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# Application and Agreement for Climate Bonds Certification (Version May 2023)

**Dated:**

A person seeking certification of one or more debt instruments, one or more assets or one or more legal entities under the Climate Bonds Initiative’s Climate Bonds Standard (**Certification** and **Certified** shall be construed accordingly) is required to sign this Application and Agreement for Climate Bonds Certification (**Agreement**).

Where the Applicant seeks additional certifications over time in respect of any debt instrument, asset or entity shall be set out in the bond information documents to be submitted to the Climate Bonds Initiative (**Climate Bonds**) in the form described in <https://www.climatebonds.net/certification> and, subject to acceptance by Climate Bonds, the terms of this Agreement shall apply equally to such further debt instrument, asset or entity.

 **Application**

To start the process of Certification of one or more debt instruments, one or more assets or one or more legal entities under this Agreement by Climate Bonds, Applicant needs to send a signed version of this Agreement by email to certification@climatebonds.net.

By executing this Agreement, Legal name of applicant entity (**Applicant**) applies to Climate Bonds for Climate Bonds Certification (**Certification**) on the terms of this Agreement in respect of the following:

|  |  |
| --- | --- |
| Initial Debt Instruments | [*Unique name and description for the debt instruments being certified*] |
| Initial Asset(s) | [Unique name *and description* for each asset or portfolio of assets being certified] |
| Initial Entity(ies) | [Unique name *and description* for each entity being certified] |

It is understood that the Applicant may seek Certification of further debt instruments ("Further Debt Instruments"), further assets ("Further Assets") and/or further entities ("Further Entities") pursuant to this Agreement and that such applications will be evaluated at the time of submission of the relevant information documents to Climate Bonds. Such Initial Debt Instruments and Further Debt instruments governed by this Agreement shall be referred to individually or collectively as “**Debt Instrument(s)**”, such Initial Asset(s) and Further Assets governed by this Agreement shall be referred to individually or collectively as “**Asset(s)**” and such Initial Entity(ies) and Further Entities governed by this Agreement shall be referred to individually or collectively as “**Entity(ies)**”.

This Agreement and the Climate Bonds Standard applicable as of the date on which each Debt Instrument, Asset or Entity becomes Certified as published on Climate Bonds website (**Climate Bonds Standard**) available at [www.climatebonds.net/certification](http://www.climatebonds.net/certification/resources), together set out the terms and conditions under which Climate Bonds issues Certification and under which the Applicant may use the Certification.

|  |  |
| --- | --- |
| **Date of Agreement** |   |
| **Applicant** |  |
| **Registered office address of Applicant** |  |
| **Applicant place of incorporation** |  |
| **Applicant company registration number** |  |
| **Agreed Language** | English |
| **Agreed Currency** |   |
| **Dispute resolution** | Method of Dispute Resolution: ArbitrationArbitral Body: London Court of International Arbitration (**LCIA**)Rules of Arbitration: Rules of Arbitration of the LCIA Arbitral Seat: London, EnglandAgreed Number of Arbitrators: ThreeLanguage of the Arbitration: English LawAgreed Arbitrator Appointment Process: Each of the parties shall appoint an arbitrator and then the party-appointed arbitrators shall jointly select a third person to chair the tribunal]Governing Law of the Arbitration Agreement: English Law |
| **Notices to be sent to:** | **Applicant**Address: Email: Contact person: **Climate Bonds Initiative**Address: First Floor, 10 Queen Street Place, London, EC4R 1BE, United Kingdom Email: certification@climatebonds.netContact person: Head of Certification |

1. **Fees**
	1. The Applicant is required to pay a Certification Fee in consideration for the Certification of each Debt Instrument, Asset or Entity to be Certified hereunder, calculated in accordance with the Climate Bonds fee policy applicable at the time of the Certification of the specific Debt Instrument, Asset or Entity, available on the Climate Bonds website at [www.climatebonds.net/certification](http://www.climatebonds.net/certification/resources).
	2. All amounts expressed to be payable under this Agreement are exclusive of VAT. However, where VAT is chargeable on any such amounts it will be added to the amounts due and must be paid concurrently with the other amounts due.
	3. The Applicant must make all payments to be made by it to Climate Bonds in the Agreed Currency without any set-off, withholding or deduction unless required by law. If any withholding or deduction is required by law to be made by Applicant, the amount of the payment due from Applicant shall be increased to an amount which (after making any withholding or deduction) leaves an amount equal to the payment which would have been due if no withholding or deduction had been required.
2. **Climate Bonds Is Not Providing Services, Advice, etc.**
	1. Climate Bonds is not providing and will not provide to the Applicant or any other person:
		1. any financial, legal, tax, advisory, consultative or other business services;
		2. any advice on structuring the Debt Instrument, Asset or Entity or drafting documents relating to the Debt Instrument (or any programme relating to one or more Debt Instruments, Assets or Entities);
		3. any other consulting, advisory or other advice of any type.
	2. Certification must not be construed or represented as Climate Bonds rendering advice on any project or project portfolio that is, or is intended to be, funded in whole or in part from the proceeds received from any Debt Instrument, Asset or Entity offering and Climate Bonds accepts no responsibility or liability in the event that a party construes that it has given any advice.
	3. Nothing in this Agreement constitutes Climate Bonds as a trustee, fiduciary or partner of the Applicant or any other person, or shall create any fiduciary, partnership, trust or similar duties owed by Climate Bonds to the Applicant or any other person.
3. **Certification is Not a Comment on Market Price, Investor Suitability, etc.**
	1. The Applicant acknowledges and agrees that the issuance of a Certification by Climate Bonds does not, and is not intended, to constitute a comment on market price, investor preference or investor suitability of any Debt Instruments, Assets or Entities and the Applicant agrees it will not use the Certification in any such way.
	2. The Applicant acknowledges the terms of Appendix 1 form part of this Agreement and agrees to be bound by them.
	3. The Applicant acknowledges and agrees that the issuance of a Certification by Climate Bonds obliges the Applicant to (and the Applicant shall) include a disclaimer in the form set out in Appendix 2 to this Agreement in any communication in whatever form issued by the Applicant or over which the Applicant has any control and which makes any reference to Certification by Climate Bonds of any Debt Instrument, Asset or Entity.
4. **Climate Bonds Does Not Perform Due Diligence or Audit**
	1. Although Climate Bonds uses information provided by the Applicant and its agents and advisors under the process for registering and issuing Certifications for Debt Instruments, Assets or Entities, as part of that process, Climate Bonds:
		1. does not perform any audit of any information it receives;
		2. does not undertake any duty of due diligence or independent verification of any information it receives to the applicant or any other person; and
		3. is entitled to consider, without further enquiry, that such information is true and correct.
5. **Certification is at Climate Bonds’ Sole Discretion**
	1. The issuance and/or revocation of a Certification by Climate Bonds, and the Applicant’s continued use of a Certification, is in the sole discretion of Climate Bonds.
	2. The Applicant acknowledges and agrees that any Certification by Climate Bonds is in relation to the specific Debt Instrument, Asset and/or Entity listed in the Application.
	3. Without prejudice to Appendix 1, the Applicant is not permitted to (and shall not) (i) use any Certification for or in connection with any Debt Instrument, Asset and/or Entity (or part thereof) that has not been expressly listed in the Application and certified by Climate Bonds; or (ii) otherwise imply any Certification attaches to the same. The Applicant shall ensure that at all times its marketing, promotional or other public facing documentation which displays or refers to the Certification makes the extent and any limitations of the Certification clear.
6. **Information the Applicant is to Provide**
	1. With respect to the issuance to the Applicant of, and continuing use by the Applicant of, any Certification on any outstanding Debt Instrument or any Asset or any Entity, the Applicant agrees to provide or cause to be provided to Climate Bonds all information available to the Applicant in accordance with the Climate Bonds Standard that is required by the Climate Bonds Standard Board (**Standard Board**) in making its determination:
		1. about whether to issue a Certification to the Applicant; and
		2. about the Applicant’s ongoing conformance with the Climate Bonds Standard as in effect at the time of Certification of each Debt Instrument, Asset or Entity,

but subject to:

* + 1. the Applicant’s obligations under any applicable laws, regulations or stock exchange rules (including its obligation to provide any such information first to any government agency, regulator or stock exchange); and
		2. any obligation the Applicant has to keep such information confidential (including without limitation under any agreement between the Applicant, the approved verifier or a participant in a project).
	1. Upon notification from Climate Bonds, the information to be provided by the Applicant in Clause 6.1 above shall be provided either by email or by way of an automated system whereby the Applicant submits the information required through an online platform. Upon such request, Climate Bonds shall provide the relevant access by which the Applicant can provide its required information.
	2. The Applicant represents and warrants that all the following information provided by the Applicant or its agents or advisors is true and correct in all material respects:
		1. information provided to Climate Bonds and the Standard Board under this Agreement in connection with the issue of the Certificate; and
		2. information provided to Climate Bonds and the Standard Board under this Agreement in connection with the Applicant’s right to continued use of the Certificate.
	3. A breach of the representations and warranties in clause 6.3 constitutes a breach of this Agreement by the Applicant.
	4. If Climate Bonds receives any third party information (separate to a verification report provided by a Climate Bonds approved verifier or any information not provided by or on behalf of the Applicant or its agents and advisors) prior to making a decision on whether to issue a Certification or a decision on the Applicant’s ongoing conformance with the Climate Bonds Standard, Climate Bonds will, to the extent permitted by applicable law, make the information available to the Applicant and provide the Applicant the opportunity to respond in a reasonable time to any questions raised as a result of the information prior to any determination about the application for Certification or the Applicant’s ongoing conformance with the Climate Bond Standard.
	5. The Applicant shall notify Climate Bonds in writing on or as soon as reasonably practicable following the date on which it issues any Certified Debt Instrument or makes use of Certification in connection with any Asset or Entity and provide Climate Bonds with all information relating to the issue of that Debt Instrument, Asset or Entity or use of that Certification as may be reasonably required by Climate Bonds.
1. **Reporting**
	1. The Applicant agrees, while any Certified Debt Instrument remains outstanding or while it continues to make use of the Certification label in connection with any Asset or Entity, to comply with the reporting requirements of the Climate Bonds Standard subject to Clause 16 (*Conforming with the Climate Bonds Standard*)). The Applicant acknowledges that failure to comply with such reporting requirements would constitute non-conformance with the Climate Bonds Standard which may (in Climate Bonds’ sole discretion) result in a revocation of the relevant Certification, revocation of the rights to use any publicity materials relating to Climate Bonds Certification and revocation of the rights to use any Climate Bonds or related logos.
	2. The reports and disclosures by the Applicant under clause 7.1 are subject to:
		1. the Applicant’s obligations under any applicable laws, regulations or stock exchange rules (including its obligation to provide any such information first to any government agency, regulator or stock exchange); and
		2. any obligation the Applicant has to keep such information confidential (including without limitation under any agreement between the Applicant, the approved verifier or a participant in a project).
2. **Liability and Indemnity**
	1. To the extent permitted by law and subject to the limitations expressly provided for in this clause 8, the Applicant agrees to indemnify, or otherwise to hold harmless, each of Climate Bonds, the Climate Bonds Standard Board, any other Climate Bonds affiliate and Advisory Board, each of their officers, directors, trustees, members, employees, consultants and contractors (**Covered Persons**) from any damages, liabilities, judgments, costs, charges, expenses (including reasonable attorney’s fees) and claims arising or resulting from or in connection with any breach by the Applicant of this Agreement or the terms of the Certification (including but not limited to any direct, indirect, consequential, special, punitive or exemplary losses, loss of profit, loss of reputation and all interest, penalties and legal costs related thereto (calculated on a full indemnity basis)) (**Losses**). The Applicant, however, will not be liable for any Losses directly attributable to the fraud, gross negligence or wilful misconduct of any Covered Person.
3. **Confidentiality**
	1. For the purposes of this Agreement, **Confidential Information** means all information (regardless of its form) disclosed or otherwise made available by the Applicant or its representatives to Climate Bonds or its representatives (before, on or after the date of this Agreement), for or in connection with this Agreement or the arrangements contemplated by it (and includes without limitation this Agreement and its contents), which:
		1. is marked or otherwise designated as being proprietary or confidential to the Applicant;
		2. Climate Bonds has been notified by the Applicant is confidential to a third party to whom the Applicant owes an obligation of confidence;
		3. in the circumstances surrounding disclosure or because of the nature of the information, ought in the reasonable opinion of the deciding party to be treated as confidential;
		4. includes, or relates to the business, financial records, staff, technology, projects, investments, intellectual property rights, trade secrets, financial position, customers and suppliers of the Applicant; or
		5. is derived or produced partly or wholly from such information,

but excludes information which:

* + 1. is in or becomes part of the public domain otherwise than through a breach of this Agreement or a breach of an obligation of confidentiality owed to the Applicant, one of the Applicant’s representatives or a third party; or
		2. Climate Bonds can prove by contemporaneous written documentation was already known to Climate Bonds at the time of disclosure by the Applicant or any of its representatives (unless such knowledge arose from disclosure of information in breach of an obligation owed to or by a third party).
	1. Climate Bonds must keep the Confidential Information confidential and must not without the prior written consent of the Applicant:
		1. use or reproduce any of the Applicant’s Confidential Information otherwise than in performing or giving effect to this Agreement or issuing or revoking a Certificate;
		2. use the Applicant as a reference; or
		3. disclose any Confidential Information except:
			1. if required in connection with legal proceedings relating to this Agreement;
			2. to officers, employees, consultants, contractors, legal and other advisers and auditors of Climate Bonds, provided the recipient agrees to act consistently with this clause 9;
			3. to any party to this Agreement or any affiliate of Climate Bonds, provided the recipient agrees to act consistently with this clause 9; or
			4. as required by any applicable law or stock exchange regulations.
	2. Applicant shall also keep the confidential information of Climate Bonds confidential and shall be subject to the same restrictions set out in paragraph 9.2, except that the roles of Climate Bonds and the Applicant shall be reversed.
	3. On expiry or termination of this Agreement, Climate Bonds must promptly return or destroy in a manner that is fully secure and satisfactory to the Applicant any or all copies of Confidential Information, in which case any right of Climate Bonds to use, copy and disclose that Confidential Information ceases.
1. **Climate Bonds Is Not an Expert**
	1. Climate Bonds has not consented to, and will not be required to consent to, being named or referred to as an “expert” or any similar designation under any applicable laws or other regulatory guidance, rules or recommendations including securities laws and accepts no liability to any party claiming that it has done so. Climate Bonds has not performed and will not perform the role or tasks associated with an underwriter or seller of securities under any jurisdiction in which the any Debt Instrument, Asset or Entity may be sold and accepts no liability to any party claiming that it has done so.
2. **Applicant is Not Subject to Sanctions; Not a T****errorist, etc.**
	1. To the knowledge of the Applicant, its affiliates, and its officers as at the date of this Agreement:
		1. the Applicant is not (i) subject to economic, trade or transactional sanctions imposed by any government or government agency to which the Applicant is subject in any jurisdiction in which it carries on its business; nor (ii) located in or carrying on business in a country subject to such sanctions.
		2. neither the Applicant nor or any of its directors or wholly owned subsidiaries appears on any of the EU or US lists of known or suspected terrorists, terrorist organisations or other prohibited persons maintained by any jurisdiction in which it carries on its business, including: (i) https://eur-lex.europa.eu/legal-content/en/TXT/HTML/?uri=CELEX:32019D1341&from=en; or (ii) https://www.state.gov/foreign-terrorist-organizations/ (to the extent those lists are in existence); and
		3. the Applicant is not controlled, directly or indirectly, by any entity subject to the sanctions referred to in clause 11.1.1 or appearing on the lists referred to in clause 11.1.2.
	2. During the term of this Agreement, the Applicant will promptly notify Climate Bonds if it becomes aware of any of the circumstances in clause 11.1 changing.
3. **Compliance with Laws**
	1. Nothing in this Agreement prevents:
		1. Climate Bonds or the Applicant from acting in accordance with applicable laws and regulations; or
		2. Climate Bonds acting in accordance with the Climate Bonds Standard in the form published on Climate Bonds website as at the date of this Agreement.
4. **Entire Agreement**
	1. This Agreement constitutes the complete and entire agreement between the parties regarding its subject matter.
	2. Climate Bonds does not guarantee the accuracy, completeness or timeliness of the information relied on in connection with it issuing, and the Applicant’s continued use of, a Certification. Climate Bonds gives no express or implied warranties, including but not limited to any warranties of merchantability or fitness for a particular purpose or use.
5. **Limits on Climate Bonds’ Liability**
	1. Covered Persons or third party providers are not liable to the Applicant, the Applicant’s affiliates or any person asserting claims on the Applicant’s or the Applicant’s affiliates’ behalf, directly or indirectly, for any inaccuracies, errors, or omissions (in each case regardless of cause), actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including without limitation lost income or lost profits and opportunity costs) in any way arising out of or relating to the Certification provided under this Agreement (including for the avoidance of doubt, any claims or disputes in relation to a verifier carrying out its verification process of a Debt Instrument, Asset or Entity in accordance with an out-of-date version of the Climate Bond Standard) except to the extent such damages or other amounts are determined by a court of competent jurisdiction to have directly resulted from the fraud, gross negligence or wilful misconduct of such Covered Person, or from Climate Bonds’ breach of this Agreement.
	2. In furtherance of (and not in limitation of) clause 14.1, Climate Bonds will not be liable to the Applicant, the Applicant’s affiliates or any other person asserting claims on the Applicant’s or the Applicant’s affiliates’ behalf in respect of any decisions alleged to be made or actions alleged to be taken by any person based on anything that may be perceived as advice or recommendations by Climate Bonds, the Standard Board or any of Climate Bonds affiliates or their officers, directors, trustees, members or employees.
	3. However, if (regardless of clauses 14.1 and 14.2) Climate Bonds is held liable to the Applicant, Applicant’s affiliates or any person asserting claims on the Applicant’s behalf for monetary damages under this Agreement, then the most that Climate Bonds can be liable to pay is an aggregate amount of the fees paid to Climate Bonds by the Applicant under this Agreement. This clause 14.3 applies regardless of the form of action, damage, claim, liability, costs, expense or loss, whether in contract, statute, tort (including without limitation negligence) or otherwise.
	4. Neither party waives any protections, privileges or defences it may have under law.
6. **Terminating this Agreement**
	1. This Agreement will terminate on the earlier of:
		1. the date on which there are no outstanding Debt Instruments covered by this Agreement, there are no Assets covered by this Agreement and there are no Entities covered by this Agreement, in each case for any reason whatsoever;
		2. the date for termination notified by Climate Bonds upon the breach by the Applicant of any term of this Agreement; and
		3. the date for termination nominated by either party by giving no earlier than one month’s written notice to the other party.
	2. Upon termination of this Agreement under clause 15.1 the Certification in respect of all (if any) outstanding Debt Instruments all (if any) Assets and all (if any) Entities shall be deemed revoked.
	3. Clauses 8, 9 and 14 survive termination of this Agreement.
7. **Conforming with the Climate Bonds Standard**
	1. The Applicant agrees that if any Debt Instrument, Asset or Entity covered by this Agreement becomes non-conformant with the Climate Bond Standard, then the Applicant must promptly (and, failing that, at the latest within one month of the becoming aware of the non-conformance) provide written notice to Climate Bonds of the fact of non-conformance.
	2. For the avoidance of doubt, with respect to the Certification of a specific Debt Instrument, Asset or Entity under this Agreement, the Applicant shall not be obliged to comply with any updates, revisions, or amendments to the Climate Bond Standard published on Climate Bonds’ website after the date of certification of that specific Debt Instrument, Asset or Entity unless otherwise agreed between the Applicant and Climate Bonds (including by way of email).
	3. The Applicant acknowledges and agrees that it may only hold its Debt Instruments, Assets or Entities out as being certified in accordance with the Climate Bonds Standards during the term of, and subject to the terms of, this Agreement and while Certification has not been revoked by Climate Bonds.
	4. Notwithstanding anything to the contrary in this Agreement, Climate Bonds reserves the right not to provide Certification in respect of any Debt Instrument, Asset or Entity, whether or not it complies with the requirements of the Climate Bonds Standard, if in Climate Bonds’ sole discretion, activities that are carried on by the Applicant or its affiliates are such that Certification of such projects would (or could reasonably be expected to) expose Climate Bonds to reputational risk or harm.
8. **Third Party Rights Not Created**
	1. Except for those third parties (including, without limitation, Covered Persons) referred to in Clause 9 and/or Clause 14, a person who is not a party to this Agreement (including without limitation any third party which receives a copy of a Certificate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
9. **Assignment**
	1. Applicant shall not assign or otherwise deal with its rights under this Agreement without the prior written consent of Climate Bonds (which consent must not be unreasonably withheld). Climate Bonds may assign its rights under this Agreement upon giving notice to Applicant.
10. **Invalid Material**
	1. If any term of this Agreement is held to be invalid, void or unenforceable, then:
		1. the remainder of this Agreement is not affected, impaired or invalidated; and
		2. each remaining term is valid and enforceable to the fullest extent permitted by law.
11. **Changing This Agreement**
	1. The only way this Agreement may be changed is by an authorised representative of each party executing a document agreeing to the change.
12. **Counterparts**
	1. This Agreement may consist of a number of counterparts, each signed by one or more parties to the Agreement. If so, the signed counterparts are treated as making up the one document.
13. **Dispute Resolution and Governing Law**
	1. Any party claiming that a dispute has arisen must give written notice (**Dispute Notice**) to the other party setting out the nature of the dispute and all other information relevant to the dispute.
	2. Within 7 days of receipt of a Dispute Notice, the parties must escalate the dispute to the dispute resolution body appointed under the paragraph below. That body must then promptly meet and undertake discussions with a view to resolving the dispute as soon as practicable.
	3. Each party will appoint one authorised representative to form a liaison committee (the **Liaison Committee**). The initial representatives for each party are the contact persons set out in clause 23. Each party may replace some or all of its representative by giving written notice to the other party.
	4. The Liaison Committee will be responsible for:
		1. managing the relationship between the Applicant and Climate Bonds; and
		2. resolving any day-to-day operational issues which arise during performance of this Agreement.
	5. The dispute resolution body for this Agreement is the Liaison Committee.
	6. Where a dispute has not been resolved in accordance with the procedures set out in clauses 22.1-22.5, all disputes, controversies or claims arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Rules of Arbitration.
		1. The seat of the arbitration shall be London, England and the language of the arbitration shall be English.
		2. Section 45 and Section 69 of the Arbitration Act 1996 shall not apply.
		3. The arbitration shall be conducted by the Agreed Number of Arbitrators, each of which shall be appointed in accordance with the Agreed Arbitrator Appointment Process.
	7. This Agreement shall be governed by, and construed in accordance with, English Law.
	8. Despite the existence of a dispute, each party must continue to perform its obligations under this Agreement unless those obligations are the subject of the dispute.
14. **Notices**
	1. All notices, consents and other communications in connection with this Agreement must be in writing, signed by an authorised officer of the sender and must be sent by email to the address set out below for the relevant party and by prepaid ordinary airmail post to the address set out below for the relevant party.
	2. However, if the intended recipient has notified a changed address or email address, then communications must be addressed to that address.
	3. Communications must be marked for the attention of the contact person specified below for the relevant party, except that communications sent by email need only be marked for attention in this way but must still state the first and last name of the sender.

**The Applicant**

Address:

Email:

Contact person:

**Climate Bonds Initiative**

Address: First Floor, 10 Queen Street Place, London EC4R 1BE, United Kingdom

Email: certification@climatebonds.net

Contact person: Head of Certification, Climate Bonds Initiative.

* 1. Communications take effect from the time they are received or taken to be received under clause 23.5 (whichever happens first) unless a later time is specified.
	2. Communications are taken to be received:
		1. if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
		2. if sent by email:
			1. when the sender receives an automated message confirming delivery; or
			2. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first.
1. **Warranties, Representations and Undertakings by Applicant**
	1. The Applicant hereby warrants, represents and undertakes to and in favour of Climate Bonds, that (i) as of the date hereof; (ii) on the date of Certification of any Debt Instrument, Asset or Entity; and (iii) each time that the Applicant delivers any information or reporting under or in connection with this Agreement:
		1. The Applicant is duly incorporated, organised, or formed (as applicable), validly existing and in good standing under the laws of the jurisdiction of its incorporation, organisation, or formation (as applicable) and has the power and authority to carry on its business as being conducted;
		2. The Applicant has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby, and all necessary actions by the applicable persons necessary for the due authorisation, execution, delivery and performance of this Agreement have been duly taken;
		3. this Agreement constitutes the valid and binding obligations of Applicant, enforceable against Applicant in accordance with its terms;
		4. the execution and delivery of this Agreement and the consummation of all transactions contemplated herein to be performed by Applicant does not and will not result in any material breach, violation of, or default under, any governing instrument of Applicant, any material agreements to which Applicant is a party or by which it is bound, or under any applicable law;
		5. the Applicant has, and shall continue to have for the duration of this Agreement (and during its use of any Certification granted to the Applicant):
			1. all necessary governmental, administrative and regulatory authorisations, licences, permits and consents, necessary to operate lawfully in each jurisdiction in which the Applicant operates; and
			2. met all related legal and regulatory requirements and obligations in the jurisdiction(s) in which the Applicant operates;
		6. the Applicant has sought independent legal advice as to its legal and regulatory requirements and obligations referred to in Clause 24.1.5, and will continue to do so for the duration of this Agreement and use of any Certification granted to the Applicant;
		7. the Applicant and none of its personnel have not and shall not do anything that may, in Climate Bonds’ sole reasonable discretion, damage the reputation of Climate Bonds; and
		8. it has and will continue to comply with all applicable laws.

**Executed as an agreement**

Executed for and behalf of **Climate Bonds Initiative** by: ………………………………………….

(Signature)

Name:

Title:

Date:

Executed for and behalf of Legal name of Applicant by: ………………………………………….

 (Signature)

Name:

Title:

Date:

**Appendices**

Appendix 1

### Trademark Usage Agreement

### Climate Bonds is the owner of all Intellectual Property Rights (as defined below) in the Climate Bonds Initiative’s Climate Bonds Standard and all the word marks relating to that Standard and to Climate Bonds generally, including but not limited to the marks at the top of this Agreement.

### If a Certification is issued to the Applicant, the Applicant shall be granted a worldwide, revocable, royalty-free, non-exclusive, non-assignable, non-sub-licensable licence (Licence) to use a Climate Bonds Certified mark designated in the certification issuance materials provided to issuer by Climate Bonds in connection with certification (the Climate Bonds Mark) on and in relation to any [Debt Instrument] [Asset] [Entity] to which the Certification applies, only for so long as such Certification remains in place in accordance with this Agreement and as long as the Climate Bonds Mark is used in accordance with the instructions for use provided in the certification issuance materials. The Applicant shall not use the Climate Bonds Mark (or permit it to be used) for any other purpose.

Climate Bonds hereby grants such Licence to the Climate Bonds Mark, to the extent of and conditional upon the issuance of any Certification to the Applicant under this Agreement.

The Applicant shall at all times during the term of the Licence comply with all reasonable instructions issued by Climate Bonds in relation to the style and presentation of its use of the Climate Bonds Mark and shall not knowingly do anything which will or may:

* bring the Climate Bonds Mark into disrepute;
* harm or damage the goodwill associated with it; or
* render any registration or application for registration of the Climate Bonds Mark invalid, or otherwise be detrimental to the Climate Bonds Mark or Climate Bonds' rights in it.

The Applicant agrees to indemnify, or otherwise to hold harmless, each of Climate Bonds, the Climate Bonds Standard Board, any other Climate Bonds affiliate and Advisory Board and Covered Persons from any damages, liabilities, judgments, costs, charges, expenses (including reasonable attorney’s fees), claims and Losses arising or resulting from or in connection with any breach by the Applicant of this Appendix 1.

The Applicant shall, at the request and expense of Climate Bonds, render all assistance reasonably required in relation to any infringement, misappropriation claim, application for registration of, or the conduct of any claim concerning, the Climate Bonds Mark.

The Licence shall automatically terminate on any withdrawal of the Certification, or on the termination of this Agreement, for any reason. Forthwith after such termination of the Licence the Applicant shall not on or after the date such termination is effective prepare, distribute or publish any materials, in any format, which use the Climate Bonds Mark, but need not destroy, or erase the Climate Bonds Mark from, any such materials already in existence, distributed or published prior to the date of the termination.

**Intellectual Property Rights** means all rights, title and interest in and to trade secrets, patents, copyrights, moral rights, trademarks, trade names, designs, domain names, know-how, confidential information and any analogous rights under the laws of any governmental or state authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing.

Appendix 2

### Disclaimer: to be included in any communication

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