



markit™

**Markit Environmental
Registry**

**Communications
Agreement**

September 2017



This Communications Agreement ("**Agreement**") is made as of September 11, 2017 ("**Effective Date**") by and for the account of the **Asociación para la Investigación y el Desarrollo Integral - AIDER ("Project Proponent")**; a Peruvian NGO under the law of Peru with its registered offices in Calle las camellias 174 piso 6, San Isidro, Lima 27, Peru, and represented by **Guillermo Nalvarte Armas**, its Executive Director;

Sinchi Roca Native Community ("Project Proponent");
Puerto Nuevo Native Community ("Project Proponent");
Roya Native Community ("Project Proponent");
Curiaca Native Community ("Project Proponent");
Calleria Native Community ("Project Proponent");
Flor de Ucayali Native Community ("Project Proponent");
Pueblo Nuevo Native Community ("Project Proponent"), and;

Althelia Climate Fund SICAV, represented by **Althelia Climate Fund GP s.a.r.l.** a limited liability company organized under the laws of Luxemburgo with its registered offices 5 rue Guillaume Kroll L-1882 Luxemburgo, Grand Duchy of Luxemburgo; and represented by **Sylvain Goupille** its Managing Director, ("**Authorised Representative**"),

WHEREAS, the Project Proponent is the owner of the "**Forest management to reduce deforestation and degradation Shipibo Conibo and Cacataibo indigenous communities of Ucayali region**" ("**Project**") registered under VCS project 1360 and has legal and beneficial title to all the emission reductions generated by the Project; and

WHEREAS, the Project Proponent wishes to contract with the Authorised Representative to act on its behalf in respect of certain rights, actions and activities in the Markit Environmental Registry ("**Registry**");

NOW, THEREFORE, in consideration of the promises and mutual obligations and covenants contained herein, the sufficient of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

Definitions

Capitalised terms shall have the meanings given below:

"**Authorised Representative**" means the entity or individual authorised by a Project Proponent to communicate with and provide instructions to the VCS registry administrator on its behalf, such authorisation granted through this communications agreement, which shall be submitted to the VCS registry administrator and on which the VCS registry administrator shall be entitled to rely.

"**Project Proponent**" means the individual or organisation that has overall control and responsibility for the project, in accordance with VCS Program requirements. This includes providing a VCS project description, monitoring report, and proof of title for validation and verification.

- Grant of authority.** The purpose of this Agreement is to provide the requisite grant of authority to the Authorised Representative, and the means by which the Project Proponent(s) authorises the Authorised Representative to communicate with and to provide instructions to the VCS registry administrator on its behalf, the form and scope of such instructions shall be determined solely by the VCS registry and the parties hereto.
- Authorised Actions.** Authorised Representative is authorised to act for the Project Proponent with respect to the following rights, actions and/or activities in the Registry ("**Authorised Actions**"):
 - to request registration of the Project;
 - to request the issuance of verified carbon units ("**VCUs**", as such term is defined by the Verified Carbon Standard) from the Project by the Registry ("**Credits**");
 - to request the transfer of Credits from or to the Authorised Representative's account in the Registry;
 - to retire Credits on behalf of itself, the Authorised Representative or any third party as determined by the Authorised Representative from time to time;
 - to communicate to and to provide instructions to the Registry in relation to the Project and/or Credits; and
 - to take all other reasonable actions required by the Registry in order to perform the actions listed in paragraphs through e) above.
- Withdrawal from project.** When any Project Proponent withdraws from the Project or assigns its rights to a third party, such Project Proponent shall sign any amendments to the communications agreement before the VCS registry so that the registration process can proceed.

[Handwritten signatures and stamps on the right margin:]
DNI N° 46356557
JEFE DE LA COMUNIDAD - CALLERIA
DNI N° 21145721
JEFE DE LA COMUNIDAD - CURIACA
DNI N° 4074937
JEFE DE LA COMUNIDAD - VASQUEZ
DNI N° 4074937
JEFE DE LA COMUNIDAD - VASQUEZ
DNI N° 4074937
JEFE DE LA COMUNIDAD - VASQUEZ

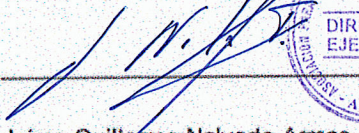


4. **Multiple project proponents.** When there are multiple Project Proponents on the project description that have been fully approved and properly validated, a duly executed counterpart of this Agreement shall be provided to the VCS registry administrator which counterpart shall (i) bear the signatures of all Project Proponents and (ii) set out which project proponent shall be stated as such on the project record on the VCS registry and VCS project database, and (iii) set out into which account any VCUs shall be issued.
5. **Sole agent.** In respect of the Project and the Credits, the Authorised Representative is authorised to communicate with the Registry and to transact with the Registry as the Project Proponent's sole and exclusive agent.
6. **Limited authorisation.** The Authorised Actions are the only actions which the Authorised Representative is authorised to undertake on behalf of the Project Proponent under the Registry rules, and the Project Proponent retains all its rights and responsibilities under the Registry rules.
7. **Confidential Information.** In the course of exercising the authority granted to it hereunder, the Authorised Representative shall be entitled to access certain Confidential Information of the Project Proponent. Use of such Confidential Information by the Authorised Representative is permitted by the Project Proponent for the sole purposes of creating, issuing, transferring and retiring Credits, registering the Project, providing data to the Registry, reviewing reports created for the Project Proponent in the Registry and the payment of fees (if applicable to the Authorised Actions). Any further use of Confidential Information without the Project Proponent's prior written consent is prohibited.
8. **Compliance with Registry rules.** Notwithstanding the foregoing provisions of this Agreement, the Project Proponent shall remain responsible and liable for compliance with all Registry rules relating to actions taken by the Authorised Representative on its behalf.
9. **Reliance by Registry.** The parties intend and agree that the Registry shall be entitled to rely on this Agreement as presented when delivered to it, and until terminated as provided below, and hereby request and direct the Registry to act on the basis of the authority granted herein to the Authorised Agent, and each party hereby relieves it of all liability for so doing.
10. **Term and termination.** This Agreement shall be and remain valid and subsisting beginning on the Effective Date until terminated by mutual consent of the parties by written notice of termination by such Proponent to both the Registry and to the Authorised Representative.
11. **Headings.** Section headings are for ease of reference only and do not form part of the Agreement.

Each party represents that the person signing this Agreement on its behalf is authorised to cause the party for whom he or she signs to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

SIGNED for and on behalf of ASOCIACIÓN PARA LA INVESTIGACIÓN Y EL DESARROLLO INTEGRAL - AIDER (Project Proponent):

By: 
 Name: Jaime Guillermo Nalvarte Armas
 Title: Executive Director



Date of execution: _____

SIGNED for and on behalf of ALTHELIA CLIMATE FUND SICAV, represented by ALTHELIA CLIMATE FUND GP S.A. (Authorised Representative):

By: _____

Name: Sylvain Goupille
 Title: Managing Director

Date of execution: _____



NOEL D. GUINARRES SILVANO
 DNI N° 46356557
 JEFE DE LA COMUNIDAD MUNICIPAL JUNCOS SANTA CLARA
 CC.NM. PUEBLO NUEVO DE CAJO
 DNI. N° 21145721
 JEFATURA COMUNAL JUNCOS SANTA CLARA
 DNI. 00173424

Alfonso Zumaeta
 DNI N° 44711937
 JEFE
 COMUNIDAD NATIVA CURIACA

Wilson García Agreda Torres
 DNI N° 46356557
 JEFE
 COMUNIDAD NATIVA CURIACA

SIGNED for and on behalf of NATIVE COMMUNITY OF SINCHI ROCA (Project Proponent):

By: 


Name: Julio Gonzalez Pinedo Title: Chief of the community

Date of execution: October 11th, 2017

SIGNED for and on behalf of NATIVE COMMUNITY OF PUERTO NUEVO (Project Proponent):

By: 


Name: Merino Gardel Agreda Torres Title: Chief of the community

Date of execution: October 11th, 2017

SIGNED for and on behalf of NATIVE COMMUNITY OF ROYA (Project Proponent):

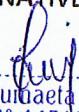
By: 


Name: Hitler Nolberto Vasquez Saldaña Title: Chief of the community

Date of execution: October 11th, 2017

SIGNED for and on behalf of NATIVE COMMUNITY OF CURIACA (Project Proponent):

By:



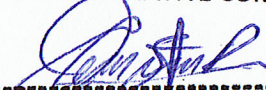
Alfonso Zumaeta Vásquez
DNI N° 44711937
JEFE
COMUNIDAD NATIVA CURIACA

Name: Alfonso Zumaeta Vásquez Title: Chief of the community

Date of execution: October 11th, 2017

SIGNED for and on behalf of NATIVE COMMUNITY OF CALLERÍA (Project Proponent):

By:



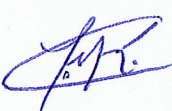

ROEL D. GUIMARAES SILVANO
DNI N°46356557
JEFE DE LA COMUNIDAD - CALLERIA

Name: Roel Domingo Guimaraes Silvano Title: Chief of the community

Date of execution: October 11th, 2017

SIGNED for and on behalf of NATIVE COMMUNITY OF FLOR DE UCAYALI (Project Proponent):

By:

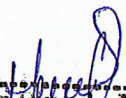


The stamp is circular with the text "JEFATURA COMUNAL" at the top, "PRESIDENTE" in the center, and "C.C.M. FLOR DE UCAYALI - UTUBUQUINA" around the bottom edge. It features a central emblem.

Name: Freddy Guimaraes Rodríguez Title: Chief of the community

Date of execution: October 11th, 2017

SIGNED for and on behalf of NATIVE COMMUNITY OF PUEBLO NUEVO (Project Proponent):

By:


.....
Victor Pinedo Maynas
JEFATURA COMUNAL
CC.NN. PUEBLO NUEVO DE CACO
DNI. N° 21145721

Name: Victor Pinedo Maynas Title: Chief of the community

Date of execution: October 11th, 2017