

Legal Department

This template is for the purchase of ERs from Emission Reduction Programs under the Forest Carbon Partnership Facility. It should be used with the "General Conditions Applicable to Emission Reductions Payment Agreements for Forest Carbon Partnership Facility Emission Reduction Programs" dated November 1, 2014

CARBON FUND OF THE FOREST CARBON PARTNERSHIP FACILITY

Emission Reductions Payment Agreement

[INSERT NAME OF ER PROGRAM]

by and between

[INSERT NAME OF PROGRAM ENTITY]

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
AS TRUSTEE OF TRANCHE **[A][B]** OF THE CARBON FUND
OF THE FOREST CARBON PARTNERSHIP FACILITY

Dated **[]** 20**[]**

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**CARBON FUND OF THE FOREST CARBON PARTNERSHIP FACILITY
EMISSION REDUCTIONS PAYMENT AGREEMENT**

("Agreement")

PARTIES: [PROGRAM ENTITY], established on [], by [] registered as [] ("Program Entity")

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("IBRD") IN ITS CAPACITY AS TRUSTEE ("Trustee") OF TRANCHE [A][B] OF THE CARBON FUND OF THE FOREST CARBON PARTNERSHIP FACILITY ("Fund") PURSUANT TO THE CHARTER ESTABLISHING THE FOREST CARBON PARTNERSHIP FACILITY ("Charter").

RECITALS:

- A. Pursuant to the Charter, the Executive Directors of the IBRD have established the Forest Carbon Partnership Facility ("Facility") for the following purposes:
- (i) To assist REDD Country Participants in their efforts to achieve Emission Reductions from avoided deforestation and/or avoided forest degradation by providing them with financial and technical assistance in building their capacity to benefit from possible future systems of positive incentives for REDD;
 - (ii) To pilot a performance-based payment system for Emission Reductions generated from REDD activities, with a view to ensuring equitable benefit sharing and promoting future large scale positive incentives for REDD;
 - (iii) Within the approach to REDD, to test ways to sustain or enhance livelihoods of local communities and to conserve biodiversity; and
 - (iv) To disseminate broadly the knowledge gained in the development of the Facility and implementation of Readiness Preparation Proposals and ER programs.
- B. The ER Program is intended to be developed, implemented and operated in [INSERT HOST COUNTRY'S OFFICIAL NAME] subject to a Letter of Approval to be issued by the Host Country.
- C. The Program Entity wishes to sell and the Trustee wishes to purchase and make payment, upon the terms and conditions in this Agreement, for transferred Emission Reductions from the ER Program.

NOW THEREFORE the Parties hereby agree as follows:

Article I
Application of General Conditions; Definitions

Section 1.01 *Application of General Conditions*

- (a) The International Bank for Reconstruction and Development's "General Conditions Applicable to Emission Reductions Payment Agreements for Forest Carbon Partnership Facility Emission Reductions Programs" dated [INSERT DATE] ("**General Conditions**"), set forth the terms and conditions applicable to this Agreement and constitute an integral part of this Agreement.
- (b) Unless otherwise defined in this Agreement, any capitalized terms in this Agreement shall have the meaning ascribed to such terms in the General Conditions.
- (c) Any reference made in this Agreement to a specific Article or Section shall, unless expressly provided for otherwise, be deemed to be a reference to the corresponding Article or Section in this Agreement.

Section 1.02 *Inconsistency with General Conditions*

If any provision of this Agreement is inconsistent with a provision of the General Conditions, the provision of this Agreement shall prevail to the extent of such inconsistency.

Article II
ER Program Details

Section 2.01 *Description of the ER Program*

- (a) The ER Program is: [INSERT NAME AND DESCRIPTION OF THE ER PROGRAM WHICH IS THE SUBJECT OF THE ERPA], as further described in the ER Program Document.
- (b) The Host Country is: [INSERT HOST COUNTRY'S OFFICIAL NAME]

Article III
Conditions of Effectiveness of Sale and Purchase

Section 3.01 *Conditions of Effectiveness to be fulfilled*

The obligations to sell and purchase Emission Reductions in Articles III and V of the General Conditions will not take effect until all of the conditions included in Schedule 1 to this Agreement ("**Conditions of Effectiveness**"), in form and substance satisfactory to the Trustee, have been fulfilled.

Section 3.02 *Conditions for benefit of Trustee*

The Conditions of Effectiveness are for the benefit of, and may only be waived or deferred by, the Trustee.

Section 3.03 *Termination of the Agreement*

- (a) If any of the Conditions of Effectiveness have not been fulfilled by the Program Entity within **[INSERT NUMBER]** months from the date of this Agreement, as may be extended by the Trustee in accordance with Section 3.03(a)(i) below ("**Conditions Fulfillment Date**"), the Trustee may, at its discretion:
- (i) extend the Conditions Fulfillment Date and, possibly, reduce the Contract ER Volume and one or more Minimum Reporting Period Amount(s) by the amount of Emission Reductions that, in the Trustee's reasonable opinion, can no longer be expected to be generated and transferred due to the delay in the Condition Fulfillment Date; or
 - (ii) terminate this Agreement by written notice to the Program Entity.
- (b) **[##Delete if no Advanced Expense Payment is granted##]** In case of termination of this Agreement pursuant to Section 3.03(a)(ii), the Program Entity shall, within thirty (30) calendar days of receiving the request of the Trustee, repay to the Trustee any unrecovered Advanced Expense Payment.]

Article IV Purchase and Sale of Contract ERs

Section 4.01 *Contract ER Volume and Unit Price*

- (a) Contract ERs are: [The first] **[INSERT AMOUNT]** ERs generated by the ER Program as set out in Schedule 2 to this Agreement ("**Contract ER Volume**").
- (b) The Unit Price is: **[##Note that the Unit Price per Contract ER transferred to the Trustee shall be negotiated between the Parties in accordance with the Pricing Approach##]**

Section 4.02 *Transfer of Contract ERs*

- (a) **[##Include if sweep applies##]**[The Minimum Reporting Period Amounts and Cumulative Amounts of Contract ERs to be transferred to the Trustee each Reporting Period in accordance with Section 3.02 of the General Conditions are set out in Schedule 2 to this Agreement.]
- [##Include if no sweep applies##]** [The provisions of Section 3.02(b) of the General Conditions do not apply to this Agreement, but if the ER Program generates more than the Minimum Reporting Period Amount in a particular Reporting Period and provided that no Option has been granted to either Party for such ERs, the Program Entity may transfer to the Trustee, and the Trustee shall accept, all such excess ERs generated by the ER Program in that Reporting Period, in which case such excess ERs transferred to the Trustee shall count as Contract ERs.]
- [##Include if Program Entity is allowed to retain a certain number of ERs in accordance with Section 3.02(b) of the General Conditions e.g. to sell to second buyer##]** [The Program Entity may retain the first **[INSERT AMOUNT OF ERS]** ERs generated by the ER Program in excess of the

Minimum Reporting Period Amount and Cumulative Amount in each Reporting Period, and such ERs shall not constitute part of the Contract ERs or the Additional ERs.]

Section 4.03 *Periodic Payment*

- (a) The Periodic Payment for transferred Contract ERs and/or Additional ERs, if any, shall be calculated in the following manner:

Periodic Payment for transferred Contract ERs and/or Additional ERs (as applicable):

$$\left[\begin{array}{l} \text{Unit} \\ \text{Price /} \\ \text{Exercise} \\ \text{Price} \end{array} \right] \times \begin{array}{l} \text{The number of} \\ \text{Contract ERs /} \\ \text{Additional ERs} \\ \text{transferred to} \\ \text{the Trustee (as} \\ \text{Verified in the} \\ \text{respective final} \\ \text{Verification} \\ \text{Report)} \end{array} \left. \vphantom{\begin{array}{l} \text{Unit} \\ \text{Price /} \\ \text{Exercise} \\ \text{Price} \end{array}} \right] - \begin{array}{l} \text{[Cost} \\ \text{Recovery} \\ \text{Discount}] \end{array} - \begin{array}{l} \text{Any Advance} \\ \text{Payment(s)} \\ \text{made in} \\ \text{accordance} \\ \text{with Section} \\ \text{4.04} \end{array} - \begin{array}{l} \text{Any Taxes paid} \\ \text{by the Trustee in} \\ \text{accordance with} \\ \text{Section 5.04 of} \\ \text{the General} \\ \text{Conditions} \end{array}$$

- (b) [A cost recovery discount of []% shall be applied to the product of Unit Price or Exercise Price (as applicable) times the number of Contract ERs or Additional ERs (as applicable) transferred to the Trustee (“**Cost Recovery Discount**”). The Cost Recovery Discount shall be deducted from each Periodic Payment and is intended to compensate the Trustee for its costs incurred in relation to the ER Program.]
- (c) The Trustee shall make the Periodic Payment to the Program Entity for the ERs transferred within thirty (30) calendar days following completion of the ER Transfer.
- (d) In the event that deduction of [any Cost Recovery Discount,] any Advance Payment installments made in accordance with Section 4.04 or any Taxes paid by the Trustee in accordance with Section 5.04 of the General Conditions would make the Periodic Payment for that Reporting Period a negative number, the Trustee will carry forward any amounts not deducted in that Reporting Period to the following Reporting Period.

Section 4.04 *Advance Payment(s)*

- (a) If requested by the Program Entity, the Trustee may make advance payments on behalf of the Program Entity for any fees, charges, costs or other expenses charged by a Registry system or any other relevant authority or entity in relation to Registration, issuance and forwarding of Contract ERs or Additional ERs or the ER Transfer, payable by the Program Entity in accordance with Section 5.04(a) of the General Conditions (“**Advanced Expense Payment**”).
- (b) [##Include only if there is an Upfront Advance Payment, otherwise delete##] [In addition to Section 4.04(a), the Trustee shall make an upfront advance payment (“**Upfront Advance Payment**”) to the Program Entity in the amount of the lesser of (i) USD [] (in words: [] United States dollars) and (ii) []% of the value of this Agreement (i.e. Unit Price X Contract ERs X []%) to be calculated immediately prior to any disbursement of any Upfront Advance Payment, provided that any payment of any Upfront Advance Payment shall be made by the Trustee only on the following conditions:

- (i) The Program Entity has provided the Trustee with an irrevocable letter of credit or guarantee, in form and substance satisfactory to the Trustee and compliant with all applicable laws ("**Letter of Credit**"), for the amount of the Upfront Advance Payment proposed under this Section 4.04(b), issued by a financial institution having a Standard and Poor's Rating Services or Fitch's Ratings rating of BBB or above, or Moody's Investor Services Limited rating of BAA or above, or such other financial institution acceptable to the Trustee, and being valid and enforceable until the Upfront Advance Payment has been recovered by the Trustee in full. In the event the Upfront Advance Payment proposed under this Section 4.04(b) is reduced, the Letter of Credit may provide for an automatic corresponding reduction of the covered amount or the Program Entity may provide the Trustee with a new irrevocable Letter of Credit covering the reduced Upfront Advance Payment amount in exchange of the previous Letter of Credit; and
- (ii) The Program Entity has fulfilled all Conditions of Effectiveness referred to in Section 3.01 and specified in Schedule 1 to this Agreement, in form and substance satisfactory to the Trustee;
- (iii) *[[Insert additional conditions, such as milestones for Upfront Advance Payment installments, if needed.]]*
- (iv) Once the conditions for the Upfront Advance Payment under subparagraphs (i)[,][and] (ii) [and (iii)] *[[Include additional references if additional conditions are agreed upon above]]* above are fulfilled, in form and substance satisfactory to the Trustee, [for any installment], the Trustee shall notify the Program Entity accordingly and shall disburse the Upfront Advance Payment [installment] to the Program Entity within thirty (30) calendar days following receipt by the Program Entity of such notification.
- (c) *[[Include only if there is an Interim Advance Payment, otherwise delete]]* In addition to Section 4.04(a) [and Section 4.04(b)], the Trustee shall make an interim advance payment ("**Interim Advance Payment**") to the Program Entity in the amount of the lesser of (i) USD [] (in words: [] United States dollars) and (ii) []% of the value of this Agreement (i.e. Unit Price X Contract ERs X []%) to be calculated immediately prior to any disbursement of any Interim Advance Payment, provided that any payment of any Interim Advance Payment shall be made by the Trustee only on the following conditions:
- (i) *[[Include if there is an Upfront Advance Payment, otherwise delete]]* The sum of any Upfront Advance Payment made but not yet recovered and any Interim Advance Payment shall not exceed the lesser of (x) USD [] (in words: [] United States dollars) and (y) []% of the value of this Agreement (i.e. Unit Price X Contract ERs X []%) to be calculated immediately prior to any disbursement of any Interim Advance Payment;]
- (ii) The Program Entity has provided the Trustee with an irrevocable Letter of Credit, in form and substance satisfactory to the Trustee and compliant with all applicable laws, for the amount of the Interim Advance Payment proposed under this Section 4.04(c), issued by a financial institution having a Standard and Poor's Rating Services or Fitch's Ratings rating of BBB or above, or Moody's Investor Services Limited rating of BAA or above, or such other financial institution acceptable to the Trustee, and being valid and enforceable until the Interim Advance Payment has been recovered by the Trustee in full. In the event the Interim Advance Payment proposed under this Section 4.04(c) is reduced, the Letter of Credit may provide for an automatic corresponding reduction of the covered amount or the

Program Entity may provide the Trustee with a new irrevocable Letter of Credit covering the reduced Interim Advance Payment amount in exchange of the previous Letter of Credit;

- (iii) The Program Entity has fulfilled all Conditions of Effectiveness referred to in Section 3.01 and specified in Schedule 1 to this Agreement, in form and substance satisfactory to the Trustee;
- (iv) The Program Entity has fulfilled the interim ER Program implementation progress milestones for the Interim Advance Payment [installment], as specified in Schedule [] to this Agreement and has documented its fulfillment of the respective interim ER Program implementation progress milestones by submission of an interim progress report (“**Interim Progress Report**”) to the Trustee, in form and substance satisfactory to the Trustee. As a separate annex to the Interim Progress Report, the Program Entity shall provide:
 - (A) evidence satisfactory to the Trustee that the Program Activity is being implemented in accordance with the Safeguards Plans and that the Benefit Sharing Plan has been implemented in accordance with its terms (including any feedback and grievance redress mechanism described in any of such documents); and
 - (B) information on the generation and/or enhancement of Priority Non-Carbon Benefits (to the extent not yet provided for under any relevant Safeguards Plan, if applicable) under the ER Program;
- (v) *##Insert additional conditions, such as milestones for Upfront Advance Payment installments, if needed.##*
- (vi) Once the conditions for the Interim Advance Payment under subparagraphs (i), (ii), (iii)[,][and] (iv) [and (v)] *##Include additional references if additional conditions are agreed upon above##* above are fulfilled, in form and substance satisfactory to the Trustee, [for any installment], the Trustee shall notify the Program Entity accordingly and shall disburse the Interim Advance Payment [installment] to the Program Entity within thirty (30) calendar days following receipt by the Program Entity of such notification.
- (d) *##Include only if there is an ER Advance Payment, otherwise delete##* In addition to Section 4.04(a) [,][and] Section 4.04(b)] [and Section 4.04(c)], the Trustee may, at its discretion, make an ER advance payment (“**ER Advance Payment**”) to the Program Entity for Contract ERs and/or Additional ERs generated by the ER Program during a Reporting Period, as evidenced in the ER Monitoring Report for that Reporting Period and pending Verification, provided that any payment of any ER Advance Payment shall be made by the Trustee only on the following conditions:
 - (i) Upon written request by the Program Entity for an ER Advance Payment, the Trustee, at its discretion, decides, following consultations with the Carbon Fund Participants, that it shall make an ER Advance Payment;
 - (ii) Any ER Advance Payment shall be capped at []% of the value of the Contract ERs and/or Additional ERs reported for the respective Reporting Period in the ER Monitoring Report (i.e. Unit Price/Exercise Price (as applicable) X Contract ERs/Additional ERs (as applicable) generated during that Reporting Period (as evidenced in the ER Monitoring Report) X []%);

- (iii) The Program Entity has fulfilled all Conditions of Effectiveness referred to in Section 3.01 and specified in Schedule 1 to this Agreement, in form and substance satisfactory to the Trustee; and
 - (iv) Once the conditions for the ER Advance Payment under subparagraphs (i), (ii) and (iii) above are fulfilled, in form and substance satisfactory to the Trustee, the Trustee shall notify the Program Entity accordingly and shall disburse the ER Advance Payment to the Program Entity within thirty (30) calendar days following receipt by the Program Entity of such notification.
 - (v) In the event that the subsequent final Verification Report for that Reporting Period verifies an ER amount that is less than the amount that was reported in the ER Monitoring Report and the value of such Verified amount of Contract ERs and/or Additional ERs (i.e. Unit Price/Exercise Price (as applicable) X Contract ERs/Additional ERs (as applicable) generated during that Reporting Period (as evidenced in the final Verification Report)) is less than the ER Advance Payment, the Trustee shall be entitled to recover the overpaid amount from any future Periodic Payment to be made to the Program Entity under the ERPA for transferred ERs or, if no such subsequent Periodic Payment will be due, request prompt repayment of such overpaid amount from the Program Entity.
- (e) The Trustee shall be entitled to deduct any Advance Payment(s) made to the Program Entity from time to time from the Periodic Payments due in accordance with Section 4.03. If deduction of the Advance Payment(s) would make the Periodic Payment for that Reporting Period a negative number, the Trustee will carry forward any outstanding Advance Payment amount not deducted in that Reporting Period to the following Reporting Period.
- (f) In the event that ERs are not transferred to the Trustee pursuant to this Agreement, or the Program Entity has not transferred enough Contract ERs and/or Additional ERs to recover the Advance Payment(s) in full, the Trustee may recover from the Program Entity amounts equal to any Advance Payment(s) made under this Section 4.04 but not yet recovered pursuant to Section 3.03(b) of this Agreement or Sections 13.02 and 16.03 of the General Conditions. In the event that, following the final Periodic Payment, the Advance Payment(s) have not been recovered by the Trustee in full, the Trustee may request repayment of such outstanding Advance Payment amount from the Program Entity within thirty (30) calendar days following receipt by the Program Entity of such request.
- (g) Notwithstanding Section 5.03(c) of the General Conditions, legal title to any Contract ERs and/or Additional ERs for which an ER Advance Payment is made shall transfer to the Trustee upon completion of the ER Transfer of such ERs to the Trustee.

Article V

Option

##In the following provisions, select from or adapt the available options depending on whether the Option is a Call Option in favour of the Trustee, a Right of First Refusal in favour of the Trustee, or a Put Option in favour of the Program Entity.##

Section 5.01 *Option Specifications*

- (a) The Grantee is: *[[[Insert if the Option is a call option or right of first refusal in favour of the Trustee: Trustee] ##OR## [[[Insert if Program Entity if the Option is a put option: Program Entity]*
- (b) The Grantor is: *[[[Insert if the Option is a call option or right of first refusal in favour of the Trustee: Program Entity] ##OR## [[[Insert if Program Entity if the Option is a put option: Trustee]*
- (c) The Option is: *[[[Insert if Option is a call option in favour of the Trustee: Call Option]*
- [[[Insert if Option is a right of first refusal in favour of the Trustee or delete if not: Right of First Refusal which requires the Program Entity, upon receipt by the Program Entity of any Third Party Offers, to first offer such Additional ERs for sale and transfer to the Trustee in accordance with this Section and Article IV of the General Conditions.]*
- [[[Insert if Option is a put option in favour of the Program Entity or delete if not: Put Option]*

Section 5.02 *[[[Include this version if Call Option, Put Option or Right of First Refusal is included, otherwise delete ##] [Option Volume and Exercise Price]*

- (a) [The Additional ERs are: *[[[Insert one of the following if Option is a call option or put option in favour of the Program Entity: Some or all of the ERs generated by the ER Program each Reporting Period up to the Maximum Option Volume until (and including) [insert date] [[[Insert if Option covers ERs generated after full Contract ER Volume has been generated##: after the Contract ER Volume has been generated by the ER Program in full][[[[Insert if Option covers ERs generated during each Reporting Period in excess of the Minimum Reporting Period Amount and Cumulative Amount for that Reporting Period##: after the Minimum Reporting Period Amount and Cumulative Amount in each Reporting Period has been generated by the ER Program [[[Insert if the Option is a Right of First Refusal: up to the volume of the number of ERs offered to be purchased in the Third Party Offer(s) received by the Program Entity].*
- (b) Maximum Option Volume is: *[[[Insert if Maximum Option Volume capped##: [insert number] Additional ERs][[[[Insert if Maximum Option Volume not capped##: All Additional ERs generated by the ER Program until (and including) [insert date] [[[Insert if Option covers ERs generated after full Contract ER Volume has been generated##: after the Contract ER Volume has been generated by the ER Program in full][[[[Insert if Option covers ERs generated annually in excess of Minimum Reporting Period Amount and Cumulative*

Amount for that Reporting Period after the Minimum Reporting Period Amount and Cumulative Amount in any Reporting Period has been generated by the ER Program].

- (c) Exercise Price is: *[Note that the Exercise Price per Additional ER transferred to the Trustee shall be negotiated between the Parties in accordance with the Pricing Approach]**[Delete the preceding option and insert the following if the Option is a right of first refusal:* [The price offered for the Additional ERs under a Third Party Offer.]
- (d) Exercise Period: *[Use the following if the Option is a Call option or Put option:* Within thirty (30) calendar days after the Option Grantee's receipt of a final Verification Report for a Reporting Period indicating that Additional ERs have been generated by the ER Program.]
[Use the following if the Option is a right of first refusal: Within [thirty (30)] calendar days of the date of the Program Entity's notification to the Trustee of a Third Party Offer.]
- (e) Exercise Completion Date is: Ninety (90) calendar days following receipt by the Option Grantor of the Exercise Notice.
- (f) Increase of Maximum Option Volume: In the event that the Maximum Option Volume is increased by the Trustee under Sections 13.02(c) and/or 16.03 of the General Conditions, the Option Grantee may exercise the portion of the Option increased due to the exercise of the remedies first before it exercises the portion of the Option granted under Section 5.02(a). For the avoidance of doubt, the Exercise Price payable for the Additional ERs increased due to the exercise of the remedies will be the Unit Price.]

Section 5.03 *[Include this version only if no (regular) Call Option or Put Option is included, otherwise delete]* **[Option Volume and Exercise Price]**

- (a) The Additional ERs are: The amount of ERs equals to some or all of (i) the amount of the Contract ER Volume reduced pursuant to Section 16.03 of the General Conditions, in the event the Trustee exercises its rights under the respective provisions, and/or (ii) the ERs which the Program Entity failed to transfer as a result of a Force Majeure Event pursuant to Section 13.02(c) of the General Conditions.
- (b) Maximum Option Volume during the Term is: [All the Additional ERs]
- (c) Exercise Price is: Unit Price
- (d) Exercise Period: *[Retain the following if the Option is a call option or put option, delete if not:* Within thirty (30) calendar days after the Trustee's receipt of a final Verification Report for a Reporting

Period indicating that Additional ERs have been generated by the Program.]

- (e) Exercise Completion Date is: Ninety (90) calendar days following receipt by the Program Entity of the Exercise Notice.

Section 5.04 *[[[Use only where the Option is a Right of First Refusal]]] [Right of First Refusal]*

- (a) In addition to the obligations imposed by Article IV of the General Conditions, within ten (10) calendar days of receiving any Third Party Offer in respect of Additional ERs generated in respect of any Reporting Period, the Program Entity will provide written notification to the Trustee of such Third Party Offer, including in such notification the price offered for such Additional ERs, the proposed transfer schedule and any other information reasonably required by the Trustee.
- (b) For the avoidance of doubt, the Program Entity may only sell Additional ERs to Third Party Offerors in accordance with Article IV of the General Conditions and this Section.

Article VI
ER Program Development and Focal Point

Section 6.01 *ER Program Development*

- (a) Expected ER Program Start Date is: **[INSERT DATE]**
- (b) *[[[Insert any other requirements related to ER Program development]]]* **[]**

Section 6.02 *Focal Point*

[The Trustee][Both the Trustee and the Program Entity] shall serve as the [sole][joint] Focal Point[s] for communications with respect to the ER Program Activity. The Trustee shall be responsible for preparing and submitting the Distribution Letter.

Article VII
[Additional Covenants, Representations and Warranties]

Section 7.01 *[Additional Covenants]*

- (a) *[[[Insert additional covenants as appropriate; if none to be added, delete text in square brackets]]]*

Section 7.02 *[Representation and Warranties]*

- (a) *[[[Insert additional representations and warranties as appropriate; if none to be added, delete text in square brackets]]]*In addition to Section 14.[] of the General Conditions, the [Program Entity]

represents and warrants, as of the date of this Agreement, and again upon both the production of the ERs and the ER Transfer that (...)].

Article VIII

Other Termination Events and Events of Default

Section 8.01 *[Other Termination Events and Events of Default]*

- (a) [In addition to the other termination events set out in Section 3.03 of this Agreement and Sections 13.02(d), 16.03 and 17.01(a) of the General Conditions, the Trustee may terminate this Agreement by notice in writing to the Program Entity if any event specified below occurs:
- (i) Failure to generate []% of the Contract ER Volume by [INSERT DATE].
 - (ii) *##Insert additional Events of Default as appropriate, if none to be added, delete text in square brackets##*.
- (b) [In addition to the other termination events set out in Sections 13.02(d) and 16.04 of the General Conditions, the Program Entity may terminate this Agreement by notice in writing to the Trustee if any event specified below occurs:
- (i) *##Insert additional Events of Default as appropriate, if none to be added, delete text in square brackets##*].

Section 8.02 *Host Country's withdrawal from the Facility*

For the avoidance of doubt, the Host Country's withdrawal from the Facility will not terminate this Agreement or alter in any other respect the Program Entity's obligations under this Agreement.

Article IX

Sub-Project Arrangements

Section 9.01 *Development of Sub-Project Arrangements*

- (a) The Program Entity shall ensure that each Sub-Project Arrangement contains the principal terms included in Schedule 5 to this Agreement and none of the terms of the Sub-Project Arrangements are inconsistent with the terms of this Agreement.
- (b) The Program Entity shall ensure that each Sub-Project Entity complies with all of the requirements set out in the Sub-Project Arrangement.

Article X
Miscellaneous

Section 10.01 *Term of the Agreement*

Unless terminated earlier in accordance with the General Conditions or Section 3.03 [or Section 8.01] of this Agreement, this Agreement shall terminate upon transfer of all the Contract ERs and Additional ERs, if any, the payment of Periodic Payments in respect thereof, and the repayment of any yet unrecovered and outstanding Advance Payment amounts, if applicable, subject to the survival of provisions as identified in Section 18.11 of the General Conditions, but in any event by no later than [INSERT DATE].

Section 10.02 *[Disclosure of information [##Insert only if either Party to the ERPA requests ERPA terms to be confidential, otherwise delete##]*

- (a) Notwithstanding Section 18.07(a) of the General Conditions and without prejudice to Section 18.07(b) of the General Conditions, all information disclosed by the Parties in the commercial negotiations leading to the ERPA, and the ERPA itself (collectively, the “**Confidential Information**”) shall be kept confidential and not be disclosed unless:
 - (i) at the time of disclosure, the Confidential Information is public or which after disclosure becomes public other than by disclosure by either Party in violation of this provision;
 - (ii) the disclosing Party has been given prior written consent by the other Party to make that disclosure; or
 - (iii) the Confidential Information is required to be disclosed under any applicable laws and regulations or by any subpoena or similar legal process.
- (b) Notwithstanding the foregoing, the Program Entity agrees that the Trustee may disclose the Confidential Information to the Carbon Fund Participants.
- (c) This Section 10.02 shall survive for a period of five (5) years after any termination under this Agreement, unless the Parties otherwise agree in writing.]

Section 10.03 *Notices*

Any notice, communication, request or correspondence required or permitted under the terms of this Agreement shall be in writing, in the English language (it being understood that any such communication in a language other than English shall be of no force and effect), and shall be delivered personally, or via courier, mail, or facsimile to the address and telecopier numbers provided below.

For the Program Entity:

[]

For the Trustee:

Carbon Fund of the Forest Carbon Partnership Facility
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Facsimile: (202) 477-6391

Cable address:

Telex:
Facsimile:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

[PROGRAM ENTITY]

By: _____

Title: _____

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT, AS
TRUSTEE OF TRANCHE [A][B] OF THE
CARBON FUND OF THE FOREST CARBON
PARTNERSHIP FACILITY**

By: _____

Title: _____

SCHEDULE 1

CONDITIONS OF EFFECTIVENESS OF SALE AND PURCHASE

- (1) Submission of a Letter of Approval;
- (2) [Submission of a final Benefit Sharing Plan]¹;
- (3) Adoption of a Reversal Management Mechanism²;
- (4) Submission of copies of [one or more] executed Sub-Project Arrangement(s) between the Seller and the Sub-Project Entities required to implement the ER Program;
- (5) [Submission of one or more final Safeguards Plans]³[.];
- (6) [Action Plan which identifies further steps and timelines required for the Program Entity to demonstrate its ability to transfer Title to ERs, free of any interest, Encumbrance or claim of a Third Party, prior to any ER Transfer]⁴[.];
- (7) **[[[Insert any additional conditions, as deemed necessary]]]**

¹ Final version of Benefit Sharing Plan is usually submitted to the Trustee prior to ERPA signature. However, in the event that final version of such Benefit Sharing Plans has not been submitted to the Trustee prior to ERPA signature, such Plan will be another Condition of Effectiveness. In any case, an advanced draft version of such Benefit Sharing Plan reflecting the stakeholder engagement process required under the Methodological Framework, acceptable to the IBRD, is required prior to ERPA signature.

² A Reversal Management Mechanism is usually adopted by the Program Entity prior to ERPA signature. However, in the event that a final Reversal Management Mechanism, acceptable to the IBRD, has not been adopted prior to ERPA signature, such Reversal Management Mechanism will be another Condition of Effectiveness. In any case, an advanced draft version of such Reversal Management Mechanism, acceptable to the IBRD, is required prior to ERPA signature.

³ Final versions of such Safeguards Plans are usually submitted to the Trustee prior to ERPA signature. However, in the event that final versions of such Safeguards Plans have not been submitted to the Trustee prior to ERPA signature, such Safeguards Plans will be another Condition of Effectiveness. In any case, advanced draft versions of such Safeguards Plans reflecting the stakeholder engagement process required under the Methodological Framework, acceptable to the IBRD, are required prior to ERPA signature.

⁴ The Program Entity should usually be able to demonstrate, in accordance with the Methodological Framework, its ability to transfer full legal and beneficial title to all of the Contract ERs and Additional ERs generated under the ER Program and to be transferred to the Trustee under the ERPA prior to ERPA signature. However, in the event that such ability cannot or only partially be demonstrated prior to ERPA signature, this action plan may be another Condition of Effectiveness. Alternatively, the initially anticipated Contract ER volume may be reduced accordingly (with such ERs for which the ability to transfer title could not be demonstrated at ERPA signature potentially being included in a Call Option). However, if at the time of ERPA signature the amount of ERs for which the Program Entity cannot demonstrate its ability to transfer title is significant, ERPA signature may be postponed until the Program Entity can demonstrate its ability to transfer title to ERs to an increased amount of ERs.

SCHEDULE 2

MINIMUM REPORTING PERIOD AMOUNTS

Reporting Period	Minimum Reporting Period Amount of Contract ERs to be generated in this Reporting Period and subsequently transferred to the Trustee	Cumulative Amount of Contract ERs which must be generated by the end of this Reporting Period and subsequently transferred to the Trustee
[INSERT DATE] – [INSERT DATE]		
[INSERT DATE] – [INSERT DATE]		
[INSERT DATE] – [INSERT DATE]		

SCHEDULE 3

ER TRANSFER FORM

[Letterhead of Program Entity]

TO: The International Bank for Reconstruction and Development as Trustee of Tranche [A][B] of the Carbon Fund of the Forest Carbon Partnership Facility

ER Transfer Form for the Reporting Period from [Date] to [Date]

We refer to the Forest Carbon Partnership Facility Emission Reductions Payment Agreement dated [] between [] ("**Program Entity**") and the International Bank for Reconstruction and Development, as Trustee of Tranche [A][B] of the Carbon Fund of the Forest Carbon Partnership Facility ("**IBRD**" or "**Trustee**"), as amended ("**ERPA**"). Capitalized terms used and not specifically defined herein shall have the meanings assigned thereto in the ERPA.

1. Notification of Transfer of ERs

In accordance with the ERPA, we hereby notify the Trustee that the following amount of Verified ERs has been transferred to the Trustee for this Reporting Period in accordance with the ERPA:

- _____ ERs, as Verified by Verification Report dated [INSERT DATE] of which _____ ERs are Contract ERs and, if any, _____ ERs are Additional ERs.

For the avoidance of doubt, by having transferred the above ERs, we also have transferred and assigned to the Trustee the right to cause those ERs to be forwarded into any Registry Account(s) of the Trustee's nominee(s) in accordance with any modality, procedure, process or mechanism established by any relevant authority, entity or registry.

2. Invoice and Periodic Payment

We calculate that the gross payment amount for transferred ERs for this Reporting Period, before deducting the Cost Recovery Discount, Advance Payment(s) and Taxes which the Trustee is entitled to deduct under the ERPA, is:

[US\$]_____ [[US\$][Unit Price] X [Volume of transferred Contract ERs]]
Plus (if any)

[US\$]_____ [[US\$][Exercise Price] X [Volume of transferred Additional ERs]]

Equals

[US\$]_____ [gross payment amount]

Please pay the gross payment amount, less any [Cost Recovery Discount,]Advance Payment(s) and Taxes which the Trustee is entitled to deduct under the ERPA (Periodic Payment) to the following bank account, in accordance with the ERPA:

Name of Payee's Bank: XXX
Swift Code: XXX
Bank address: XXX
Bank Account Number: 123456789

Name of Intermediary Bank: XXX
Swift Code: XXX
Bank address: XXX

Dated: _____, 20[]

For and on behalf _____[*Program Entity*]

by its authorized Representative

Signature: _____

Print Name: _____

SCHEDULE 4

EXERCISE NOTICE

[LETTERHEAD OF GRANTEE]

TO: [Grantor]

Exercise Notice for [insert Reporting Period]

We refer to the Emission Reductions Payment Agreement dated [INSERT DATE] ("**ERPA**") between [] ("**Program Entity**") and the International Bank for Reconstruction and Development ("**IBRD**"), as trustee of Tranche [A][B] of the Carbon Fund of the Forest Carbon Partnership Facility ("**Trustee**"), which includes the 'International Bank for Reconstruction and Development General Conditions Applicable to Emission Reductions Payment Agreements for Forest Carbon Partnership Facility Emission Reductions Programs' dated [INSERT DATE] ("**General Conditions**"). Capitalized terms used and not specifically defined herein shall have the meanings assigned thereto in the ERPA and the General Conditions.

For the Reporting Period beginning [XX] and ending [XX], the Grantee hereby exercises its Option from the Grantor on the same terms and conditions as set out in the ERPA and transferred in accordance with the following:

Grantor:	[Program Entity][Trustee]
Grantee:	[Program Entity][Trustee]
Registry Account:	[insert if known]
Quantity of Additional ERs:	[insert]
Exercise Price:	[insert price per ER as specified in ERPA]
Exercise Completion Date:	[Insert date [90] calendar days from the date of this Notice]

Dated:

For and on behalf of
[insert legal name of Grantee]

by its Authorized Representative

Authorized Representative

Please print name

SCHEDULE 5

PRINCIPAL TERMS OF SUB-PROJECT ARRANGEMENT

Any Sub-Project Arrangement between the Program Entity and any Sub-Project Entity shall include, but not be limited to, the following principal terms:

1. The Sub-Project Entity shall:
 - (a) Implement all applicable requirements of the ER Monitoring Plan, including those pertaining to environmental and social performance and operational management systems (unless the Program Entity exclusively monitors the data/info required to be included in the ER Monitoring Report in which case this obligation does not need to be included).
 - (b) Installs, operates and maintains the facilities and equipment and retains staff necessary for gathering all such data as may be required by the ER Monitoring Plan, including by establishing and maintaining all related data measurement and collection systems as are necessary (unless the Program Entity exclusively installs, operates and maintains the facilities and equipment and retains staff necessary for gathering all such data as may be required by the ER Monitoring Plan in which case this obligation does not need to be included).
 - (c) Implement its Sub-Project/ER Program Measures (as specified in the ERPD) in accordance with the terms of the ERPD.
 - (d) For the avoidance of doubt, authorize the Program Entity to transfer any ERs generated from such Sub-Project/ER Program Measures to the FCPF Carbon Fund free of any third party interest or encumbrance.
 - (e) Inform the Program Entity immediately after becoming aware of the occurrence of a Reversal Event under a Sub-Project/ER Program Measure.
 - (f) Operate and implement its Sub-Project/ER Program Measures in compliance with the World Bank Operational Policies and any Safeguards Plans provided for under the ERPA.
 - (g) Maintain and prepare its Sub-Project/ER Program Measures to allow for Verification.
 - (h) Satisfy any obligations in respect of applications for all licenses, permits, consents and authorizations required to implement the Sub-Project/ER Program Measures.
2. The Program Entity shall:
 - (a) Provide the Sub-Project Entity with the ERPD, the ER Monitoring Plan (if needed), the Safeguards Plans and any other information relevant to the implementation of the Sub-Project/ER Program Measures (including relevant communication between the Trustee and the Program Entity in relation to the ERPA).
 - (b) Collect from the Sub-Project Entity, and, if necessary, confirm the accuracy of, all information required to be collected under the Monitoring Plan and the applicable Safeguards Plans.

SCHEDULE 6

LETTER OF APPROVAL TEMPLATE

[LETTERHEAD OF APPROVING ENTITY]

To: [____]

[place, date]

Dear [____],

Ref: [Name of ER Program]

1. I wish to refer to the request by the [Program Entity] that the above mentioned [Name of ER Program] (ER Program) be considered for funding by the Carbon Fund (Carbon Fund) of the Forest Carbon Partnership Facility (FCPF), administered as a trust fund by the International Bank for Reconstruction and Development (IBRD).

2. As authorized representative of the designated national authority for REDD+ of [Host Country] I hereby:

- (a) endorse the further development of the ER Program and approve this ER Program to being implemented in [Host Country]; and
- (b) approve and authorize the voluntary participation of the [Host Country], the IBRD as trustee of the Carbon Fund, the Carbon Fund participants, and the [Program Entity] in the ER Program.

3. By this endorsement and approval [Host Country] is committing itself to facilitate and render such assistance as may be necessary in any potential future process related to ER Program registration as well as verification and transfer to the Carbon Fund of greenhouse gas emission reductions generated by the ER Program.

4. [Host Country] also confirms that the [Program Entity] is authorized to enter into project agreements with regard to the ER Program, which may include the transfer of and payment for greenhouse gas emission reductions generated by the ER Program.

5. This letter of approval is done in two originals in the [English] language.

Sincerely

By _____
Authorized Representative of the [Name of authorized entity]
[Name of Signatory]
[Title]