



GSS S.A.
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PARTICIPATION REGULATIONS

GSS CERT SYSTEM

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[INFORMATION STORAGE]	2
[Storage of information] PDD BIOGAS	2
[Storage of information] Information Sheet PDD BIOGAS	3
[PARTICIPATION RULES] - GSS CERT BIOGAS	3
[Participation] Application for participation	3
[Participation] Application Verification	3
[Participation] Learning about participation requirements	4
[Participation] Signature Procedure	4
[Participation] Payment for participation in the system	5
[Participation] PDD Preparation	6
[Participation] PDD Update	6
[Participation] Submission of Documents by Participant	6
[Participation] Submission of data for monitoring report	6
[Participation] External Audit	7
[Participation] Setting an external audit date	7
[Participation] External Audit Report	7
[Participation] Internal Audit	7
[Participation] Ad hoc internal audit	7
[Participation] Providing information upon request to the Administrator	8
[Participation] Access to IT system for Participant	8
[Participation] Implementing the Administrator's Recommendations	8
[Participation] Participant's Obligations	9
[Participation] Suspension of Participant	10
[Participation] Resignation, Exclusion of Participant	11
[PARTICIPATION - SALES ACCOUNTING].	12
[Participation] Participant billing	12
[OPERATIONS ON ORIGINAL GSS UNITS].	12
[Operations on GSS Units] Creation of GSS units	12
[GSS Unit Operations] GSS Unit Registration	12
[GSS Unit Operations] Assignment of GSS units to owner	12
[GSS Unit Operations] Change of Ownership of Initial GSS Units	12
[GSS IT; Registry] Placing orders - cancellation of sell orders	13
[GSS IT; Registry] Placing orders - expiration of sell orders	13
[Operations on GSS Units] Assignment of GSS units to owner	13
END	13

[INFORMATION STORAGE]

[Storage of information] PDD BIOGAS

1. The PDD (Project Description) is a document developed in accordance with GSS CERT requirements. It is an internal document of the System, validated by an independent Validator, which may include information such as:
 - a. The number, version, and date of the document,
 - b. Participation Agreement Number,
 - c. A version of the GSS CERT Protocol,
 - d. Title, Purpose and Objective of the Project,
 - e. Type of Project, including GHG information and a description of how GHG reduction and/or increased GHG removals will be achieved,
 - f. Project Location,
 - g. The applicant and owner of the Project, the person responsible for monitoring the Project,
 - h. Project start date,
 - i. Facility operating conditions prior to the commencement of Project operations,
 - j. Project Additionality,
 - k. Declaration of intended use of GSS units generated from the Project,
 - l. Description of co-benefits, including the Project's alignment with the UN Sustainable Development Goals,
 - m. Description of the technology used,
 - n. Estimated level of activity,
 - o. Calculation methodology used,
 - p. Deviations from methodology (if applicable),
 - q. Monitoring scope covered by the project,
 - r. Reference Scenario Description,
 - s. Estimated emissions reductions from the Project
 - t. Identification of risks regarding GHG reduction,
 - u. Frequency of project validation and verification,
 - v. Project Monitoring,
 - w. Potential negative environmental impacts and socioeconomic aspects,
 - x. Frequency of Project Validation and Verification,
 - y. Project Monitoring Rules,
 - z. Risk of potential adverse environmental impacts of Project activities,
 - aa. Risk of potential negative impact of Project activities on the economic or social environment.
2. At the discretion of the Administrator, the scope of data covered by the BIOGAS PDD may change over time depending on:
 - a. GSS CERT System requirements
 - b. changing legislation,

- c. adopting or setting certification or accreditation standards for reducing greenhouse gas emissions and meeting the EU's commitments under the 2015 Paris Agreement on Climate Change adopted at the conclusion of the 21st Conference of the Parties to the United Nations Framework Convention on Climate Change,
 - d. implementation of the EU climate and energy policy framework.
3. The information covered by the BIOGAS PDD is compiled from data (including documents) submitted by the Participant, processed by the Administrator and validated by an independent Validator.
4. It is the Participant's responsibility to present true, correct and complete documents and to disclose all information and data at the Participant's disposal.

[Storage of information] Information Sheet PDD BIOGAS

1. The BIOGAS PDD information sheet is a summary of the BIOGAS PDD and contains general, selected information about the Project that may be published within the CERT GSS in a manner and scope selected by the Administrator.
2. The information sheet may include information from the PDD BIOGAS document.

[PARTICIPATION RULES] - GSS CERT BIOGAS

These participation rules apply to GSS CERT BIOGAS Protocol adherents and Participants.

[Participation] Application for participation

1. Adherence to the System is made by notification to the Administrator or an entity acting on its behalf of the intention to join the System. The application does not require any special form.
2. The Administrator may process the application personally or through persons or entities acting on its behalf.
3. In the event of a referral from a third party, the Adherent is required to cooperate with such third party, including providing requested information, data and documents.
4. The Adherent may be asked to fill out a form regarding the details of his enterprise and the Installation.
5. The initial application review process concludes with a Non-Disclosure Agreement (NDA) between the Administrator and the Adherent.
6. The NDA is entered into on a template provided by the Administrator.

[Participation] Application Verification

1. Upon execution of an NDA, the Administrator shall invite the Adherent to provide additional information necessary to assess the ability to meet the requirements for participation in the GSS CERT System, particularly the ability to meet the requirements for Installation.
2. The Administrator shall be entitled - including with the assistance of third parties acting on its behalf and for its benefit - to inspect the notification made by the Adherent.
3. In the event of a notice of inspection, the Adherent shall provide access to the Installation and documents designated by the Administrator.
4. Irrespective of the decision to inspect the application made by the Adherent, if doubts arise as to the completeness, correctness or reliability of the documents and data and information presented by the Adherent, the Administrator may request the Adherent to present additional documents and information and to submit explanations - setting an appropriate deadline.
5. Failure by the Applicant to provide documents, data or explanations expected by the Administrator within the specified time limit shall entitle the Administrator to refuse to conclude the agreement for participation in GSS CERT System.
6. Failure to submit to inspection by the Administrator or third parties acting on its behalf and for its benefit shall entitle the Administrator to refuse conclusion of the agreement for participation in the GSS CERT System.
7. If, on the basis of documents, data or explanations presented on demand, the Administrator determines that the Adherent has used or provided untrue, inaccurate or incomplete documents, used or provided false, inaccurate or incomplete statements or documents or failed to disclose all information at its disposal, the Administrator is entitled to refuse to conclude the participation agreement in the System.
8. In the event that the Administrator determines that it is not possible to join the GSS CERT System, the Adherent will be notified to that effect, including the reasons.
9. The denial relates to the status determined as of the date of consideration of the application, based on the data and information presented by the Adherent.
10. The adherent has the right to submit another application after removing the reasons indicated in the refusal.

[Participation] Learning about participation requirements

1. An Adherent, upon execution of an NDA, may be granted access to materials not available on the Website related to the requirements for participation in the GSS CERT System.
2. Information about the System, in the publicly accessible part, is published on the GSS CERT System Website.

[Participation] Signature Procedure

1. In case of positive verification of the Adherent's application, the Adherent receives an automatically generated in the GSS IT system agreement to participate in the GSS CERT system.
2. The contract includes the participant's details and the terms of participation.

3. The Agreement shall be sent by the Administrator to the email address provided by the Adherent.
4. The Adherent, within 10 business days of receiving the Agreement, must sign it - in accordance with its Enterprise's representation rules - and return it to the Administrator, whereby:
 - a. the acceding party signs the contract with a qualified electronic signature complying with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC)
 - OR
 - b. signs a printout of the agreement and sends a scan (digital copy) of the signed agreement to the Administrator.
5. The adherent shall return the agreement to the Administrator at the email address from which he received the agreement.
6. Upon receipt of a scan of the agreement or an electronically signed agreement, the Administrator verifies it for compliance with the Parties' agreements and, in case of positive verification, signs on the received copy and places it in the GSS IT system, marking it as an active agreement.
7. The Agreement shall be deemed to have been concluded at the Administrator's office.
8. If the participation agreement is not signed and returned by the Adherent within 10 calendar days of its receipt at the email address provided to the Adherent, the Administrator is entitled to revoke the offer to conclude the agreement.
9. When a copy of the agreement is placed in the GSS IT system, the Participant's Account in the GSS CERT system is activated by the Administrator.
10. In connection with account activation, the Administrator assigns a User Number, which is an individual code consisting of a sequence of characters, identifying the User on the GSS IT platform.
11. All key information, in particular regarding the terms and conditions of Participation, the requirements of Participation and the Administrator's settlement with the Participant is contained in the Participation Agreement and simultaneously stored in the GSS IT system.
12. The content of the signed Participation Agreement is stored in the blockchain.
13. The Administrator is entitled to transfer his rights and obligations from the participation agreement to a third party without the consent of the Participant. All Administrator's rights related to the participation agreement are transferred to the third party together with the participation agreement.

[Participation] Payment for participation in the system

1. After concluding the participation agreement, the Participant pays the annual participation fee on the basis of a proforma invoice provided to the Participant automatically by the GSS IT system.
2. A Participant who has not paid for participation by the deadline set by the Administrator may be suspended by the Administrator.

[Participation] PDD Preparation

1. The Participant shall provide the Administrator with data to the extent necessary to prepare or update the PDD.
2. PDD Documentation is subject to a Validation Audit performed by the Validator.
3. Administrator determines the date and method (form) of data transfer.
4. PDD data includes documents confirming the facts, e.g., the technology and processes performed at the Installation, and data on the technical and operational details of the Installation.

[Participation] PDD Update

1. In the event of Substantial Changes to the Installation, the Administrator may initiate a procedure to update the internal validation documentation.
2. The procedure may also be initiated by the Administrator at any time to confirm that it is current or that changes are necessary.
3. Participant shall promptly notify the Administrator of all material changes in the operation of the installation, no later than 7 days after such changes arise or are disclosed.
4. Failure to notify the Administrator in a timely manner may result in suspension of the Participant.

[Participation] Submission of Documents by Participant

A Participant may submit document scans via email or dedicated storage space if provided by the Administrator in the "cloud".

[Participation] Submission of data for monitoring report

1. As part of each verification audit performed by an external, independent Verifier, the monitoring report data for calculating the GSS units is checked.
2. To perform this verification, the Participant must first provide this data to the Administrator, who inputs it into the GSS IT system.
3. A monitoring report is prepared based on the data provided by the Participant.
4. The Participant submits data documenting specific parameters of the Installation for the audit period, in particular such as heat energy produced, electricity produced, substrates used or digestate produced.
5. Documentation data may also include information related to the legalisation of the equipment used at the Installation and other information related to proving the accuracy of the data provided by the Installation.

[Participation] External Audit

1. At least once a year, an accounting period shall be established as part of participation in GSS CERT and a verification report will be conducted indicating the number of GSS units generated during the period covered.
2. An external audit shall be conducted by an external, independent verification entity approved by the Administrator.
3. As a part of an external audit, the Auditor has the right to request to see copies and originals of documents confirming the parameters of operation of the Installation in the temporal scope covered by the audit and to the extent related to participation in the GSS CERT system; in particular the data contained in the monitoring report are subject to audit.

[Participation] Setting an external audit date

1. The date of the internal and external audit is agreed upon each time with the Participant.
2. The timing of the audits depends primarily on the completeness of the data provided by the Participant and the deadlines set by the independent Auditor.

[Participation] External Audit Report

1. The Auditor, upon completion of an external audit within the GSS system, shall each time prepare an audit report in accordance with the internal procedure of the audit unit.
2. This report can be shared within the GSS system with the Participant.

[Participation] Internal Audit

1. The Administrator has the right to perform an internal audit of the installation at any time as long as the Participation agreement lasts.
2. The scope of the internal audit covers the years for which the GSS Units was calculated and will be calculated.
3. The purpose of the audit is to maintain oversight of the operation of the GSS System and the fulfillment of Participants' obligations.
4. The Administrator shall schedule the internal audit at least 10 business days prior to the scheduled audit date.

[Participation] Ad hoc internal audit

1. If irregularities are suspected, the Auditor is authorized to conduct an ad hoc internal audit.
2. In such an event, the Auditor shall have the authority to commence audit activities immediately, even without prior notice to the Participant.

[Participation] Providing information upon request to the Administrator

1. The Administrator shall have the right to require the Participant to provide information related to the performance of duties within GSS CERT, in particular as regards meeting the requirements of the GSS System.
2. The question can be asked by email or through a dedicated communication mechanism in the GSS IT system.

[Participation] Access to IT system for Participant

1. The initial access credentials for a Participant are included in the GSS CERT participation agreement.
2. The Participant's login to the IT system is the e-mail address indicated in the participation agreement.
3. As part of the initiation procedure, data is sent to the provided login to activate the account.
4. A person designated by the Participant and authorized to contact the Administrator will be granted access to the IT system in the form of personal rights (login, password or other credentials or access data).
5. The scope of the designated person's rights must be closely related to her/his tasks and result from the power of attorney granted by the Participant.
6. Action performed in the GSS IT by designated person shall be presumed to be the actions of the Participant.
7. The Participant and persons designated by him are obliged to exercise the utmost diligence to prevent disclosure of access or authentication data to the System to unauthorized persons.
8. The Participant is obliged to take all necessary steps to obligate designated persons to ensure the confidentiality and security of access or authentication data to the System.
9. The acts or omissions of designated persons shall be deemed for purposes of performance of the Participation Agreement to be the acts or omissions of the Participant.
10. In case of loss of access or authentication data, or in case of knowledge that such data has been accessed by an unauthorized person, the Participant is obliged to immediately notify the Administrator.

[Participation] Implementing the Administrator's Recommendations

1. The Administrator, in particular on the basis of the results of an external audit and data provided by the Participant, may make binding recommendations to improve the operation of the Installation.
2. The Administrator's recommendations take into account the principle of cost-effectiveness, subject to the principle, that cash streams generated from the trading of GSS Units serve the objective of reducing greenhouse gas emissions and meeting obligations under climate change agreements.
3. The Administrator's recommendations may relate to the management of the Installation, including data collection or implementation of processes related to biogas production.

4. The Administrator's recommendations may address investment actions directed toward GHG avoidance, GHG reduction, or GHG sequestration.
5. The Administrator's recommendation for investment action shall specify the scope of the expected investment and the timing of the investment.
6. The Participant may refuse to comply with the recommendations for the management of the Installation only if, due to the nature of the installation or administrative acts relating to its operation, the recommendations would be impossible to implement or would involve a lack of cost effectiveness.
7. A Participant may decline to implement recommendations for Investment activities only if implementing the recommendations would not be cost effective.
8. The Administrator is entitled to change the recommendations, in particular on the basis of information provided by the Participant.

[Participation] Participant's Obligations

The Participant's obligations include, but are not limited to (in addition to others set forth in the Rules):

1. Comply with the provisions of the Regulations and System Documents and perform the duties thereunder in a timely manner.
2. Comply with applicable provisions of European Union law and national regulations in the field of business activities, with particular emphasis on environmental protection regulations.
3. Immediately inform the Administrator of any changes to the data (i.e. no later than within 3 business days of their occurrence) provided to the Administrator on the basis of the Regulations - particularly in the application for conclusion of a participation agreement or in the submitted documentation (with particular consideration given to changes to data contained in any concessions, permits or other similar documents).
4. Ensure ongoing contact with the Administrator by designating at least one person authorized to contact the Administrator, designated for signing or authorizing documents related to participation in the Registry and access to the IT system.
5. Cooperation with the Administrator in order to fulfil the obligations related to participation in the GSS CERT System.
6. Placing information on the Participant's website about participation in the GSS CERT System and a reference (link) to the Website.
7. Providing information regarding:
 - a. Installation Activities.
 - b. Changes to the Installation.
 - c. Failure in Installation.
 - d. Installation Upgrades.
 - e. Interruptions in the operation of the Installation.
 - f. Threats to the operation of the Installation.
8. Enabling the Administrator and his representatives and persons authorized to represent the Administrator to access the area, rooms, devices and documentation of the Installation.

[Participation] Suspension of Participant

1. Suspension of a Participant consists in the temporary exclusion by the Administrator of the possibility of using the System, including the use of the functions of the IT GSS Account and the possibility of trading in and surrendering GSS Units.
2. As a result of suspension, no new orders can be accepted (sale and transfer of ownership) and execution of previously submitted orders (sale and transfer of ownership) is suspended, if they have not been executed yet.
3. The suspension takes effect as soon as it is made by the Administrator, unless the Administrator sets a different date for the commencement of the suspension to begin.
4. The Administrator has the right to suspend a Participant from using the System until the grounds for the suspension are removed, in the following cases, when the Participant:
 - a. Has ceased to meet the conditions for participation in the System.
 - b. Fails to implement the Auditor's recommendations, within the timeframe assigned by the Auditor,
 - c. Fails to implement the Administrator's recommendations, within the time frame assigned by the Administrator,
 - d. Fails to ensure timely payment of fees or its monetary obligations under the Regulations or the System Documents (with particular reference to the Table of Fees and Charges, as well as the schedule of fees or price lists).
 - e. Fails to perform its non-monetary obligations under the Regulations or the System Documents.
 - f. Otherwise violates the provisions of the Regulations or System Documents, or by its actions or omissions poses a threat to the secure operation of the Registry (e.g., by failing to provide the necessary level of protection for its access or authentication data),
 - g. He commits an irregularity.
5. Suspension of a Participant by GSS shall be preceded by the following actions:
 - a. Informing the Participant by the Administrator of the occurrence of an event or circumstance that justifies the suspension of the Participant, together with a request to remove such event or circumstance within a reasonable period of time determined by the Administrator (from 3 to 14 days), if its immediate removal is objectively impossible. In particular, the consequences of events or circumstances that pose a threat to the security of trading, both on the part of the Participant, as well as other entities (e.g. disclosure by the Participant to unauthorized persons of access or authentication data to the IT system) must be removed immediately.
 - b. The Administrator may suspend a Participant after the ineffective lapse of the previously set time limit as well as immediately after becoming aware of the reasons justifying the need to suspend participation in the System.
6. The Administrator shall notify the Participant of the suspension, indicating the reasons for it and setting an additional period (no shorter than 7 days and no longer than 30 days, calculated from the date of suspension) in which the Participant is required to remove the infringement;
7. The Participant, within 7 days of receiving information about the suspension, has the right to appeal to the Administrator. Filing an appeal does not stop the suspension, nor does it affect its legal effectiveness.

8. The appeal must contain a justification. The appeal shall be considered within 7 days from the date of its receipt by the Administrator.
9. The Administrator shall immediately proceed to consider the appeal. In order to consider the appeal, GSS may summon the Participant to submit additional explanations, information or documents, as well as may conduct an inspection of the Participant or the Installation; GSS may also request to obtain information or documents from third parties or entities.
10. The appeal shall be considered within 21 days of the date of its receipt. In justified cases, in particular when during considering the appeal it is necessary to inspect the Participant or the Installation, the deadline for the appeal processing may be extended, of which the Administrator shall inform the Participant in writing. The deadline for considering the appeal cannot exceed a total of 45 days from the date of its receipt.
11. If the appeal is denied, the Participant may request legal dispute with the Administrator to be referred to the Court of Arbitration at the Polish Chamber of Commerce in Warsaw. This provision of the Rules constitutes an arbitration clause regarding a dispute in the performance of the Participation Agreement, with respect to the Participant's and the Administrator's performance of their obligations under the Agreement.
12. The maximum period of suspension of a Participant is 8 months. This period does not include the period during which a dispute concerning the suspension is pending before the Arbitration Court.
13. Suspension does not take away ownership and disposition rights to the GSS Units.

[Participation] Resignation, Exclusion of Participant

1. The Participant is entitled to submit a statement of intent to terminate participation in the Scheme.
2. The effect of the termination takes place within 30 days from the date of submitting the declaration.
3. The parties may agree to terminate the participation agreement early.
4. Termination is made by sending an email to the Administrator.
5. Termination of participation shall not relieve the Participant of the obligation to perform its obligations (both monetary and non-monetary) arising prior to the date of such declaration, including but not limited to the payment of any fees or payments, related to participation in the System, which have not been paid or performed.
6. Exclusion and resignation from GSS CERT does not remove ownership and disposition rights to the GSS Units.
7. GSS may exclude a Participant from the System in following situations:
 - a. Failure by the Participant to remove the consequences of incidents or circumstances causing the Participant's suspension within the previously designated timeframes.
 - b. Exceed the maximum period provided for a Participant's suspension.
 - c. Committing a prohibited act by a Participant in connection with participation in the System.
 - d. The Participant's act or omission causing the irregularity.

[PARTICIPATION - SALES ACCOUNTING].

[Participation] Participant billing

1. The Administrator reserves the right to make bank transfers settling the sold issue only to a previously verified bank account, belonging to the Participant.
2. The Administrator reserves the right to set off mutual settlements without prior consent of the Participant.

[OPERATIONS ON ORIGINAL GSS UNITS].

[Operations on GSS Units] Creation of GSS units

The verified GHG reduction or absorbed GHG emissions, along with a report of the calculation and the exact versions of the parameters and algorithm, are automatically stored within the smart contract in the blockchain. In this way, a GSS Unit is created.

[GSS Unit Operations] GSS Unit Registration

The calculated number of GSS Units is stored in the Registry and in the blockchain.

[GSS Unit Operations] Assignment of GSS units to owner

1. The created GSS Unit is recorded in the Account of the Participant who owns it.
2. The GSS Unit assigned to a Participant is, for purposes of the Regulations, the Initial GSS Unit.
3. The System, as specified in the participation agreement, records the appropriate number of GSS Units in the Participant's account and the appropriate number of GSS Units in the Administrator's account.

[GSS Unit Operations] Change of Ownership of Initial GSS Units

1. A change in ownership of the Initial GSS Units may occur pursuant to a GSS Units Order, created by the Participant.
2. The change of ownership of a GSS Unit takes place through a Transaction.

3. The Account of the Purchaser who became the owner shows the GSS Units that passed to him.

[GSS IT; Registry] Placing orders - cancellation of sell orders

1. User may cancel an active, not yet fully executed Sales Order at any time.
2. The Sales Order is marked as cancelled after it has been correctly processed by the Platform.
3. Cancellation of a Sales Order does not change the status and does not affect the validity of the Transactions executed on its basis.
4. Cancellation of the Sale Order is not possible if any Units issued by the Participant have been reserved by the Administrator for the purpose of executing the Order.

[GSS IT; Registry] Placing orders - expiration of sell orders

1. A Sales Order created by a Participant will automatically expire no later than the day following its validity date.
2. The number of Initial GSS Units returned to the Participant's disposal relates to those GSS Units for which no Transactions have been executed.
3. If any GSS Units issued in an Order for sale are in the Basket at the time of expiration of the Order, they will return to the Participant's disposal upon expiration of the Basket or, if the execution of the Basket is finalized as a Transaction, they will be settled at the price of the Sale Order.

[Operations on GSS Units] Assignment of GSS units to owner

1. The created GSS Unit is saved in the Owner's Account.
2. The System, as set forth in the Participation Agreement, records the appropriate number of GSS Units in the Participant's account and the appropriate number of Units in the Administrator's account.

END