****

# Application and Agreement for Climate Bonds Programmatic Certification

**Dated:**

A bond issuer seeking Climate Bonds Certification is required to sign this Application and Agreement for Climate Bonds Programmatic Certification (**Agreement**).

 **Application**

To start the process of registering the Climate Bonds Program which is the subject of this Agreement with the Climate Bonds Initiative (**CBI**), you need to complete this Agreement, sign it, and return it to:

Climate Bond Standards Board
40 Bermondsey Street, London, SE1 3UD, United Kingdom
info@climatebonds.net

By executing this Agreement, [ Legal name of issuing entity ] (**Applicant**) applies to the CBI for a Climate Bond Certification (**Certification**) on the terms of this Agreement in respect of its Climate Bonds issuance program [ Unique name for the debt instruments being issued and certified ] (**Program**) and all debt instruments issued under such Program (**Bonds**). This Agreement and the Climate Bond Standard in the form published on the CBI’s website as at the date of this Agreement (**Climate Bond Standard**) together set the terms and conditions under which CBI issues Certification and under which the Applicant may use the Certification.

1. **Fees**
	1. Fees payable by the Applicant with respect to the issuance of a series of Certified Climate Bonds will be calculated by multiplying the total value of such series of Certified Climate Bonds at issuance by 0.00001. This is equivalent to one tenth of one basis point of the bond principal.
2. **CBI Is Not Providing Services, Advice, etc.**
	1. CBI is not providing and will not provide:
		1. any financial, legal, tax, advisory, consultative or other business services to the Applicant;
		2. any advice to the Applicant on structuring the transaction or drafting transaction documents;
		3. any other consulting, advisory or other advice of any type.
	2. A Certification must not be construed or represented as CBI rendering advice on any project, or project portfolio that is to be funded in whole or in part from the proceeds received from any Bond or its Program.
3. **Certification is Not a Comment on Market Price, Investor Suitability, etc.**
	1. The Applicant understands that the issuance of a Certification by CBI does not and is not intended to be a comment on market price, investor preference or investor suitability of any Bond or Program and the Applicant agrees it will not use the Certification in any such way.
4. **CBI Does Not Perform Due Diligence or Audit**
	1. Although CBI uses information provided by the Applicant and its agents and advisors under the process for registering and issuing Certification for the Program, as part of that process, CBI:
		1. does not perform any audit of any information it receives; and
		2. does not undertake any duty of due diligence or independent verification of any information it receives.
5. **Certification is at CBI’s Sole Discretion**

The issuance of a Certification by CBI, and the Applicant’s continued use of a Certification, is in the sole discretion of CBI.

1. **Information the Applicant is to Provide**
	1. With respect to the issuance to the Applicant of, and continuing use by the Applicant of, any Certificate on its Program, the Applicant agrees to provide or cause to be provided to CBI all information available to the Applicant set out in the Climate Bond Standard that is required by the Climate Bond Standards Board (**Board**) in making its determination:
		1. about whether to continue to issue a Certification to the Applicant; and
		2. about the Applicant’s ongoing conformance with the Climate Bond Standard as in effect on the initial determination date by the Board to issue the Certification to the Applicant,

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. The Applicant represents and warrants that all the following information provided to the Board by the Applicant or its agents or advisors is true and correct in all material respects:
		1. information provided to the Board under this Agreement in connection with the initial issue of the Certificate; and
		2. information provided to the Board under this Agreement in connection with the Applicant’s right to continued use of the Certificate.
	2. A breach of the representations and warranties in clause 6.2 constitutes a breach of this Agreement by the Applicant.
	3. If CBI receives any third party information (separate to the verification report and 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 on the Applicant’s ongoing conformance with the Climate Bond Standard, CBI 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 Board determination about the application for Certification or the Applicant’s ongoing conformance with the Climate Bond Standard.
1. **Annual Reporting**
	1. The Applicant agrees to provide to CBI, no later than 120 days following the end of a financial year, an annual statement, signed by an authorized officer of the Applicant, stating that as of the last day of the relevant financial year, the Applicant was, to the best of its knowledge, in conformance with the Certification requirements of the Climate Bond Standard. Failure to comply with those requirements would constitute non-conformance, as per the Climate Bond Standard.
	2. The Applicant agrees to provide to holders of the Bonds, no later than 120 days following the end of a financial year, a generalized annual update on the projects which, as of the last day of the relevant financial year, were then associated with the Bonds for the purposes of the Climate Bond Standard. The specific form and contents of the update are in the absolute discretion of the Applicant and, without limiting this discretion, the obligations of the Applicant under this clause 7.2 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, CBI, its Board members, employees and Advisory Board (**Covered Persons**) from any damages, liabilities, judgments, costs, charges, expenses (including reasonable attorney’s fees) and claims caused by the Applicant in connection with any breach of this Agreement or the terms of the Certification (**Losses**).
	2. The Applicant, however, will not be liable for any:
		1. indirect, consequential, special, punitive or exemplary Loss;
		2. Loss directly or indirectly caused by or attributable to any person (including without limitation the approved verifier or any third party or their respective officers, directors, employees, advisors and agents) other than the Applicant, or to any information provided by any such other person; or
		3. Loss directly or indirectly attributable to the fraud, gross negligence or willful misconduct of any Covered Person.
3. **Confidentiality**
	1. CBI must keep the Confidential Information confidential and must not:
		1. use or reproduce any of the Applicant’s Confidential Information otherwise than in performing or giving effect to this Agreement or issuing or withdrawing a Certificate without the prior written consent of the Applicant;
		2. use the Applicant as a reference without the prior written consent of the Applicant; or
		3. disclose any Confidential Information except:
			1. if required in connection with legal proceedings relating to this Agreement;
			2. to officers, employees, legal and other advisers and auditors of CBI, provided the recipient agrees to act consistently with this clause 9;
			3. to any party to this Agreement or any affiliate of CBI, provided the recipient agrees to act consistently with this clause 9;
			4. as required by any law or stock exchange; or
			5. with the prior written consent of the Applicant.
	2. 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 CBI 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. 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 good faith 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 an obligation of confidentiality owed to the Applicant, one of the Applicant’s representatives or a third party; or
		2. CBI can prove by contemporaneous written documentation was already known to CBI 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. On expiry or termination of this Agreement, CBI 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 CBI to use, copy and disclose that Confidential Information ceases.
1. **CBI Is Not an Expert**
	1. CBI has not consented to, and will not 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. CBI has not performed and will not perform the role or tasks associated with an underwriter or seller of securities under any jurisdiction in which Bonds may be sold.
2. **Applicant is Not Subject to Sanctions; Not a T****errorist, etc**
	1. To the Applicant’s knowledge as at the date of this Agreement:
		1. the Applicant is not 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;
		2. neither the Applicant nor or any of its directors or material wholly owned subsidiaries appears on any list of known or suspected terrorists, terrorist organizations or other prohibited persons maintained by any jurisdiction in which it carries on its business; 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 CBI 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. CBI or the Applicant from acting in accordance with applicable laws and regulations; or
		2. CBI acting in accordance with the Climate Bond Standard in the form published on the CBI’s 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. CBI 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. CBI 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 CBI’s Liability**
	1. CBI, its affiliates or third party providers or any of their officers, directors, employees or agents are not liable to the Applicant, the Applicant’s affiliates or any person asserting claims on the Applicant’s 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 except to the extent such damages or other amounts are determined in good faith to have resulted from the fraud, gross negligence or willful misconduct of CBI, its affiliates or third party providers or any of their officers, directors, employees or agents, or from CBI’s breach of this Agreement.
	2. In furtherance of (and not in limitation of) clause 14.1, CBI will not be liable to the Applicant, the Applicant’s affiliates or any person asserting claims on the Applicant’s behalf in respect of any decisions alleged to be made by any person based on anything that may be perceived as advice or recommendations.
	3. However, if (regardless of clauses 14.1 and 14.2) CBI 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 CBI can be liable to pay is an aggregate amount of three times the aggregate fees paid to CBI by the Applicant under this Agreement, except to the extent such limitation is unenforceable by law. 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 defenses it may have under law.
6. **Terminating this Agreement**
	1. This Agreement will terminate on the earlier of:
		1. the date on which the Bonds are redeemed in full; and
		2. the date for termination nominated by either party by giving written notice to the other party (such date being no earlier than the date of the notice).
	2. Upon termination of this Agreement under clause 15.1.2, the Certification in respect of the Program and any related Bonds shall be taken to be revoked.
	3. Clause 9 survives termination of this Agreement.
7. **Conforming with the Climate Bond Standard**
	1. The Applicant agrees that if the Program or Bonds become non-conformant with the Climate Bond Standard, then the Applicant must promptly (within one month of the becoming aware of the non-conformance) provide written notice to CBI of the fact of non-conformance.
8. **Third Party Rights Not Created**
	1. A person who is not a party to this Agreement (including without limitation any third party recipient 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. Neither party may assign or otherwise deal with its rights under this Agreement without the prior written consent of the other party (which consent must not be unreasonably withheld).
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 authorized representative of each party executing a document agreeing to the change.
12. **Counterparts**
	1. This Agreement may consist of a number of copies, each signed by one or more parties to the Agreement. If so, the signed copies 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 authorized representative to form a liaison committee. Each party may replace some or all of its representatives by giving written notice to the other party. The initial representatives for each party are the contact persons set out in clause 23 (the **Liaison Committee**).
	4. The Liaison Committee will be responsible for:
		1. managing the relationship between the Applicant and CBI; and
		2. resolving any day to day operational issues which arise during performance of the Agreement.
	5. The dispute resolution body for this Agreement is the Liaison Committee.
	6. 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 of the London Court of International Arbitration (**LCIA**).
		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 three arbitrators, each of which shall be appointed in accordance with the rules of the LCIA.
	7. This Agreement shall be governed by, and construed in accordance with, the laws of England.
	8. The parties will bear their own costs of the mediation and will each bear half the costs of the mediator.
	9. 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 authorized officer of the sender must be:
		1. left at the address set out below for the relevant party;
		2. sent by prepaid ordinary airmail post to the address set out below for the relevant party; or
		3. sent by email 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 or number.
	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: [***insert***]

Email: [***insert***]

Contact person: [***insert***]

**CBI**

Address: 72 Muswell Hill Place, London, N10 3RR, United Kingdom

Email: info@climatebonds.net

Contact person: Rob Fowler, 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.

**Executed as an agreement**

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

(Signature)

Name: Sean Kidney

Title: CEO

Date:

Executed for and behalf of [ Legal name of issuing entity ] by:

Name:

Title:

Date:

Appendices

### Trade Mark Usage Agreement

CBI is the owner of all rights in the Climate Bond Certified device and word mark shown at the top of this Agreement (the **CBI Mark**).

If a Certification is issued to the Applicant, the Applicant shall be granted a worldwide, royalty-free, non-exclusive, non-assignable, non-sub-licensable licence to use the CBI Mark on and in relation to any Program and Bond to which the Certification applies, for so long as such Certification remains in place.

CBI hereby grants such licence (**Licence**), 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 CBI in relation to the style and presentation of its use of the CBI Mark and shall not knowingly do anything which will or may:

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

The Applicant shall, at the request and expense of CBI, render all assistance reasonably required in relation to any application for registration of, or the conduct of any claim concerning, the CBI 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 hard or electronic form, which use the CBI Mark, but need not destroy, or erase the CBI Mark from, any such materials already in existence, distributed or published prior to the date of the termination.

**Disclaimer: to be included in bond offer document**

The certification of the [**Bonds**] as Climate Bonds by the Climate Bonds Initiative is based solely on the Climate Bond Standard and does not, and is not intended to, make any representation or give any assurance with respect to any other matter relating to the [**Bonds**] or any Nominated Project, including but not limited to the Information Memorandum, the transaction documents, the Issuer or the management of the Issuer.

The certification of the [**Bonds**] as Climate Bonds by the Climate Bonds Initiative was addressed solely to the board of directors of the Issuer and is not a recommendation to any person to purchase, hold or sell the [**Bonds**] and such certification does not address the market price or suitability of the [**Bonds**] for a particular investor. The certification also does not address the merits of the decision by the Issuer or any third party to participate in any Nominated Projectand does not express and should not be deemed to be an expression of an opinion as to the Issuer or any aspect of anyNominated Project(including but not limited to the financial viability of anyNominated Project) other than with respect to conformance with the Climate Bond Standard.

In issuing or monitoring, as applicable, the certification, the Climate Bonds Initiative has assumed and relied upon and will assume and rely upon the accuracy and completeness in all material respects of the information supplied or otherwise made available to the Climate Bonds Initiative. The Climate Bonds Initiative does not assume or accept any responsibility to any person for independently verifying (and it has not verified) such information or to undertake (and it has not undertaken) any independent evaluation of any Nominated Project or the Issuer. In addition, the Climate Bonds Initiative does not assume any obligation to conduct (and it has not conducted) any physical inspection of anyNominated Project. The certification may only be used with the [**Bonds**] and may not be used for any other purpose without the Climate Bonds Initiative’s prior written consent.

The certification does not and is not in any way intended to address the likelihood of timely payment of interest when due on the [**Bonds**] and/or the payment of principal at maturity or any other date.

The certification may be withdrawn at any time in the Climate Bonds Initiative’s sole and absolute discretion and there can be no assurance that such certification will not be withdrawn.