



VCS Procedural Document:
***Application Procedures for Prospective VCS
Registries***

Version 1.0

1. INITIAL CONTACT

- 1.1 The interested party (the "**Prospective Registry**") submits a formal letter to the VCSA expressing its interest in becoming a VCS Registry.
- 1.2 The VCSA provides the Prospective Registry with a document outlining key VCS Registry Requirements, extracted from Schedules 1, 2 and 3 of the Registry Agreement (the "**Registry Criteria**"), the template expression of interest ("**EOI**"), and the non-disclosure, non-competition and non-circumvention agreement (the "**NDCA**").¹

2. FORMAL EXPRESSION OF INTEREST

- 2.1 The Prospective Registry submits both a completed and signed NDCA and EOI to the VCSA, as well as a description of the Prospective Registry's capabilities in relation to the VCS Registry Criteria and alternative proposals to address in an equivalent (or better) manner those Registry Criteria that it cannot meet (the "**Alternative Proposals**").
- 2.2 The Prospective Registry pays a non-refundable USD 5,000 fee for the VCSA's assessment of the EOI (the "**Assessment Fee**"). In the EOI the Prospective Registry also agrees (a) that in the event that any of its Alternative Proposals are rejected by the VCSA and the Prospective Registry decides to resubmit new Alternative Proposals, then the Prospective Registry will pay a further non-refundable USD 5,000 fee each time a resubmission is made for the VCSA's assessment of each such resubmitted Alternative Proposals (the "**Subsequent Assessment Fee**"), and (b) that it will pay a non-refundable USD 55,000 registration fee (the "**Registration Fee**") within a prescribed period of acceptance of the Document Pack (as defined below) should it decide to move forward with the application process.²

3. INITIAL FORMAL MEETING (OPTIONAL)

The VCSA and the Prospective Registry meet to discuss and assess its capabilities as described in the EOI and, as appropriate, its Alternative Proposals.

4. ACCEPTANCE PROCESS

- 4.1 The VCSA accepts the Prospective Registry's EOI and, as appropriate, Alternative Proposals (note this does not mean acceptance of the Prospective Registry as a Registry). In the event that the VCSA does not accept the Alternative Proposals, the VCSA issues a formal rejection of the Alternative Proposals. Should the Prospective Registry wish to resubmit Alternative Proposals, it will have to pay the Subsequent Assessment Fee.
- 4.2 The VCSA informs the other Registries of the Prospective Registry's interest in becoming a VCS Registry.
- 4.3 The Prospective Registry receives the "**Document Pack**", comprising copies of:
 - (a) the Registry Agreement;
 - (b) the Inter-Registry Agreement; and

¹ All documentation related to the VCS Registry System needs to be in English.

² The Fees indicated herein are not tax-deductible as charitable contributions, but registrants should consult their tax advisors about whether such Fees may be deductible as business expenses.

- (c) the Terms of Use for the VCS Project Database.
- 4.4 Within one calendar month of receipt of the Document Pack, the Prospective Registry confirms in writing its intention to proceed by providing the VCSA and the other Registries with a detailed capabilities statement (the "**Capabilities Statement**") referring to the VCS Registry Requirements set out in the Registry Agreement and responding to issues raised in regard to the VCS Registry model.
- 4.5 Within one calendar month of receipt of the Document Pack, the Prospective Registry pays the Registration Fee.
- 4.6 The Prospective Registry provides the VCSA with requested documentation and other evidence in support of the Capabilities Statement.
- 4.7 The VCS Board assesses the Prospective Registry's suitability as a VCS Registry and considers whether to accept the Prospective Registry's application.
- 4.8 If the VCS Board decides to accept the Prospective Registry, then the Prospective Registry enters into discussions with the other VCS Registries in order to accede to the Inter-Registry Agreement.
- 4.9 The VCS Registries inform the VCSA that the accession of the Prospective Registry to the Inter-Registry Agreement is ready to proceed.

5. CLOSING

- 5.1 The VCSA, VCS Registries and Prospective Registry agree a Go-Live Date.
- 5.2 The VCSA makes a site visit to provide 1 - 2 days of training for operations team.
- 5.3 The Prospective Registry demonstrates to the VCSA that it understands and can follow the VCS procedures.
- 5.4 The VCSA and the Prospective Registry sign the Registry Agreement subject to the conditions precedent set out in the Registry Agreement (the "**Conditions Precedent**").

6. INTER-REGISTRY AGREEMENT

The new VCS Registry accedes to the Inter-Registry Agreement. This is a Condition Precedent to the Registry Agreement going live.

7. GO-LIVE

Once the new VCS Registry has satisfied the Conditions Precedent set out in the Registry Agreement, the Prospective VCS Registry will become a VCS Registry and commence providing the Registry Services on the agreed Go-Live Date.

Schedule 1: Document History

| Version | Date | Comment |
|---------|------------|-----------------|
| v1.0 | 1 Mar 2010 | Initial version |