

PTSD
Contractor: Future Perfect
Contract # 07-729

FUNDING FISCAL YEAR	FY 07/08	
TERM	06/30/08-12/31/09	
PCA	72720	
LINE ITEM/OBJECT	418.20	TOTAL

DESCRIPTION	Develop training material	
Contract \$	\$ 200,000.00	\$ 200,000.00
		\$ -
		\$ -

Total, Contract	\$ 200,000.00	\$ 200,000.00
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Payments to Contractor:

Inv. #	Inv. Date	Ser Per		C/S
FP00127	3/12/2009		25,000.00	25,000.00 C080711 ✓
FP00126	3/12/2009		25,000.00	25,000.00 C080791 ✓
FP00171	3/31/2009		25,000.00	25,000.00 C080791 ✓
FP00189	4/17/2009		50,000.00	50,000.00 C080791 ✓
FP00197	5/11/2009		75,000.00	* 75,000.00 C080851 * missing

(2)

Total, Payments	\$ 200,000.00	\$ 200,000.00
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Balance Available to Pay Contractor	\$ -	\$ -
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Balance Must Be Spent By: 6/30/2010 6/30/2011 6/30/2012

Notes:

Contract Manager: Doug Thompson

35

8
C080711

ROYD MAR 28 2009

Future Perfect Ltd
a subsidiary of General Physics (UK) Ltd

Invoice



Corporate Services
Future Perfect Ltd
C/o General Physics (UK) Ltd
Unit 2 Bredbury Business Park
Bredbury Parkway
Bredbury
Stockport
SK6 2SN

Contact: Peter Barden
DDI Phone: 07879 430148
Tel: +44(0) 161 406 4880
Fax: +44(0) 161 406 4881
Registered in England No. 04893961

VAT Reg. No. GB 880 9813 85

Air Resources Board
Attn: Accounting Section
PO Box 1436
Sacramento
CA 95812
USA

Invoice No	FP.00127
Date/Tax Point	12th March 2009
Your ref	107-729
Our ref	CA03-001-280

Description	Quantity	Unit Price	Total
Greenhose Gas Lead Verifier Training			
<i>Details of work completed:</i>			
• Session Fee 2nd installment			25000.00
<i>Details of expenses incurred:</i>			
•			

*Approved
Peter Barden*

	Goods Total	25,000.00
VAT Rate	0.0%	VAT Total
Currency	US\$	Invoice Total 25,000.00

Bank Details - Future Perfect Ltd	SWIFT: LOYD GB 2L
Lloyds TSB Bank plc	IBAN: GB17 LOYD 309305 01372347
Ely Business Centre	BIC No: LOYD GB 21265
PO Box 383	Sort Code: 30-93-05
Cambridge CB3 0NZ	Account No: 01372347

Email remittances to: UKAR@gpworldwide.com

Future Perfect Ltd
a subsidiary of General Physics (UK) Ltd

Invoice

Future Perfect
Sustainability management for business

Corporate Services
Future Perfect Ltd
C/o General Physics (UK) Ltd
Unit 2 Bredbury Business Park
Bredbury Parkway
Bredbury
Stockport
SK6 2SN

This invoice has been checked against our records and found to be the original claim presented for payment, and payment has not been previously made. We have recorded this payment to prevent a duplicate payment later.

Contact: Peter Barden
DDI Phone: 07879 430148
Tel: +44(0) 161 406 4880
Fax: +44(0) 161 406 4881
Registered in England No. 04893961

[Signature]
Accounting Officer

VAT Reg. No. GB 880.9813 85

Air Resources Board
Attn: Accounting Section
PO Box 1436
Sacramento
CA 95812
USA

Invoice No	FP 00126
Date/Tax Point	12th March 2009
Your ref	07-729
Our ref	CA03-001-280

Description	Quant
<u>Greenhose Gas Lead Verifier Training</u>	
<i>Details of work completed:</i>	
• Initial Session Fee	
	25,000.00 +
	25,000.00 +
	50,000.00 +
<i>Details of expenses incurred:</i>	
•	003
	100,000.00 *

28 2009

VAT Rate	0.0%	Goods Total	25,000.00
Currency	US\$	VAT Total	
		Invoice Total	25,000.00

Bank Details: Future Perfect Ltd	SWIFT: LOYDGB2L
Lloyds TSB Bank plc	IBAN: GB17 LOYD 309305 01372347
Ely Business Centre	BIC No: LOYDGB21265
PO Box 383	Sort Code: 30-93-05
Cambridge CB3 0NZ	Account No: 01372347

Email remittances to: UKAR@gpworldwide.com

Terms 30 days net from invoice date

Harman, Guy@ARB

From: Sahota, Rajinder@ARB
Sent: Tuesday, May 26, 2009 9:21 AM
To: Harman, Guy@ARB
Subject: FW: Invoice 126
Attachments: 00126.pdf

Guy-
Please go ahead and pay this invoice.

Thanks, Rajinder

Miss Rajinder Sahota, Manager
Climate Change Verification and Protocol Section
1001 I Street
Sacramento, CA 95812
phone: 916.323.8503 fax 916.327.8524

From: Webster, Doreen [mailto:DWebster@GPWorldwide.com]
Sent: Friday, May 15, 2009 1:50 AM
To: Sahota, Rajinder@ARB
Subject: Invoice 126

Hi Rajinder

Please find attached a copy of the invoice you have not received. If you need any more information please contact me.

Regards
Doreen

Doreen Webster
Administrator

Future Perfect Ltd
General Physics (UK) Ltd
Unit 2 Bredbury Business Park
Bredbury Parkway
Bredbury
Stockport SK6 2SN

Tel. 0161 406 4880
Fax: 0161 406 4881
IP Phone: 64882
email: dwebster@gpworldwide.com

Future Perfect Ltd
 a subsidiary of General Physics (UK) Ltd

Invoice



Corporate Services
 Future Perfect Ltd
 C/o General Physics (UK) Ltd
 Unit 2 Bredbury Business Park
 Bredbury Parkway
 Bredbury
 Stockport
 SK6 2SN

Contact: Peter Barden
 DDI Phone: 07879 430148
 Tel: +44(0) 161 406 4880
 Fax: +44(0) 161 406 4881
 Registered in England No. 04893961

VAT Reg. No. GB 880 9813 85

Air Resources Board
 Attn: Accounting Section
 PO Box 1436
 Sacramento
 CA 95812
 USA

Invoice No	FP 00126
Date/Tax Point	12th March 2009
Your ref	07-729
Our ref	CA03-001-280

Description	Quantity	Unit Price	Total
Greenhose Gas Lead Verifier Training			
<i>Details of work completed:</i>			
• Initial Session Fee			25000.00
<i>Details of expenses incurred:</i>			
•			

RCVD MAY 26 2009

VAT Rate	0.0%	Goods Total	25,000.00
Currency	US\$	VAT Total	
		Invoice Total	25,000.00

Bank Details - Future Perfect Ltd Lloyds TSB Bank plc Ely Business Centre PO Box 383 Cambridge CB3 0NZ	SWIFT: LOYD GB 2L IBAN: GB17 LOYD 309305 01372347 BIC No: LOYD GB 21265 Sort Code: 30-93-05 Account No: 01372347
--	--

Email remittances to: UKAR@gpworldwide.com

Terms 30 days net from invoice date

Future Perfect Ltd
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Invoice



Future Perfect
 Sustainability management for business

Corporate Services
 Future Perfect Ltd
 C/o General Physics (UK) Ltd
 Unit 2 Bredbury Business Park
 Bredbury Parkway
 Bredbury
 Stockport
 SK6 2SN

This invoice has been checked against our records and found to be the original claim presented for payment, and payment has not been previously made. We have recorded this payment to prevent a duplicate payment later.

7000 APR 15 2009
 Contact: Peter Barden
 DDI Phone: 07879 430148
 Tel: +44(0) 161 406 4880
 Fax: +44(0) 161 406 4881
 Registered in England No. 04893961


 Accounting Officer

VAT Reg. No. GB 880 9813 85

Air Resources Board
 Attn: Accounting Section
 PO Box 1436
 Sacramento
 CA 95812
 USA

Invoice No	FP 00171
Date/Tax Point	31st March 2009
Your ref	07-729
Our ref	CA03-001-280

Description	Quantity	Unit Price	Total
Greenhose Gas Lead Verifier Training			
<i>Details of work completed:</i>			
• Session Fee 3rd installment			25000.00
<i>Details of expenses incurred:</i>			
			

Goods Total	25,000.00
VAT Rate	0.0%
VAT Total	
Currency	US\$
Invoice Total	25,000.00

Bank Details - Future Perfect Ltd	SWIFT: LOYD GB 2L
Lloyds TSB Bank plc	IBAN: GB17 LOYD 309305 01372347
Ely Business Centre	BIC No: LOYD GB 21265
PO Box 383	Sort Code: 30 93 05
Cambridge CB3 0NZ	Account No: 01372347
Email remittances to: UKAR@gpworldwide.com	

Harman, Guy@ARB

From: Sahota, Rajinder@ARB
Sent: Friday, May 08, 2009 8:58 AM
To: Harman, Guy@ARB
Subject: RE: Invoice Approvals: Future Perfect #FP 00171, & FR 00189

Guy, can we go ahead and pay the 25K invoice for now? I'm waiting on a deliverable for next week and want to hold off until then for the 50K invoice. Please let me know if you are ok with this.

Thanks, Rajinder

Miss Rajinder Sahota
Manager, Climate Change Verification and Protocols
California Air Resources Board
1001 I Street Sacramento, CA 95812
916-323-8503

-----Original Message-----

From: Harman, Guy@ARB
Sent: Wednesday, May 06, 2009 7:33 AM
To: Sahota, Rajinder@ARB
Subject: Invoice Approvals: Future Perfect #FP 00171, & FR 00189

If charges are correct please approve attached invoices as soon as possible via e-mail.

Thank You

Guy Harman
Accountant I (Specialist)
California Air Resources Board
Phone (916) 322-9390
Fax (916) 322-9612

-----Original Message-----

From: sharpcopier@arb.ca.gov [mailto:sharpcopier@arb.ca.gov]
Sent: Wednesday, May 06, 2009 7:37 AM
To: Harman, Guy@ARB
Subject: Scanned image from Accounting Sharp Copier 20th Floor

DEVICE NAME: Accounting Sharp Copier 20th Floor
DEVICE MODEL: SHARP AR-M550U
LOCATION: 20th floor-South Side-Center

FILE FORMAT: PDF MMR(G4)
RESOLUTION: 300dpi x 300dpi

Attached file is scanned image in PDF format.
This file can be read by Adobe Acrobat Reader.
The reader can be downloaded from the following URL:

<http://www.adobe.com/>

Future Perfect Ltd
a subsidiary of General Physics (UK) Ltd

Invoice



Future Perfect
Sustainability management for business

Corporate Services
Future Perfect Ltd
C/o General Physics (UK) Ltd
Unit 2 Bredbury Business Park
Bredbury Parkway
Bredbury
Stockport
SK6 2SN

This invoice has been checked against our records and found to be the original claim presented for payment, and payment has not been previously made. We have recorded this payment to prevent a duplicate payment later.

Contact: Peter Barden
DDI Phone: 07879 430148
Tel: +44(0) 161 406 4880
Fax: +44(0) 161 406 4881
Registered in England No. 04893961

[Signature]
Accounting Officer

VAT Reg. No. GB 880 9813 85

Air Resources Board
Attn: Accounting Section
PO Box 1436
Sacramento
CA 95812
USA

Invoice No	FP 00189
Date/Tax Point	17th April 2009
Your ref	07-729
Our ref	CA03-001-280

Description	Quantity	Unit Price	Total
Greenhouse Gas Lead Verifier Training - Preparation			
<i>Details of work completed:</i>			
• Session Fee 4th instalment			50000.00
<i>Details of expenses incurred:</i>			
•			

Approved
[Signature]

VAT Rate 0.0%
Currency US\$

Goods Total	50,000.00
VAT Total	
Invoice Total	50,000.00

Bank Details - Future Perfect Ltd
Lloyds TSB Bank plc
Ely Business Centre
PO Box 383
Cambridge CB3 0NZ
SWIFT: LOYD GB 2L
IBAN: GB17 LOYD 309305 01372347
BIC No: LOYD GB 21265
Sort Code: 309305
Account No: 01372347
Email remittances to: UKAR@gpworldwide.com

Harman, Guy@ARB

From: Sahota, Rajinder@ARB
Sent: Tuesday, May 12, 2009 3:03 PM
To: Harman, Guy@ARB
Subject: RE: Invoice Approvals: Future Perfect #FP 00171, & FR 00189

Guy-

Please feel free to pay the second invoice that you had attached. We got our deliverable.

Thanks, Rajinder

Miss Rajinder Sahota
Manager, Climate Change Verification and Protocols
California Air Resources Board
1001 I Street Sacramento, CA 95812
916-323-8503

-----Original Message-----

From: Harman, Guy@ARB
Sent: Wednesday, May 06, 2009 7:33 AM
To: Sahota, Rajinder@ARB
Subject: Invoice Approvals: Future Perfect #FP 00171, & FR 00189

If charges are correct please approve attached invoices as soon as possible via e-mail.

Thank You

Guy Harman
Accountant I (Specialist)
California Air Resources Board
Phone (916) 322-9390
Fax (916) 322-9612

-----Original Message-----

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Sent: Wednesday, May 06, 2009 7:37 AM
To: Harman, Guy@ARB
Subject: Scanned image from Accounting Sharp Copier 20th Floor

DEVICE NAME: Accounting Sharp Copier 20th Floor
DEVICE MODEL: SHARP AR-M550U
LOCATION: 20th floor-South Side-Center

FILE FORMAT: PDF MMR(G4)
RESOLUTION: 300dpi x 300dpi

Attached file is scanned image in PDF format.
This file can be read by Adobe Acrobat Reader.
The reader can be downloaded from the following URL:

<http://www.adobe.com/>

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 07-729
REGISTRATION NUMBER 39000309 361305

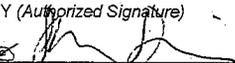
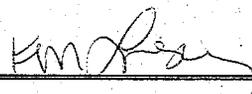
- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Air Resources Board (ARB)
CONTRACTOR'S NAME Future Perfect LTD, LLC dba Future Perfect Limited
- The term of this Agreement is: **June 30, 2008 through December 31, 2009**
- The maximum amount of this Agreement is: **\$ 200,000.00**
Two Hundred Thousand Dollars and No Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
Exhibit A, Attachment 1 – Contractor's Proposal	11 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B, Attachment 1 – Detailed Budget	1 page
Exhibit C* – General Terms and Conditions (GTC-307, effective date 3/28/07)	on-line
Exhibit D - Special Terms and Conditions	3 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <div style="border: 2px solid black; padding: 10px; text-align: center;"> APPROVED MAR - 5 2009 DEPT OF GENERAL SERVICES </div>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Future Perfect LTD, LLC dba Future Perfect Limited		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 14 Dec 2008	
PRINTED NAME AND TITLE OF PERSON SIGNING Peter Barden, Director		
ADDRESS Arden House, Hampton Court, Marsh Lane, Hampton-in-Arden, Solihull, West Midlands B92 0AJ United Kingdom		<input type="checkbox"/> Exempt per:
STATE OF CALIFORNIA		
AGENCY NAME Air Resources Board		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/22/08	
PRINTED NAME AND TITLE OF PERSON SIGNING SOCORRO WATKINS, Chief, Business Management Branch		
ADDRESS P.O. Box 2815 Sacramento, CA 95812		
Sharon Simmons Contract Services Section Manager Air Resources Board		

STATE-ARB

EXHIBIT A

SCOPE OF WORK

1. Background

The Global Warming Solutions Act of 2006 (Chapter 488, Statutes of 2006) requires the mandatory reporting and verification of greenhouse gases, and the Air Resources Board (ARB) has approved a regulation that includes third party verification of reported emissions. Contractor shall design a verification training program consistent with the requirements of the regulation.

2. Services

The contractor, Future Perfect Limited, shall provide the Air Resources Board (ARB) with ARB program specific verifier training material; and Contractor shall administer eight (8) separate five-day training sessions, handle training logistics, and develop and assemble training materials as detailed in Exhibit A, Attachment 1, Detailed Scope of Work:

3. Project Representatives

The project representatives during the term of this agreement will be:

State: Air Resources Board	Contractor: Future Perfect Limited
Unit: Planning & Technical Services Division	Unit: --
Contact: Doug Thompson, Manager	Contact: Peter Barden, Director
Address: 1001 I Street, 20 th Floor Sacramento, CA, 95812 USA	Address: Arden House, Hampton Court Marsh Lane, Hampton-in-Arden Solihull, West Midlands, B92 0AJ UK
Phone: 1 / 916 / 322-7062	Phone: 44 (0) 7879 430148
Facsimile: 1 / 916 / 327-8524	Facsimile: 44 (0) 1675 446301
Email: dthompson@arb.ca.gov	Email: peter.barden@fpsustainability.com

Direct all administrative inquiries to:

State: Air Resources Board	Contractor: Future Perfect Limited
Unit: Contract Services Section	Unit: --
Contact: Grace Parker	Contact: Gemma Brain
Address: 1001 I Street, 20 th Floor Sacramento, CA, 95812 USA	Address: Arden House, Hampton Court Marsh Lane, Hampton-in-Arden Solihull, West Midlands, B92 0AJ UK
Phone: 1 / 916 / 322-4349	Phone: 44 (0) 1675 446310
Facsimile: 1 / 916 / 327-2940	Facsimile: 44 (0) 1675 446301
Email: gparker@arb.ca.gov	Email: gemma.brain@fpsustainability.com

EXHIBIT A

SCOPE OF WORK

1. Background

The Global Warming Solutions Act of 2006 (Chapter 488, Statutes of 2006) requires the mandatory reporting and verification of greenhouse gases, and the Air Resources Board (ARB) has approved a regulation that includes third party verification of reported emissions. Contractor shall design a verification training program consistent with the requirements of the regulation.

2. Services

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State: Air Resources Board	Contractor: Future Perfect Limited
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Contact: Doug Thompson, Manager	Contact: Peter Barden, Director
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Phone: 1 / 916 / 322-7062	Phone: 44 (0) 7879 430148
Facsimile: 1 / 916 / 327-8524	Facsimile: 44 (0) 1675 446301
Email: dthompson@arb.ca.gov	Email: peter.barden@fpsustainability.com

Direct all administrative inquiries to:

State: Air Resources Board	Contractor: Future Perfect Limited
Unit: Contract Services Section	Unit: --
Contact: Grace Parker	Contact: Gemma Brain
Address: 1001 I Street, 20 th Floor Sacramento, CA, 95812 USA	Address: Arden House, Hampton Court Marsh Lane, Hampton-in-Arden Solihull, West Midlands, B92 0AJ UK
Phone: 1 / 916 / 322-4349	Phone: 44 (0) 1675 446310
Facsimile: 1 / 916 / 327-2940	Facsimile: 44 (0) 1675 446301
Email: gparker@arb.ca.gov	Email: gemma.brain@fpsustainability.com

**Exhibit A, Attachment 1
Contractor's Proposal
Greenhouse Gas Lead Verifier Training**

Greenhouse Gas Lead Verifier Training

Further to our recent discussions please find below our Engagement Letter for the proposed training programme for Lead Verifiers for the California Air Resources Board Programme. As discussed, we have summarised in the following paragraphs and attachments the objectives of our engagement and the nature of the service that we will provide to you.

1 Scope of the training programme

We will develop, in association with yourselves, a 5-day modular training programme aimed primarily at training verifiers in the technical skills necessary to conduct verification of reported data against the State of California "Regulation for the Mandatory Reporting of Greenhouse Gas Emissions", but equally applicable to the verification of GHG Data generally, and to non-financial data more widely. As a subsidiary requirement the course will assist data managers in preparing for verification by an approved verifier. Should there be significant demand for GHG Inventory Preparation from data managers then a specific programme aimed at data collation and reporting will be developed to run in parallel with the verification training programme, which will be subject to an additional Engagement Letter.

The agreed draft course outline is attached, but this can be subject to mutually agreed change to suit specific courses and venues (see Appendix 1). Whilst there is inevitably a significant component of "chalk and talk" we aim to make the course as practical and interactive as possible and hence have included a good proportion of discussions and workshop elements into the programme, to allow delegates both the opportunity to explore the issues and also to practice the practical skills involved in data verification. With that in mind we will restrict registrations to a maximum course size of 25 delegates supported by two tutors, as experience has shown that this provides the optimum balance of interaction and tutor support. Conversely, a group of anything less than 10 will not be financially viable, and will not be supported. In discussion with yourselves, it was also agreed that in the first instance a maximum of 20% (5 No.) places on each course would initially be allocated to reporting organisations with the balance being reserved for verification organisations.

It is understood that a process of prequalification for the course is mandated. We understand that this is to be carried out by the California Air Resources Board, and who will communicate the conclusions to both the prospective candidate and ourselves.

During the courses we will conduct a process of formal delegate assessment, which we believe to be fundamental to providing a credible basis for establishing verifier competence. This will consist of a process of continuous assessment of delegates during the course, linked to a final written examination to be completed on the final afternoon of the course. Satisfactory completion of both elements will be necessary to obtain a "Certificate of Passing" the Course. For those that fail to complete either elements of the Course a "Certificate of Attendance" will be issued. We are also

proposing to allow an opportunity GHG Lead Verifier Training Programme to re-sit the examination within a 6 month period of the date of finishing the course for those that fail the examination paper. Failure to pass the exam at the second sitting will necessitate the re-sitting of the entire course. A pass mark of 70% is proposed for the written examination.

The course certificates will be designed, in association with yourselves, and it is anticipated that they will carry both organisations' logos.

2 Course schedules

The current consideration is for the delivery of an initial programme of eight courses to be delivered in blocks of two. Further dates may be added by mutual agreement. It is also proposed that once the initial programme has been completed as above, that consideration be given to developing a "Train the Trainer" Programme for the potential development of US based trainers. This would be subject to a separate Engagement Letter.

3 Course presentation

Future Perfect will provide the tutors for the majority of the training, however, should the Air Resources Board wish to present during the training programme, this can be readily accommodated, in particular this would be advantageous for the presentation of sector specific details. The continuous assessment of delegates and the marking of the examination will be conducted by Future Perfect.

In terms of the public face of the programme, it is anticipated that this will be a joint-badged Air Resources Board and Future Perfect Limited training programme, for which we will require a high quality electronic copy version of the Air Resources Board logo in order to co-brand the training materials.

4 Materials

Future Perfect will provide all technical training materials (with the exception of any relevant Air Resources Board publications) this will include Course Delegate Manuals, Workshop Materials, Briefing Notes, and End of Course Examination. We will arrange for these to be produced and shipped to the venues prior to the commencement of the course.

Presentation materials will be in PowerPoint Format, and it is recommended that a template be developed that is joint-badged. The copyright of all training materials, with the exception of those provided by the Air Resources Board, will joint between Future Perfect Limited and the California Air Resources Board, use of the materials by a third party will be subject to joint agreement of both parties and a potential licensing arrangement.

5 Facilities

We will arrange suitable residential venues for the running of the courses. These are likely to be either residential conference facilities or hotels. The course venue will be

asked to provide a main seminar room, containing PowerPoint Projector, Dry Marker Board, and Flipchart facilities together with break out spaces to allow delegates to work more comfortably in the workshop elements of the programme.

It is recommended that the venues be residential facilities, which permits the possibility of evening work, although delegates will have the option of arranging their own accommodation elsewhere, should they so chose. In either situation the accommodation and subsistence costs will be to the delegates own account.

6 Independence

We would stress that Future Perfect Limited is a UK based independent environmental and sustainability consultancy providing advice and verification support to a wide range of clients. We are neither an accredited verification company in our own right, nor are we aligned with any specific provider of verification services.

We have, however, either worked with, or provided training to, the majority of the key verification service providers in the UK/Europe, in some cases advising on the development of their accredited verification management systems for both UK & EUETS purposes, and for CDM/JI. In addition to which, we are working with regulators and accreditation bodies in EU member states on the development of guidance, protocols and accreditation processes for Emissions Accounting and Verification. We have provided verifier training for the California Climate Action Registry. As such we have a considerable breadth of understanding of the verification market globally. A copy of our corporate profile is attached for information and corporate references can be provided.

7. Miscellaneous

Your primary point of contact for the contract will be Mr. Peter Barden who will coordinate all aspects of the relationship between Future Perfect Limited and the Air Resources Board, and will act as Programme Lead Tutor. In addition, our Directors Lucy Candlin and Mark Miller will be utilised as Lead Course Tutors.

Candidate course fees will be payable in advance of the course date to which they relate, and a place will not be confirmed until full payment has been made. A formal cancellation policy will be agreed with the California Air Resources Board and notified to all potential candidates.

**CARB Lead Verifier Training Draft Course Outline
 Timetables**

Session	Time	Title	Details	Time	
Day 1 (Module 1 – Basic GHG Audit Skills)					
1	09:30 – 10:00	Arrivals, Registrations & Coffee		00:30	
2	10:00 – 10:30	Course Introduction		00:30	
3	10:30 – 11:30	History and Context of Carbon Reporting	To include: 1 – Background 2 – Legal Framework 3 – Guidance	01:00	
	11:30 – 11:45		BREAK	00:15	
4	11:45 – 12:30	Introduction to the Mechanics of Emissions Reporting and Trading	To include: 1 – Principles of “cap and trade” 2 – ERU/CRU 3 – Financial Markets	00:45	
	12:30 – 13:30		LUNCH	01:00	
5	13:30 – 14:00	The Role of the Verifier (Why Audit?)	Discussion Session	00:30	
6	14:00 – 14:30	What is an Audit?	Discussion Session	00:30	
7	14:30 – 15:15	Initiating an audit	To include: 1 – Commissioning an audit 2 – Scope 3 – Criteria 4 – Audit Structure	00:45	
	15:15 – 15:30		BREAK	00:15	
8	15:30 – 16:00	Links to GHG Assurance	Discussion Session	00:30	
9	16:00 – 16:45	Conducting an Audit	To include: 1 – Audit Team 2 – System/Compliance Audit 3 – Document Review	00:45	
10	16:45 – 17:00	Workshop 1 (Overnight)	Document Review	00:15	
11	17:00 – 17:15	Questions & Close of the Day		00:15	07:45

Session	Time	Title	Details	Time	
Day 2 (Module 1 – continued)					
12	08:30 – 08:45	Recap of Day 1 & Intro to Day 2		00:15	
13	08:45 – 09:15	Workshop 1 Feedback	<i>Feedback & discussions</i>	00:30	
14	09:15 – 10:00	Audit Planning	to include verifier competences	00:45	
15	10:00 – 11:00	Workshop 2 (Audit Planning)	Create a plan & checklist	01:00	
	11:00 – 11:15	<i>BREAK</i>		00:15	
16	11:15 – 11:45	Workshop 2 Feedback	<i>Feedback & discussions</i>		
17	11:45 – 12:15	Communications	To include 1 – Opening Meetings 2 – Communications during the audit 3 – Closing Meetings	00:30	
	12:15 – 13:15	<i>LUNCH</i>		01:00	
18	13:15 – 14:00	Collecting and verifying evidence	To include discussion session Sampling	00:45	
19	14:00 – 14:30	Audit Findings		00:30	
20	14:30 – 15:15	Workshop 3 (Audit Findings)		00:45	
	15:15 – 15:30	<i>BREAK</i>			
21	15:30 – 16:00	Workshop 3 Feedback	<i>Feedback & discussions</i>	00:30	
22	16:00 – 16:30	Video		00:30	
23	16:30 – 17:00	Outstanding Issues		00:30	
24	17:00 – 17:15	Questions & Close of the Day		00:15	08:45

Session	Time	Title	Details	Time	
Day 3 (Module 2 – CARB System Basics)					
1	09:30 – 10:00	Arrivals, Registrations & Coffee		00:30	
2	10:00 – 10:30	Course Introduction		00:30	
3	10:30 – 11:15	CARB Regulations and Key Players	To include 1 – Overview of regulation 2 – Key Players 3 – Potential Future Developments 4 – Financial implications? 5 – Verifier approval	00:45	
	11:15 – 11:30		BREAK	00:15	
4	11:30 – 12:30	The Principles of Monitoring and Reporting (1)	To include: 1 – Definition of Emissions 2 – Calculation of Emissions 3 – QA & QC	01:00	
	12:30 – 13:30		LUNCH	01:00	
5	13:30 – 15:00	Workshop 4	Emissions Calculations. <i>Case study examples and data to calculate emissions and understand the process of calculation.</i>	01:30	
	15:00 – 15:15		BREAK	00:15	
6	15:15 – 16:00	Workshop 4 Feedback	<i>Feedback & discussions</i>	00:45	
7	16:00 – 16:30	The Principles of Monitoring and Reporting (2)	To include 1 – Boundary issues 2 – Baseline determination 3 – Monitoring and Reporting Plans 4 – Periodic Emissions Reporting	00:30	
8	16:30 – 17:00	Outstanding issues		00:30	
9	17:00 – 17:15	Questions & Close of the Day		00:15	07:45

Session	Time	Title	Details	Time
Day 4 (Module 2 – continued)				
10	08:30 – 08:45	Recap of Day 3 & Intro to Day 4		00:15
11	08:45 – 10:00	Key Principles of Verification (1)	Generally agreed principles – Accuracy, Completeness, Materiality, etc. Plus audit techniques and tools	01:15
12	10:00 – 10:45	Overview of the Verification Process	To include: 1 – Overview 2 – Contact Review 3 – Strategic Analysis 4 – Risk Assessment 5 – Planning	00:45
13	10:45 – 11:00	Workshop 5	<i>Risk Assessment. Case studies to assist in identifying key reporting and verification risks to be managed.</i>	00:15
	11:00 – 11:15		BREAK	00:15
13	11:15 – 12:00	Workshop 5 (continued)		00:45
14	12:00 – 12:30	Workshop 5	Feedback & discussions	00:30
	12:30 – 13:30		LUNCH	01:00
15	13:30 – 14:30	The Tools and Techniques of Verification	<i>Management and implementation of key assurance stages – management environment, measurement equipment, data sampling, evidence packs, etc. Potential problems, issues, missing data, etc.</i>	01:00
16	14:30 – 15:00	Workshop 6	Missing data – scenarios and possible solutions	00:30
	15:00 – 15:15		BREAK	00:15
16	15:15 – 15:30	Workshop 6 (continued)		00:15
17	15:30 – 16:00	Workshop 6	Feedback & discussions	00:30
18	16:00 – 16:30	Errors & issues with metering & measurement systems		00:30
19	16:30 – 17:00	Workshop 7 (Overnight)	<i>Data analysis – case studies – emissions reports for verification against detailed</i>	00:30

			<i>calculation spreadsheets. Understanding spreadsheets, formulae, emissions factor calculation, etc.</i>		
20	17:00 – 17:15	Questions & Close of the Day		00:15	08:45

Session	Time	Title	Details	Time	
Day 5 (Module 3 – Sector Specific Skills)					
1	08:30 – 08:45	Recap of Day 4 & Intro to Day 5		00:15	
2	08:45 – 09:15	Workshop 7	Feedback & Discussions	00:30	
3	09:15 – 09:45	Completing the Verification	To include: 1 – Reporting 2 – Internal Technical Review	00:30	
4	09:45 – 10:00	Other Management Systems & Controls	To include: 1 – Background 2 – Legal Framework 3 – Guidance	00:15	
5	10:00 – 11:00	Sector Specific Details	Trainees to choose 1 of: a) Power Utilities b) Oil Refineries	01:00	
	11:30 – 11:45		BREAK	00:15	
6	11:15 – 12:30	Sector Specific Details	Trainees to choose 1 of: a) Oil Refineries (continued) b) Cement	01:15	
	12:30 – 13:30		LUNCH	01:00	
	13:30 – 13:45	Final questions & answers		00:15	
	13:45 – 14:00	Course Wrap-up		00:15	
	14:00 – 16:00	Examination		02:00	
	16:00 – 16:15		REFRESHMENTS	00:15	
	16:15		Course Close		07:45

Note: Whilst we are happy to adapt our existing case studies and scenarios to the Californian situation, we would welcome input from the Air Resources Board to supplement any special case requirements.

CARB Lead Verifier Training (5-Day) Services

Task			Contractor	CARB
		Course Marketing and trainee bookings		
1	a	Course Marketing	Assistance with the development of materials, and program	Management of marketing and promotion of training program
	b	Booking and Management of Trainees	Course bookings and logistics	
		Course 1 & 2 – Sacramento Area		
2	a	Delivery of 5-Day Course Programs	2 Senior Tutors to be provided	
	b	Provision of Course Materials	Materials to be provided	
	c	Marking of examination	To be marked remotely	Trainees to be notified of results
		Course 3 to 8 – Sacramento & Los Angeles Areas (tbc)		
3	a	Delivery of 5-Day Course Programs	2 Senior Tutors to be provided	
	b	Provision of Course Materials	Materials to be provided	
	c	Marking of examination	To be marked remotely	Trainees to be notified of results
		Facilities		
4	a	All domestic arrangements including course venue and breakout rooms to be provided.	Training venues to be arranged	
	b	PowerPoint projector and flipcharts to be provided.	Training venues will provide	
	c	Hotel accommodation to be arranged for tutors and trainees, as appropriate	Accommodation to be arranged	

CARB Verification Tasks List

Item	Task	Contractor	CARB
1	Develop verifier applications		Use CEC as start
2	Develop website with applications and process information on verifier training	Link to website for bookings to be established	Central site with all verification information
3	Develop Training (sector, lead, and general)	Develop program	Review Program
4	Schedule training	Arrange training schedule	Agree to training schedule
5	Training Materials	Develop and produce materials	Contribute to the development of, and review of materials
6	Training facilities	Arrange venues	Agree to venues
7	Update website to provide times and locations of training	Link to website	Update CARB website
8	Screen applications for training		Review applications & appeals process
9	Develop rosters (shortlists) for training sessions		Maintain shortlists
10	Accept payment for training	Handle all payments	
11	Provide training	2 trainers per course	Act as observer
12	Provide Exit Examination	Written examination	
13	Grade Examinations	Mark examination	
14	Notify trainees of examination results	Notify CARB	Notify trainees
15	Update ARB list of certified verifiers		Internal Listing
16	Develop verification body applications		Develop process
17	Screen applications from verification bodies		Screen applications
18	Notify application of screening results		Notify candidates
19	Update ARB website verification body list		Update listing

Personnel (Training Providers) Summary Details

Future Perfect Limited offers its clients advisory support and services in relation to climate change, environmental, health & safety and increasingly social aspects of their business performance, aligned to the financial and legal aspects of enterprise management.

Future Perfect's team have all worked in the past with major certification and consulting organizations in Europe and elsewhere including most recently KPMG. Since 2000 they have been involved in the delivery of high level GHG assurance for BP's global internal trading system and external reporting; developed and run accredited GHG verification services for the UK Emissions Trading Scheme, UK Climate Change Levy and EU Emissions Trading Scheme Baseline and Annual Emissions Reporting. Future Perfect's team have been witnessed and approved by the UK Accreditation Service, conducting verifications for the EU-ETS on behalf of a number of international Certifiers; they also provide Lead Verifier Training in relation to the Kyoto Mechanisms, EU-ETS and GHG accounting having delivered GHG Lead Verifier training to some 250 verifiers across 50 countries internationally.

Further information is available at: www.fpsustainability.com

TUTORS

Peter Barden MSc, MBA, C.Env, FIEMA -a forester by training, Peter spent 15 years working in the timber and construction industries before joining SGS Forestry to develop the original forest certification program and to work on carbon sequestration projects; since then he has spent over 10 years involved in developments for ISO14001, SA8000 and emissions accounting/trading programs with both SGS and KPMG. Since founding Future Perfect, Peter has audited/inventoried the emissions accounts of over 150 installations, as well as training some 350 trainees on GHG accounting and assurance techniques.

Lucy Candlin MSc, C.Env, FIEMA -an ecologist by training, Lucy spent 8 years working with conservation NGOs before moving into technical environmental consulting in both Europe and Asia focusing on environmental risk and performance management. She joined KPMG in 2000 to work on assurance of non-financial performance and programs and in particular emissions accounting/trading, for which she developed internal mechanisms for the UK-ETS, CCLA and EU-ETS mandatory emissions programs. Since 2000, Lucy has conducted over 150 emissions audits/inventories, established accredited GHG verification processes for certification bodies as well as training some 350 trainees on GHG accounting and assurance techniques.

Mark Miller BA Hons, PGD, IEng, MIEIE, FRSA -an engineer by training, Mark spent 15 years working in the aviation and electronics industry on projects relating to Engineering, Quality Management, Information Security and software project assurance. He then joined SGS as Global Manager responsible for creation, management and delivery of large scale assurance schemes including SA8000, BSE Traceability and software quality assurance. In 2000 he joined KPMG to set up their independent certification business focusing on information security and emissions accounting/trading and as a Director of Global Sustainability Services in London. Since founding Future Perfect, Mark has conducted over 40 emissions audits as well as training some 120 trainees on GHG accounting and assurance techniques.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the Detailed Budget outlined in Exhibit B, Attachment 1.
- B. Invoices shall include the agreement number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Air Resources Board
Attn: Accounting Section
P.O. Box 1436
Sacramento, CA 95812

- C. The State may withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's determination that the Contractor has satisfactorily completed all of the required services as itemized on the invoices. If it is determined that an amount is withheld, it shall be released pending final completion of the contract.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. The State will promptly notify Contractor if the Budget Act does not appropriate sufficient funds for the program.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B, ATTACHMENT 1
DETAILED BUDGET
Greenhouse Gas Lead Verifier Training

Note: Travel and Subsistence. Travel costs include expenses incurred by employees for transportation, lodging, per diem, and related items while traveling on official business necessary for the contract. Travel expenses must be set at the same rate specified by the California Department of Personnel Administration (DPA) for State employees. It is the contractor's responsibility to know and abide by the State rate established by DPA.

Travel and Per Diem:

Travel: 4 roundtrips from the United Kingdom to California

Lodging and Subsistence: each trip will last two weeks.

Number traveling: 2-3 per trip

Course Development and Delivery

Travel:

Total travel as described above.....\$22,800

Deliverable Product:

ARB program specific training material.....\$66,500

Estimated Budget Breakdown:

Course Preparation

230 hours @ \$76.00/hr.....\$17,480

Course Delivery

800 hours @ \$77.50/hr..... \$62,000

Exam Marking

300 hours @ \$76.00/hr.....\$22,800

Training Manual

220 @ \$28.50/manual.....\$ 6,270

Other Material

220 @ \$9.75/other.....\$ 2,145

Total Estimate\$199,995

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with ARB Contract Services Section within ten (10) days of discovery of the problem. Within ten (10) days, ARB shall meet with the Contractor and Project Representative for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which are not affected by the dispute.

3. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Contractor shall not subcontract any services under this Agreement without prior approval of the State.

4. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

Exhibit D continued

5. Termination

- A. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
- C. Upon receipt of the invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved, actually-incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all noncancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.

6. Amendments

ARB reserves the right to amend this agreement for additional time and/or additional funding.

7. Travel and Per Diem

- A. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to State of California employees or verification supplied that indicates such rates are not available to Contractor. All travel reimbursements and per diem shall be at the rates set by Department of Personnel Administration. Currently, State of California travel rates are posted on the internet at:
<http://www.dpa.ca.gov/personnel-policies/travel/employees.htm>
- B. No travel outside of the State of California shall be reimbursed unless prior written authorization is obtained from the State.

8. Confidentiality

It is expressly understood and agreed that information Contractor receives from State in performing its obligations under this Agreement may be deemed confidential by State. Therefore, Contractor agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
- B. Ensure that Contractor's employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.

Exhibit D continued

- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
- D. Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.