigation will be

- conducted by an individual who is independent of the verification activity and engagement.
- If the appeal cannot be resolved (i.e. if the appellant is not satisfied with the appeal decision), then the appeal may be referred to the CICS Company Secretary.

#### **16. Complaints**

If you have cause to complain (and where a response is expected) about the provision of CICS service, other than for purposes of an "appeal" the complaint should be made to the GHG Scheme Manager.

If CICS receives a complaint about your organisation from a Regulator, within the scope of your contract, which proves on investigation to be well founded, CICS will require immediate action within a specified time.

Failure to take adequate action may lead to punitive action from the regulator (including potential fines and forfeit of allowances). A special visit may also be required to resolve the issue, which shall be charged to you at the standard day rate of the contract.

#### **17. Law**

English law shall govern this agreement and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales. For work in the USA, then New York law shall govern this agreement and the parties agree to submit to the exclusive jurisdiction of the relevant courts.

#### **18. Termination**

CICS reserves the right to terminate this Agreement without cause by giving you 90 days' notice in writing.

You may also terminate this agreement by giving CICS 90 days' notice in writing but any remaining verification fees will become due to payment prior to termination.

Upon termination you must remove all references to CICS certification. Your signed certificate and all copies must be returned to CICS within 28 days of the date of termination.

Either party may terminate the Agreement without notice if the other party is unable to pay its debts or becomes insolvent or an order should be made or a resolution passed for the liquidation, administration, winding-up or dissolution of the other party.

**Last updated 28 October 2011**