

## SPECIAL REGULATIONS FOR THE VALIDATION, VERIFICATION AND CERTIFICATION OF EMISSION REDUCTION AND/ OR REMOVALS OF GHG PROJECTS under Forest Carbon Partnership Facility

RP-B44-04.00



INDEX

О.	Introduction	3
1.	Purpose	3
2.	Definitions	3
3.	Management Body	3
4.	Delivery of the validation/verification report and declaration	5
5.	GHG declaration use policy	7
6.	Communication	7
7.	Commitments	7
8.	Penalties	9
9.	Complaints and claims. Appeals	9
10.	Special validations or verifications	10
11.	Facts discovered after validation/verification	10
12.	Economic conditions	11



## O. Introduction

AENOR INTERNACIONAL S.A. (single person), henceforth AENOR, is a commercial company that has its headquarters in Génova Street N° 6, 28004, Madrid.

## 1. Purpose

**1.1** These regulations establish the rules applied by AENOR for the validation and verification of ER programs of greenhouse gases by clients in accordance with the ISO 14064-2: 2006, ISO 14064-3:2006, ISO 14065:2013 and FCPF of the World Bank.

**1.2** AENOR will issue a validation and/or verification statement in accordance with the requirements of the ISO 14064-3 standard, which will contain, in a consolidated form, the validated/verified information. This declaration will be complemented with a validation/verification report describing the project's compliance with the requirements of ISO and any other application requirements derived from the programs to which the customer subscribes.

**1.3** These regulations are those established by AENOR for the validation and/or verification of the ER programs in accordance with the ISO 14064-2, ISO 14064-3 and ISO 14065.

## 2. Definitions

For the interpretation of these rules, the definitions contained in the following documents shall apply:

- ISO 14064-2: 2006 Greenhouse gases. Part 2: Specification with guidance, at the project level, for quantifying, monitoring and reporting emission reductions or increases in greenhouse gas removals.
- ISO 14064-3:2006 Greenhouse gases Part 3: Specification with guidance for validation and verification of greenhouse gas declarations.

## 3. Management Body

The management of this particular validation/verification system is entrusted to AENOR's Technical Services, whose contact details are as follows



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Telephone:	914 326 148
Fax:	913 190 581
E-mail:	e-conform@aenor.com



# 4. Delivery of the validation/verification report and declaration

#### 4.1. Application

**4.1.1** Any client who wishes to validate/verify a ER program may request AENOR to validate and/or verify its ER program in accordance with the ISO 14064-2.

**4.1.2** AENOR will provide all clients who require it with the necessary documentation to make the application.

**4.1.3** The application, which must be sent to AENOR's services, shall be made on the form established for this purpose, previously provided by AENOR and duly completed.

**4.1.4** The requesting client will designate a contact point as the person responsible for maintaining contact with AENOR for matters related to its validation/verification.

**4.1.5** The applicant shall undertake to provide AENOR with the applicable documents necessary to carry out the validation and/or verification.

#### 4.2. Receipt of application

**4.2.1** AENOR will check the content of the application and issue an acknowledgement of receipt, requesting any clarification or additional documentation that may be deemed necessary.

**4.2.2** If the application is in accordance with that indicated in section 4.1, AENOR will assign it a file number.

#### 4.3. Procesing of the application

**4.3.1** Once the file has been opened, AENOR will begin the issuing process, which will have the purpose of validating and/or verifying the GHG project/program , evaluating the reasonableness of the assumptions, limitations and methods that support the information contained in the report delivered by the client and, evaluating the declaration of the historical data and information to determine whether the declaration is materially correct and in accordance with the criteria set out in the ISO 14064-3 standard.

This validation and/or verification work will essentially comprise



- Documentary review of reports, calculations, etc.
- Visit to the project
- Preparation of the validation and/or verification report and its corresponding statements.

As a result of the documentary review stage and the visit to the project, AENOR will draw up and deliver a report of findings containing the non-conformities and observations resulting from the reviews and inspections carried out.

On the other hand, the results of the validation and/or verification will be included in a final validation and/or verification report that will contain the possible non-conformities against the established requirements and clarifications that the validator/verifier team may have identified.

### 4.4. Deadline for submission of correction and/or new information to nonconformities and clarifications, respectively.

In the offers sent to the clients, the schedule of validation and/or verification activities is established, as well as the estimated times for the client to contribute with corrections and/or clarifications that will allow the closing of the findings raised by the audit team. The client must provide all the necessary evidence required by the auditors for its closure.

A statement(opinion) of validation and/or positive verification cannot be issued until the identified major findings have been properly closed.

#### 4.5. Issuance of the final validation/verification report and statement (opinion)

Once the final validation and/or verification report has been drawn up in accordance with the criteria indicated in ISO 14064-3, it shall be submitted for technical review by another person with the same qualifications as the chief auditor and who has not participated in the audit process. Once the technical review has been carried out, the validation and/or verification statement(opinion) shall be issued.

AENOR shall send the following documentation to the clients

1. A validation/verification report



2. A validation/verification statement(opinion), as required by ISO 14064-3, which will contain, in a consolidated form, the validated/verified information and the conclusions regarding the ER program's.

## 5. GHG declaration use policy

Clients who wish to make public the ER program reports validated and/or verified by AENOR, must accompany these reports with the corresponding validation/verification statement(opinion) issued by AENOR.

AENOR will not reveal any non-public information about a client or responsible party to a third party without the express consent of that client or responsible party.

AENOR will inform the client and, if appropriate, the responsible party before releasing any information into the public domain, when required by the relevant disclosure provisions of a GHG programme.

## 6. Communication

The validation/verification team undertakes, as far as feasible, to provide the party responsible for preparing the GHG declaration and supporting information on the GHGs, observations, non-conformities and any other circumstances detected during the review of the documentation provided. In addition, the responsible party shall be informed when a material adjustment to the GHG declaration is made, of the need for such adjustment.

Furthermore, AENOR shall inform the client (if it does not coincide with the responsible party) when in the opinion of the validation/verification team, the responsible party is not responding appropriately within reasonable periods of time.

When the customer does not respond appropriately within reasonable periods of time, AENOR will proceed as indicated in the section on sanctions. The resolution adopted by AENOR will be communicated in writing to the client.

AENOR will communicate non-material incorrect statements to the client.

## 7. Commitments

The client is compelled to:



Provide all the necessary information for the elaboration of the offer and the planning of the activity.

The client will deliver to AENOR all the information, documents and files requested by ANOR's validation / verification team. The client undertakes to provide truthful data and information in the application, acceptance of the offer, in the project design document and in the follow-up reports and in any other documentation provided to AENOR.

The client must communicate to AENOR any modifications in the documentation subject to validation/verification. In view of these modifications, where appropriate, it may be agreed to make a new offer if the previous one does not adequately contemplate the terms of the work to be carried out once these modifications are known.

The client must inform of any changes in the organization (that affect the verification of ER program between the date of prior verification and the date of final verification and whenever they are requested during the verification process.

In the event that the owner of the program under which the project decides to be certified, selects the validation / verification activity for an evaluation of AENOR's performance, the client undertakes to grant the accreditation team the same conditions and access to the site of the project activity than to the verification team.

The client undertakes to respect the independence and professionalism of the AENOR validation / verification team that participates in the validation / verification process of the project activity, and to abide, without reservation, AENOR's decisions regarding the validation / verification process object of this contract and the subsequent checks and controls that are made accordingly.

The client is obliged to pay all the expenses generated during the validation / verification process contracted here in the amounts, conditions and deadlines established in this offer. AENOR's work will end upon delivery of the final validation / verification report, which includes a validation / verification opinion. The final invoice will be issued at that time, regardless of what the opinion is.



## 8. Penalties

In case:

• the country participant does not present answers to AENOR's findings (CARs and CLs) in a period of more than three months without reasonable justification;

• the validation/verification activities last for more than one year due to a cause not attributable to AENOR

• the client does not respond to provide consistent evidence at any other stage of the process, including the resolution of clarifications requested by the program, without reasonable justification for a period of more than three months;

AENOR will evaluate the need to update the offer, issue an opinion of refusal, or interrupt the process and terminate the contract. The resolution adopted by AENOR will be communicated in writing to the FMT.

The contractual relationship between the customer and AENOR will automatically expire:

- when the registration of the ER program subject to validation/verification takes place;
- by negative validation/verification opinion from AENOR;
- due to the interruption of the process for reasons beyond AENOR's control;
- or by failure to comply with payment obligations on the part of the client

Despite the above, this contract may be terminated for any of the following reasons:

• Mutual agreement of the parties.

• Decision of any of the parties if there were causes that prevented or significantly hindered the execution of the contract, provided that it is communicated to the other party in advance by means of a denunciation.

In the event of the termination of the contract for any of the previously established causes, the client will pay AENOR all the fees and expenses corresponding to the services provided until the effective resolution of this contract.

## 9. Complaints and claims. Appeals

This section describes the system used for the management of any service quality, technical, appeal and litigation (claims) that may be filed by any AENOR customer.



AENOR shall actively cooperate with the client during the management of complaints related to the VVB or complaints received against the GHG project/program raised by stakeholders. The resolution of complaints shall be made available to the client and the Accreditation Body.

The results of the appeal are made available to both client and the Accreditation Body.

#### 9.1. Service quality complaints

Complaints/appeals about an AENOR validation/verification will be addressed in writing to AENOR's Technical and Quality Management (<u>calidad@aenor.com</u>) who will records the complaints and appeals at least 10 years.

Upon receipt of the claims, AENOR will request the organization that initiated an investigation into the nature of the cause of the non-conformities that could produce it and will ensure that the claim is dealt with in a reasonable time.

AENOR reserves the right to carry out an extraordinary validation/verification as a result of a claim received, for which the claimant must post a bond that covers the anticipated expenses.

Extraordinary validation/verification costs will be charged to the owner or the complaining party based on the result.

If a claim is found to be well founded, AENOR may request the holder to apply the correct actions or to adopt one of the goals set forth in chapter 8.

## 10. Special validations or verifications

In cases where it is necessary for AENOR to carry out a validation or verification, notified at short notice, of a previously validated or verified GHG declaration, in response to complaints or facts found after the validation or verification declaration, AENOR shall:

(a) notify, in advance, the customer and/or the responsible party of the conditions under which the validation or special verification is to be carried out

(b) take particular care in selecting the members of the validation or verification team if the responsible party will not have the opportunity to object.

## 11. Facts discovered after validation/verification

AENOR will consider appropriate actions and obtain sufficient and adequate evidence in the event that events that could materially affect the validation and / or verification statement



are identified by the client, the responsible party or any GHG program, after said statement has been issued validation and / or verification, including:

- a) If the facts have been adequately expressed in the GHG validation / verification report.
- b) If the validation / verification statement requires a review to modify it.
- c) Treatment of the events with the client, responsible party or GHG program (depending on what applies), as soon as possible.

In the event that the validation / verification statement requires a review, AENOR will issue a revised validation / verification report and a similarly modified statement which must detail the reasons for its review.

## 12. Economic conditions

- **10.1** AENOR will establish and communicate to its clients and petitioners the tariffs that are applicable to them, corresponding to the activities related to the validation and/or verification of project reports.
- **10.2** Payments made during the validation/verification process will not be reimbursed to the requesting organisation under any circumstances.
- **10.3** In the event that it is required to modify the dedication included in the offer within the validation/verification process, AENOR will inform the client for revision of the offer sent.