



Plan Vivo Reseller Agreement and Code of Good Practice

The following represents an agreement between the Plan Vivo Foundation ('the Foundation'), and _____ ('the Reseller'). It contains terms and conditions for the registration of resellers as approved Plan Vivo Resellers, and a Code of Good Practice for the purchasing and reselling of Plan Vivo Certificates.

Purpose

This agreement, and the Code of Good Practice attached to it, is necessary for the following reasons:

- To ensure that the benefits of the Plan Vivo System are properly communicated;
- To provide a high level of support to resellers by providing them (thus providing end-customers) with quality information about the System and the projects;
- To enable resellers of Plan Vivo Certificates to formally endorse Plan Vivo principles and encourage participation in the development of the Plan Vivo Standard and System;
- To facilitate sales of Plan Vivo Certificates by providing potential consumers with a list of approved and registered resellers.

Overall, this agreement seeks to recognise and reinforce the importance of professional reselling and good communication.

Definitions

Plan Vivo Project ("project")

A project the Plan Vivo Foundation has registered following validation that it is successfully implementing and developing the systems it requires to provide quantifiable ecosystem services and promote sustainable livelihoods.

Plan Vivo Project Coordinator

The body that has the competence to enter into transactions for Plan Vivo Certificates on behalf of the project participants, and is responsible for ensuring payments are safeguarded and administered to project participants when monitoring targets are met.

Markit Environmental Registry

The on-line registry where all issuances, transfers and retirements of Plan Vivo Certificates are tracked and recorded.

Plan Vivo Resellers Register

The list of persons or entities that have registered as a Plan Vivo Reseller held on the Plan Vivo website and updated by the Plan vivo Foundation.

Purchaser

A person or entity that has contracted with the Reseller for the transfer or retirement of Plan Vivo Certificates

Agreement

A. Conditions of registration

1. The Reseller agrees to write a statement of intent to sell Plan Vivo Certificates, outlining its vision and purpose as a Plan Vivo Reseller, which will be displayed on the Plan Vivo website along with a link to the Reseller's website and/or other contact details and logo if provided.
2. The Reseller agrees to follow the Code of Good Practice for Plan Vivo Resellers, contained in Annex 1 of this document.
3. An initial registration fee of £400 is payable to the Foundation for for-profit organisations, or £200 for not for profit organisations, charities, and organisations wholly based in non-Annex 1 countries. This is followed by a £200 per annum fee for continuing registration, or £100 for not for profit organisations, charities, and organisations wholly based in non-Annex 1 countries. The Foundation reserves the right to waive or vary these fees (up to the maximums stated).
4. Once this agreement has been signed by both parties, a statement of intent has been received by the Foundation with contact details, and the first year's registration fee has been received by the Foundation in full, the Foundation shall enter the reseller into the Plan Vivo Resellers Register within 5 working days.
5. Registration comes into effect upon inclusion in the Plan Vivo Resellers Register.
6. Registration expires one year after the date of entry into the Plan Vivo Resellers Register. The Foundation will contact the Reseller at least 15 working days before registration is due to expire to give the Reseller the option of renewing registration.

B. Suspension of reseller registration

1. Where the Foundation finds the Reseller to be in breach of any obligations created by this agreement, including any clause of the Code of Good Practice, they shall inform the reseller and allow a minimum period of 10 working days for the reseller to respond.
2. Where the matter cannot be mutually resolved by the parties, the Foundation shall suspend Reseller registration with immediate effect. Failure to resolve the issue within 30 days shall result in termination of Reseller registration, unless the Foundation decides there are reasonable grounds for extension.

C. The Reseller shall:

1. Open an account in the Markit Environmental Registry (following instructions provided on the Markit website or by the Foundation) within 30 days of signing this agreement or before contracting with any third-party to transfer Plan Vivo Certificates to them or retire them on their behalf, whichever date is sooner.

D. The Plan Vivo Foundation ('the Foundation') shall:

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1. Promptly inform the Reseller of any significant developments relating to the Plan Vivo System.
2. Promptly inform the Reseller of any significant technical, social, economic or environmental problems arising with the specific project(s) the Reseller has bought Certificates from.
3. Respond professionally and efficiently to queries from the Reseller.

E. Limitations

1. This agreement does not create an exclusivity agreement and the Reseller will not claim exclusivity to sell Plan Vivo Certificates in general or from any Plan Vivo project based on this agreement.
2. This agreement does not represent a legal partnership.

F. Jurisdiction

1. This agreement shall be governed by the law of Scotland.
2. By signing below, parties confirm that they have read, understood, and agree to be bound by the terms of this agreement.

Plan Vivo Foundation
Signature:

.....

Print Name:

.....

Position:

.....

Date:

..... (Name of Reseller)
Signature:

.....

Print Name:

.....

Position:

.....

Date:

Annex 1: Code of Good Practice for Plan Vivo Resellers

- A.** Where Plan Vivo Resellers enter in to contracts with Plan Vivo Project Coordinators for the purchase of Plan Vivo Certificates, they agree:
1. To endorse the principles of the Plan Vivo Standard and System see 'Plan Vivo System and Standards' or Plan Vivo website (www.planvivo.org).
 2. Not to enter into contracts where any of the provisions conflict with the principles of the Plan Vivo Standard and System (see 'Plan Vivo System and Standards' or Plan Vivo website www.planvivo.org);
 3. Not to enter into contracts that are likely to inhibit the future development, capacity-building or scaling-up of Plan Vivo projects.
- B.** When **reselling** Plan Vivo Certificates, the Reseller shall:
1. Encourage end-purchasers to view the Plan Vivo website (www.planvivo.org), in order to access information on how Plan Vivo Certificates contribute to mitigating climate change, promoting sustainable livelihoods, conservation of biodiversity and restoration of native ecosystems.
 2. Display the Plan Vivo logo on their website.
 3. Represent Plan Vivo projects in a responsible, accurate and professional manner.
 4. Promote 'carbon offsetting' as one of several measures to mitigate climate change, with priority attributed to actions which reduce emissions at source.
 5. Transfer or retire all Plan Vivo Certificates they sell via their account in the Markit Environmental Registry according to its procedures