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Zero Emission Vehicle Infrastructure Program

Request for Project Proposals

Public Places, On-Street, Multi-Unit Residential Buildings, Workplaces and Light-Duty Vehicle Fleets

Applicant's Guide

Clean Fuels Branch

March 2021



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1 Zero Emission Vehicle Infrastructure Program

1.1 Description and Objective

Transportation accounts for a quarter of Canada's greenhouse gas emissions (GHG), of which almost half comes from passenger cars and light trucks. The Government of Canada is steadfast in its conviction that the electrification of Canada's light-duty vehicles as well as a shift to cleaner fuels are key to the decarbonisation of our transportation sector. In fact, Canada's strengthened climate plan, [A Healthy Environment and A Healthy Economy](#), highlighted that building a stronger, cleaner transportation system as Canada recovers from the pandemic, is an investment that will pay off — delivering economic and environmental benefits for decades to come.

This is why the Government of Canada has set ambitious federal targets of zero emission vehicles (ZEVs) reaching 10% of light-duty vehicles sales by 2025, 30% by 2030 and 100% by 2040 and invested over \$600 million to help make ZEVs more affordable and infrastructure more accessible. The 2020 Fall Economic Statement announced an addition \$150 million over three years to support more charging and hydrogen refuelling stations across Canada, and an additional \$287 million for vehicle purchase incentives, building upon previous investments.

Funded through Budget 2019 and the 2020 Fall Economic Statement, the **Zero Emission Vehicle Infrastructure Program (ZEVIP)** is a 5-year \$280 million program ending in 2024 and its objective is to address the lack of charging and refuelling stations in Canada; one of the key barriers to ZEV adoption, by increasing the availability of localized charging and hydrogen refuelling opportunities where Canadians live, work, and play.

This Request for Proposals (RFP) targets ZEV infrastructure projects in public places, on-street, multi-unit residential buildings, workplaces and light-duty vehicle fleets, as described below. Note that strategic ZEV infrastructure projects including medium and heavy duty vehicle fleets will be covered in a future RFP. You can view the [RFP Calendar on the program website for more details](#).

The notional funding allocation for this RFP is approximately \$40 million. NRCan reserves the right to change this allocation and funding is subject to there being an appropriation by Parliament for the fiscal year in which payments are to be made.

Public Places and On-street
<p>Public Places are defined as parking areas intended for public use.</p> <p>Parking areas can be privately or publicly owned and operated.</p> <p>Examples of public places include, but are not limited to: service stations; restaurants; arenas; libraries; medical offices; park and ride; etc.</p> <p>On-street and curbside charging infrastructure are considered a public place.</p>
Multi-Unit Residential Buildings (MURB)
<p>MURB residents face significant barriers to accessing charging in their homes and, as a result, becoming EV owners. This is due to the added administrative layers associated with buildings containing multiple residences, more complex technical requirements and associated higher costs. The ZEVIP is designed to help address these barriers.</p> <p>For the purpose of the ZEVIP, to be designated as a MURB the building must include a minimum of three (3) dwelling units.</p>
Workplaces
<p>Workplaces are defined as a location where employees perform duties related to a job.</p> <p>Charging infrastructure is installed in parking locations primarily used by the employees during working hours (may be open to public outside of working hours).</p> <p>Charging infrastructure installations in a private residence, even if a business is registered at the same address, are not included in this category.</p>
Light-Duty Vehicle Fleets
<p>Fleet vehicles are owned or leased by an organization and used in support of organizational or business operations and activities. Fleets are composed of multiple vehicles and are managed by common ownership.</p> <p>An example of a light-duty vehicle fleet is a fleet composed of taxis.</p>
Medium and Heavy-Duty Vehicle Fleets
<p>Fleets are owned or leased by an organization and used in support of organizational or business operations and activities. Fleets are composed of multiple medium or heavy-duty vehicles and are managed by common ownership.</p> <p>An example of a medium and/or heavy-duty vehicle fleet is a fleet composed of last-mile delivery vehicles.</p>

1.1.1 Definitions

The following provides definitions for key terms and expressions used throughout this document.

Charging Connector is the plug on the power cord that connects the supply device to the charging outlets on the electric vehicle.

EV charger is the device used to provide electricity to an electric vehicle for the purpose of charging the vehicle's onboard battery.

Connected EV Chargers are defined as having the ability to communicate to other chargers and/or to a server or the cloud through cellular/wireless signal or connected vehicle communications using software to report on usage and/or other capabilities such as providing real-time status of chargers.

1.2 Duration

Program funding is available starting April 1, 2019, to March 31, 2024.

1.3 Eligible Recipients

Legal entities validly incorporated or registered* in Canada including not-for-profit and for-profit organizations such as:

- Electricity or gas utilities
- Companies
- Industry associations
- Research associations
- Standards organizations
- Indigenous and community groups
- Academic institutions
- Provincial, territorial, regional or municipal governments or their departments or agencies where applicable

International legal entities validly incorporated or registered abroad* including for-profit and not-for-profit organizations such as:

- Companies
- Industry associations
- Research associations
- Standards organizations
- Academic institutions.

***With your application, please provide a copy of the articles of incorporation or registration to confirm that the organization is validly incorporated or registered. This is not required for provincial, territorial, regional, or municipal governments.**

NRCan encourages collaboration to meet the minimum number of EV chargers as required under Section 1.6 Eligible Projects. For example, multiple entities can partner; however, only one entity can submit the application. Should the project be selected for funding, the applicant

will be the signatory of the contribution agreement and will be responsible to meet all its requirements (e.g. repayability, reporting, submitting payment claims, progress reports, etc.).

For this RFP (targeting public places, on-street, MURBs, workplaces and light-duty vehicle fleets), NRCan does not permit third party delivery. Third party delivery is when an organization applies for funding as an Initial Recipient (Delivery Organization) with the objective of further distributing the funds to Ultimate Recipients. The Initial Recipient (Delivery Organization) runs its own selection process to select projects and ensures that the Program terms and conditions are met. **An RFP for third party delivery will be launched by the Program later in 2021.** You can view the [RFP Calendar on the program website for more details](#).

1.4 Maximum Funding Amount

NRCan's contribution through this Program will be limited to a maximum of **five million dollars (\$5,000,000) per Project**.

Financial support for Projects is based on the total amount of funds available for the Program and the Program timeframe. Funding is subject to there being an appropriation by Parliament for the Fiscal Year in which payments are to be made.

The Program will pay up to 50% of Total Project Costs, up to maximum amounts as shown in the following table:

Table 1: Maximum funding for type of infrastructure:

Type of Infrastructure	Output	Maximum Funding
Level 2 (208 / 240 V) connector	3.3 kW to 19.2 kW	Up to 50% of total project costs, to a maximum of \$5,000 per connector*
Fast charger	20 kW to 49 kW	Up to 50% of total project costs, to a maximum of \$15,000 per charger
Fast charger	50 kW to 99 kW	Up to 50% of total project costs, to a maximum of \$50,000 per charger
Fast charger	100 kW and above	Up to 50% of total project costs, to a maximum of \$75,000 per charger
Hydrogen refuelling station	Dispensing at 700 bar minimum	Up to 50% of total project costs, to a maximum of \$1,000,000 per site

* To calculate the funding for level 2 chargers, each connector can count as a unit towards the minimum of 20 chargers if each connector can charge a vehicle at the same time.

1.4.1 Electric Vehicle Fast Charger Projects Located in British Columbia

Projects in British Columbia (BC) that include electric vehicle fast chargers of 20 kW and above with SAE J1772 Combo (CCS) and CHAdeMO connectors and selected for funding under NRCan's Zero Emission Vehicle Infrastructure Program could also be eligible for additional non-repayable provincial funding.

The *CleanBC Go Electric Public Charger Program* could fund 25% of the Total Project Costs up to a maximum of \$5,000 per eligible fast chargers from 20 kW to < 50 kW and to a maximum of \$25,000 per eligible fast chargers from 50 kW and above. Funding is merit-based and limited to the funding envelope made available by the Province. For fast chargers in BC, if you would like to be considered for a provincial contribution, please include the provincial funding in the Budget Overview (worksheet 5.3) of the Application Form (Excel document). Proposals must reflect all government contributions.

Table 2: Electric vehicle charging infrastructure eligible for B.C. funding

Electric vehicle charging infrastructure		
Charger Type	Primary Use	B.C. funding amount (25%), or
Fast chargers > 50 kW	National Highway System, on-street and public places	Up to \$25,000
	Multi-unit residential buildings, workplaces and fleets	Not eligible for B.C. funding
Fast chargers 20 to 50 kW	National Highway System, on-street and public places	Up to \$5,000
Level 2	Multi-unit residential buildings and workplaces	https://goelectricbc.gov.bc.ca/
Proprietary chargers (L3 / L2)	All	Not eligible for B.C. funding

1.5 Stacking of Assistance

Prior to signing Contribution Agreements and continuously until the Projects are completed, Proponents will be required to disclose all Project funding sources, including contributions from other federal, provincial/territorial, and municipal governments and industry sources, whether that funding is firm or still in negotiations.

Total funding from all levels of government (e.g. federal, provincial/territorial and/or municipal) cannot exceed 75% of the Total Project Costs, unless the Proponent is a provincial, territorial or municipal government or their departments or agencies in which case the stacking limit is 100% of Project costs.

If the proposed total Canadian government assistance exceeds the limits set out above, Canada reserves the right to reduce its contribution to the Project until the stacking assistance limit is met. If total Canadian government assistance exceeds the limits set out above on the Project

Completion date, Canada reserves the right to recover the excess contribution from the Proponent.

Note: The government assistance referred to in these stacking limits does not include loans from governments or Crown agencies. For example, loans to the Project from governments or Crown agencies are not included in this calculation; however, if a preferential interest rate were obtained through government loans, the cost savings due to the preferential rate would be included. Clarifications will be provided on a case-by-case basis.

1.6 Eligible Projects

In order to be considered for funding, the Project must meet the following requirements:

- Increase localized charging or hydrogen refuelling opportunities in public places, on-street, in MURBs, at workplaces or for light-duty vehicle fleets in accordance to the definitions found in Section 1.1 of this guide;
- **For EV charging infrastructure projects**, your proposal must include:
 - a) A minimum of two (2) fast chargers of 50 kW and above; **OR**
 - b) If installing less than two fast chargers of 50 kW and above, a minimum of twenty (20) chargers of all charging levels.

For Level 2 chargers, each connector can count as a unit towards the minimum of 20 chargers if each connector can charge a vehicle at the same time.

- Other proprietary connector types may represent a maximum of 75% of all charging connectors installed at the same project site. The remaining balance (25% or more) must be universal charging connectors (J1772, J1772 Combo, and CHAdeMO) of the same category (i.e. Level 2 or fast charger);
- **For hydrogen refuelling projects**, the station must be capable of dispensing hydrogen at 700 bar minimum;
- The work performed must be in compliance with all applicable local codes (for example, building and electrical) and bylaws (for example, zoning and parking); and
- As the second wave of COVID-19 continues to cause supply chain disruptions and operational restrictions, the Program is now allowing up to an additional 12 months to complete projects. The project timeline must show completion within 30 months for charging infrastructure and within 36 months for hydrogen refuelling infrastructure from the date of contribution agreement signature. The distribution of Letters of Conditional Approval (LOCA) are expected in October 2021 and applicants of successful projects will have six (6) months after the date of the LOCA to sign a contribution agreement. (see Section 1.9 for information on timelines for Letters of Conditional Approval).

1.7 Eligible Zero Emission Vehicle Infrastructure Technologies

In order to be considered for funding, projects must:

- Be located in Canada;
- Be a permanent installation (mounted or fixed models);
- Be new and purchased equipment (not leased);
- Be for a new installation or expansion of an existing installation (not for the replacement of an existing installation);
- Be certified for use in Canada (e.g. CSA, UL, Interlink) and be commercially available.

In order to be considered for funding, **electric vehicle chargers must:**

- Include one or more of the following charging connector types:
 - SAE J1772 standard (Level 2 (208/240 V)
 - SAE J1772 Combo (for fast chargers)
 - CHAdeMO (for fast chargers)
 - Other proprietary charging connector types (See Section 1.6 for additional requirements with respect to other proprietary connector types).
- Be connected as defined in Section 1.1.1 of this guide.

In order to be considered for funding, the **hydrogen refuelling station must:**

- Be capable of dispensing hydrogen at 700 bar minimum.

Did you know that you can optimize your savings with ENERGY STAR® certified EV chargers?

[ENERGY STAR certified Electric Vehicle \(EV\) chargers](#) use 40% less energy in standby mode, while providing the same functionality as non-certified products and meeting safety requirements. Find ENERGY STAR certified models available in Canada using the [ENERGY STAR Product Finder tool](#).

1.8 Diversity and Inclusion Plan

NRCan is making sure that diversity and inclusion are at the centre of the green economy by collaborating with industry partners that are successful in their funding applications to submit a Diversity and Inclusion Plan. This plan is the first step to catalyze change within the broader ecosystem of sector partners.

In the Application form, applicants will be asked about the status of the Diversity and Inclusion Plan at their organization. Please note that applicant eligibility will not be based on the status of the organization's Diversity and Inclusion Plan.

Where there is no plan, NRCan will require that a Diversity and Inclusion Plan be pursued, which may include measures such as strict enforcement of corporate zero-tolerance policies related to discrimination or harassment against designated groups, existing or planned training to educate its workforce diversity and inclusion, statistics, approach for factoring gender and diversity into its supplier selection methods, funding advocacy groups or awareness activities that promote workforce diversity, etc.

Successful applicants will be asked to report progress on their plan and share information such as describing activities that have been undertaken to promote greater diversity and inclusion, and identifying opportunities and considerations for underrepresented groups in the organization.

1.9 Application and Project Timelines

Applicants must submit a complete application package using the templates provided in the Applicant's Package available on the Program's website. Only proposals for which all sections have been completed will be considered.

The following is the Program's schedule:	
Initiate the request for proposals	March 24, 2021
Submission deadline	June 22, 2021 (23:59 Eastern Daylight Time)
Assessment of proposals	July – September 2021
Funding decisions, letters of conditional approval (LOCA) and letters of regret	October 2021
Initiate negotiation and signature of Contribution Agreements (CA)	CAs must be signed by April 2022
Project completion date for electric vehicle chargers	Assuming the signing of the contribution agreement (CA) must be done by April 2022, the project timeline must show completion within 30 months* of the CA signature.
Project completion date for hydrogen refuelling stations	Assuming the signing of the contribution agreement (CA) must be done by April 2022, the project timeline must show completion within 36 months* of the CA signature.

*As the second wave of COVID-19 continues to cause supply chain disruptions and operational restrictions, the Program is now allowing up to an additional 12 months to complete projects.

The above schedule is subject to change. Any changes will be communicated to Applicants via the Program's [website](#).

1.10 Eligible and Ineligible Expenditures

Eligible Expenditures for an approved Project under the Program must be directly related to, and necessary for, the implementation and conduct of the Project and will include:

- Salary and benefits;
- Professional services (e.g. scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; maintenance; printing; distribution);
- Reasonable travel costs, including transportation, meals and accommodation;
- Capital expenses, including informatics and other equipment or infrastructure;
- Rental fees or leasing costs;
- License fees and permits;
- Costs associated with Environmental Assessments;
- GST, PST and HST net of any tax rebate to which the recipient is entitled; and
- Overhead expenses directly related to the Project will be considered to a maximum of 15% of Eligible Expenditures.

Ineligible Expenditures* for reimbursement under this Program will include:

- In-kind*;
- Land costs;
- Legal costs;
- Ongoing operating costs (e.g. electricity consumption, operation, maintenance, networking fees, subscription fees, etc.), and;
- Costs incurred outside the Eligible Expenditure Period, including those for preparing this application.

*Ineligible and in-kind contributions from the proponent and its partners may count towards the total project costs. If you choose to include in-kind support as part of the total project costs, it must be verifiable and directly in support of the project. Further details are available in Section 5 of this guide.

Ongoing operating costs (e.g. electricity consumption, operation, maintenance, networking fees, subscription fees, etc.), and costs incurred before a project is approved by NRCan, including those costs for preparing this application, are not attributable to the project (out of scope).

1.11 Funding Timeframe (Eligible Expenditure Period)

Eligible expenditures will be eligible for reimbursement from the time that a contribution agreement is signed by Canada until the project completion date stated in the contribution agreement.

NRCan will not accept any changes to the standard provisions of the contribution agreement template (see Appendix D) unless there exists a legal impediment for your organization to agree to the terms and conditions of the agreement as drafted. We encourage applicants to review the template agreement with their legal counsel prior to submitting their application.

Following the project selection, successful applicants will be notified through a Letter of Conditional Approval and be invited to negotiate a contribution agreement.

Please note that expenditures incurred between the date of the Letter of Conditional Approval and the date that Canada signs a contribution agreement are not incurred during the eligible expenditure period and, although they may count towards total project costs, they are not eligible for NRCan reimbursement. It is important to consult with the program during this period prior to incurring expenditures.

In all cases, until both parties sign a contribution agreement there is no commitment or obligation on the part of NRCan to make a financial contribution to any project, including any expenditure incurred or paid prior to the signing of such a contribution agreement and proponents are not permitted to publically disclose project funding information.

1.12 How to Apply

A complete application package (proposal) consists of:

- A completed application form including the Word and Excel documents;
- Supporting documentation; and
- An attestation dated and signed by a duly authorized officer.

Applicants are required to submit a single copy of the application package **by 23:59 Eastern Daylight Time, June 22, 2021**. They can submit it to NRCan in digital or hard copy format, but electronic versions are preferred.

The application must include an attestation that a duly authorized officer of the Applicant organization has signed and dated. If the attestation page is not included, the application will be considered incomplete and will receive no further consideration. The attestation page is included in the application package on the Program's website.

When an application has been submitted, a notification will be sent by the Program acknowledging its receipt. This may take up to five business days.

Note: You should not consider your application as successfully retained until when you receive the acknowledgement notice from the Program.

1.12.1 Submission of Proposals

Applicants are encouraged to submit their application by email to:

nrcan.infrasubmissions-demandesinfra.nrcan@canada.ca

Any questions or inquiries regarding the ZEVIP must be sent by email to:

nrcan.taf-tcr.nrcan@canada.ca

The Word and Excel portions of the application must be submitted. The attestation page must be printed, signed, scanned and sent as a PDF. Additional supporting documentation, saved as Word, Excel or PDF formats, must also accompany the application and be included as attachments to emails.

Please note that the maximum size of email attachments to NRCan is 10 MB. If the application exceeds that maximum, the applicant may forward its submission in a series of emails with the same subject line.

NRCan is not responsible for the security of the application during email transmission.

Applicants may instead choose to submit their documentation by courier or registered mail to:

Natural Resources Canada
c/o Zero Emission Vehicle Infrastructure Program
580 Booth St., 18th floor
Ottawa, ON K1A 0E4

When applicants submit their proposals by courier or registered mail postmarked **by 23:59 Eastern Daylight Time, June 22, 2021**, we request a memory stick that includes all the files in an electronic version clearly marked with the name of the organization and the project title. If you are submitting by courier, it is recommended that you inform us by email that you are doing so.

It is the applicant's responsibility to retain proof of the time that the application package and supporting documentation was sent to NRCan. This may be required in the event that NRCan does not receive the proposal by the deadline for reasons beyond the sender's control.

2 Project Selection Criteria



2.1 Assessment, Due Diligence and Risk Framework

Each project proposal will be reviewed for completeness and assessed against mandatory criteria. Project proposals that do not meet all of the mandatory criteria will not be given further consideration.

Project proposals that meet the mandatory criteria (Section 3) will then be assessed, rated and ranked against merit criteria (Section 4) by a review committee. NRCan will then issue funding decisions. Unsuccessful project proposals will receive letters of regret and successful project proposals will receive Letters of Conditional Approval.

Project proposals that have been conditionally recommended for funding will undergo a due diligence assessment. This assessment will look at the financial strength of a proponent as well as their ability to complete the project. NRCan may request that the applicant provide confirmation or clarification to support their project proposal. An independent firm may be contracted to support the program with this process. If in-depth financial analysis is required, NRCan will inform the proponents and provide details on next steps. The findings from the due diligence process will be considered in NRCan's ability to enter into a contribution agreement with a proponent for the proposed project.

If a project proposal is successful and the due diligence assessment results are suitable, the proponent will then be invited to initiate the negotiation of a contribution agreement. The findings from the due diligence assessment could determine risk mitigation strategies that will be included in the contribution agreement (for example, monthly progress reports or percentage of risk holdback). Also, the monitoring strategies applied during the conduct of the project could be defined by the risk level identified. In this case, the program would inform the proponent in writing.



3 Mandatory Criteria



Projects must:	
3.1	Meet the Project eligibility requirements (Section 1.6)
3.2	Meet the technology eligibility requirements (Section 1.7)
3.3	<p>Assuming the signing of the contribution agreement (CA) must be done by April 2022, the project timeline must show completion within 30 months* of the CA signature for electric vehicle charging infrastructure and 36 months* for hydrogen refuelling infrastructure.</p> <p>The Applicant must provide a Project timeline with phases (milestones), including permitting processes and the purchase, installation and commissioning of major equipment.</p> <p>*As the second wave of COVID-19 continues to cause supply chain disruptions and operational restrictions, the Program is now allowing up to an additional 12 months to complete projects.</p>

At the proposal stage, the Applicants must:	
3.4	<p>Demonstrate at least 50% of secured funding (firm) of their share of the Total Project costs</p> <p>Applicants must provide proof that at least half (50%) of the funds to be covered by non-NRCan sources are available and have been secured (are firm) by providing:</p> <ol style="list-style-type: none"> 1) Appendix A – Proof of Funding Form – Contribution from the Applicant; and/or 2) Appendix B – Proof of Funding Form – Funding from Other Contributors.
3.5	<p>For EV charger projects that increase the electrical load by more than 50 kW, demonstrate that the utility has been engaged and is aware of your project</p> <p>Applicants must provide documentation of their communications (e.g. email notice sent to the utility, exchange of letters/e-mails or site assessment) describing the Project and indicating the electric requirement and its availability.</p>

3.6	<p>Own the lands, have access to the lands or demonstrate that they have the capacity to obtain access to the sites where the Project will be built.</p> <p>PLEASE NOTE:</p> <ul style="list-style-type: none"> • Prior to signing a Contribution Agreement, the Proponent must demonstrate they have access to the sites where the Project will be built. • Each address location you provide in the application must be supported by documentation as outlined below. • Ensure that the supporting documentation provided can clearly be referenced by providing a reference identification between the document and the proposed locations in the application form. <p><u>If you own the sites,</u> provide proof of ownership. The name of the owner on the document should match the name of the Applicant. Include a copy of at least one of the following:</p> <ul style="list-style-type: none"> • Title deeds; • Most recent assessment roll; or • Most recent property tax bill. <p><u>If you are not the owner of the sites,</u> provide proof of access to the sites. Proof must indicate name of the parties, duration, civic addresses and the responsibilities of both parties. Include a copy of at least one of the following:</p> <ul style="list-style-type: none"> • Lease contract; • Legal agreement; or • Memorandum of understanding dated no more than 6 months prior to the application date. <p>If your lease does not include the <u>authorization to install or build on site for the intended use,</u> please include Appendix C.</p>
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4 Merit Criteria



Only project proposals that meet the mandatory criteria will be assessed against merit criteria, as outlined below.

Based on experience from previous request for project proposals, demand for the program is anticipated to be high. When preparing a proposal, applicants are encouraged to provide a detailed and clear description for each criterion.

Project Information

4.1	Project Rationale and Background (Business Case) Describe how your organization will work towards achieving the Program's objective to support the deployment of electric vehicle charging stations in public places, on-street, in multi-unit residential buildings, at workplaces and for light-duty vehicle fleets as defined in Section 1.1 of this Guide. Identify all partners and collaborators, and explain each organization's role and contribution to the Project. Describe the rationale for the Project submitted, for example, by highlighting the needs assessments, target users, commitments, strategies, organizational priorities, etc. Describe benefits to stakeholders and expected outcome of your Project. Describe the business model for operating the EV chargers or refuelling stations, and share your pricing and/or usage policies.
4.2	Technical Details of the Project Describe the technical considerations for the installation of the EV chargers or refuelling stations, for example, technical challenges, site planning, availability of adequate power supply, integration of load management solutions and planning for future expansion.
4.3	Indigenous Participation NRCan encourages Projects from or with participation from Indigenous business applicants or partners. Merit points will be awarded when the applicant is from an Indigenous community, has Indigenous partners listed under the Indigenous Business Directory , or if the Project is on Indigenous lands.

Project Readiness

NRCan wants to ensure that the proposed Projects have already met an advanced state of readiness. Applicants of successful projects will have six (6) months after the date of the Letter of Conditional Approval to sign a Contribution Agreement. NRCan will assess Project readiness through Project management capacity, Project site readiness and Project financing.

4.4 Capacity to Deliver projects

Describe your ability and experience in developing, implementing, monitoring and managing Projects within a specified timeframe and budget.

Demonstrate that your organization has the capacity to manage this Project by providing examples from other projects and their achievements. If your organization has limited project management capacity and you are planning to engage partners, please describe.

Identify the Project Manager and other key members of the Project team and state their specific expertise and experience related to the work involved. It is important that the roles of Project team members (including representatives of key collaborators) are clearly described in the proposal.

4.5 Project and Site Readiness

Describe how the Project site(s) will be ready for the construction or installation of the infrastructure.

The description should include details on the site selection process, secured site access, equipment selection process, installer and manufacturer/supplier engagement, secured power supply for charging stations or hydrogen requirement and its availability.

Include any other project design elements demonstrating that the Project site is in an advanced state of readiness.

The description should include a list of all the required permits to complete and operate the Project, the level of government requiring the permit, the current status and if not completed, the date that the Applicant expects to receive the permit.

4.6 Increased Secured Project Financing

At a minimum, each Applicant must show that they have already secured 50% of their share of the Project costs (see Mandatory Criteria, 3.4); however, merit points will be given to Applicants able to demonstrate that they have higher amounts of funds available and secured.

Other Project Items	
4.7	Signage and Visibility NRCan recognizes that a well-developed EV charger or refuelling signage program contributes greatly to visibility and the awareness of the public. Describe how you will promote the use of the infrastructure (e.g. communication, campaign, social media, internal policy, charging etiquette directive for end-users) and describe your signage and visibility plan (e.g. parking signs, directional signage, locator map, etc.).
4.8	Operation and Maintenance Plan NRCan recognizes the importance of proper operation and maintenance of the charging or refuelling infrastructure. Describe the operation and maintenance plan for your Project. Plans should include elements such as service standards with performance levels for the operation of the station, network (for EV chargers), routine maintenance (e.g. snow removal), non-routine maintenance (in the event of critical failure), customer support services, customer payment options, insurance coverage, etc.

5 Contribution Agreement



As an applicant, it is your responsibility to understand and agree to the provisions and definitions used in the contribution agreement. This will facilitate negotiations should your project be selected for funding.

NRCCan will not accept any changes to the standard provisions of the contribution agreement (see template in Appendix D) unless there exists a legal impediment for your organization to agree to the terms and conditions of the agreement as drafted. We encourage applicants to review the contribution agreement template with their legal counsel prior to submitting their application.

Some minor modifications are accepted in the schedules of the agreement to ensure the information properly reflects your project proposal.

The program is including this contribution agreement template for reference purposes only. Until both parties sign a contribution agreement, there is no commitment or obligation on the part of NRCCan to make a financial contribution to any project, including for any expenditure incurred or paid prior to the signing of such a contribution agreement.

Funding is subject to there being an appropriation by Parliament for the fiscal year in which payments are to be made.

5.1 Contribution Agreement Clauses:

5.1.1 Repayment

Contributions will be repayable for a period of up to ten (10) years after the Project Completion date if the Project generates profits unless:

Repayment terms will be detailed in the contribution agreement along with the repayment process. If repayability applies, proponents will be required to provide an annual repayability report, using Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS), on the profitability of their project. If profit is generated in any given year, the amount to be repaid will be:

Annual profit X % of NRCCan funding = repayment (up to maximum NRCCan contribution)

Exceptions to the repayment requirement include, but are not limited to instances where the contribution:

- Is made to a non-profit organization, a Crown corporation, a post-secondary institution, a municipal, provincial or territorial government entity;
- Is made to an Indigenous enterprise by which no earnings or dividends will be distributed to individual shareholders;
- Is less than \$100,000; or
- Will accrue no quantifiable benefits to the recipient as a direct result of the contribution.

5.1.2 M-30 Law (for Quebec organizations only)

The *Act Respecting the Ministère du Conseil Exécutif* (M-30) may apply to an applicant in the Province of Quebec. Applicants may be required to complete an additional information form and, if they are subject to the requirements of the Act, to obtain written authorization and approval from the Government of Quebec prior to execution of any contribution agreement. NRCan will follow up with the applicant during the application assessment, as required.

5.1.3 Privacy Notice

The *Access to Information Act* (the “Act”) governs the protection and disclosure of information, confidential or otherwise, supplied to a federal government institution. This Act is a law of public order; as such the Government of Canada, including NRCan, cannot contract out of it.

Paragraph 20 (1) (b) of the Act states that:

a government institution [such as NRCan] shall refuse to disclose any record requested under the Act that contains financial, commercial, scientific or technical information that is confidential information supplied to a government institution by a third party and is treated consistently in a confidential manner by the third party.

Pursuant to Paragraph 20 (1) (b) of the Act, NRCan will protect the applicant’s confidential information supplied to NRCan from disclosure if:

1. The applicant’s information supplied to NRCan contains financial, commercial, scientific or technical information; and
2. The applicant consistently treats such information in a confidential manner.

For more information on this subject, a careful reading of the entire section 20 of the *Access to Information Act* is strongly encouraged.

5.1.4 Business Information

NRCan may collect, use and share an applicant’s documentation prepared in the administration of the program. NRCan will use and share this information for the purposes of assessing and reviewing the eligibility of the applicant and the proposed project with:

- Other NRCan programs or branches;
- Other departments or agencies of the Government of Canada; and
- Other levels of government in Canada.

The information may be shared with the parties mentioned above, or disclosed to third parties, for the purpose of:

- Determining the possible availability of funding for the applicant’s project under another program or initiative;
- Administration, including audit and evaluation of the program;
- Surveying the applicant’s experience with NRCan; or
- Audit, analysis and risk assessment of the applicant or the project.

NRCan publishes a list of successful projects on the Government of Canada website. This list would include the name of the proponent, the project name and location as well as the amount

of the contribution. NRCan may also publicize this information, along with a description of the project, in:

- Project funding announcements or other promotions; and
- In other government documents, including public reports on the progress of government initiatives.

5.2 Eligible Expenditures

5.2.1 Salaries

Salaries include wages for all personnel with direct involvement in the project, such as engineers, construction staff and technical advisers. All eligible personnel must be employees on the proponent's payroll. Payments such as shares, stock, stock options, etc., are not eligible. The amount invoiced shall be actual gross pay for the work performed and shall include no markup for profit, selling, administration or financing.

The eligible payroll cost is the employee's gross pay (normal periodic remuneration before deductions). Normal periodic remuneration rates are the regular pay rates for the period excluding premiums paid for overtime or shift work. The payroll rate does not include any reimbursement or benefit conferred in lieu of salaries or wages. When hourly rates are being charged for salaried personnel, the hourly rates shall be the periodic remuneration (annual, monthly, weekly, etc.) divided by the total paid hours in the period, including holidays, vacation and paid sick days.

Labour claims must be supported by suitable documentation such as time sheets and records and be held for verification at time of audits. Management personnel are required to maintain appropriate records of the time devoted to the project.

5.2.2 Benefits

Benefits are defined as a reasonable prorated share of expenses associated with the direct labour cost, such as the employer's portion of the Canada Pension Plan, Quebec Pension Plan and employment insurance, employee benefits such as health plan and insurance, workers' compensation, sick leave and vacation, plus any other employer paid payroll-related expenses. Those items with no relationship to the project or that have been charged on an indirect basis are non-eligible. The determination of the fringe benefit amount shall be in accordance with GAAP. In general, the fringe benefit rate provided in the project estimate shall be computed once during the life of the project and agreed on prior to the signing of the agreement. If retroactive adjustments are made, they must be indicated on claims for progress payments for NRCan approval.

5.2.3 Professional Services

Professional services are defined as costs for the purchase of additional support required for the completion of the project. Those costs can cover the following types of services: scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; maintenance; printing; distribution. The amount eligible from a sub-contractor, a consultant or service provider shall be the actual contract amount, and a copy of the contract must be kept on file.

5.2.4 Reasonable Travel Costs

Treasury Board rates in effect at the time of signing the contribution agreement shall be used for reimbursing the following expenses in accordance with The National Joint Travel Directive, to cover the period during which the travel takes place:

- Travel, food and lodging costs necessary for activities directly linked to the project.

5.2.5 Capital Expenses

Capital expenses are defined as an expenditure that results in an enduring benefit, as required by the project. They can include, but are not limited to the purchase of charging or fuelling equipment, costs associated with site preparation and networking equipment; however, land is not considered an eligible expenditure under this program. The retrofitting or upgrading of existing capital assets is included under this heading.

5.2.6 Rental Fees or Leasing Costs

Rental fees will include the cost to rent or lease any equipment needed for the conduct of the project, which can include construction equipment.

5.2.7 Licence and Permits Fees

Licence and permit fees typically include any municipal, provincial or federal licences or permits for setting up the fuelling/charging infrastructure. This can include safety permits, business permits, environmental permits, etc.

5.2.8 Costs Associated with Environmental Assessments

Should an environmental assessment on this project be required, any costs related to that process would be included here. This could include costs for public consultation or preparing the environmental impact statement.

5.2.9 GST, PST and HST

Any taxes claimed must always be net of any tax rebate to which the proponent is entitled.

5.2.10 Overhead Expenses

Overhead expenses may include:

- administrative support provided directly to the project by the proponent's employee(s), valued on the same basis as professional staff time; and
- heat, electricity, and office operating costs (e.g. Internet and telephones) provided that they are directly related to the project.

Overhead expenses will be negotiated and agreed to on an individual basis with proponents before signing a contribution agreement. **Any overhead claimed must be fully substantiated and must not exceed 15% of eligible expenditures.**

5.3 Guide to In-Kind Support:

Proposed in-kind contributions that are deemed acceptable by NRCan officials must be supported by a formal commitment from the proponent to provide them prior to any commitment on program funding to the proposed project being made.

Definitions:

In-kind support: a cash equivalent contribution in the form of an asset¹ for which no cash is exchanged but that is essential to the project and the proponent would have to purchase on the open market or through negotiation with the provider if the proponent did not provide it.

Fair market value: the average dollar value the proponent could get for a contributed asset in an open and unrestricted market, between a willing buyer and a willing seller (the proponent) acting independently of each other. It should approximately represent the original cost minus depreciation.

Most favoured customer: customer given the deepest discount from the normal selling price for a good or service sold to it by the proponent.

Eligibility of In-kind Contributions:

- It must be essential to a project's success and would otherwise have to be purchased by the proponent.
- Its value must be determinable and verifiable.
- Its valuation must be confirmed by NRCan, and agreed upon by the proponent and NRCan.

Assessing the Value of In-kind Contributions:

Two different approaches to the valuation of in-kind support are possible:

- Using the fair market value, as described above; or
- Using the incremental cost, that is, the cost to the proponent or its partners and collaborators of providing the contributed asset over and above normal operating cost.

¹ Asset in this section means a useful and valuable good, service or other support provided to the project.

6 Contact Information



Applicants are encouraged to **submit their application** by email to:

nrcan.infrasubmissions-demandesinfra.nrcan@canada.ca

Any **questions or inquiries** regarding the ZEVIP must be sent by email to:

nrcan.taf-tcr.nrcan@canada.ca

A written response will be provided within 5 business days.

In order to ensure that all applicants have access to the same information, recurring questions or those that may be useful to other applicants will be posted on the program's website in the "[News and FAQs](#)" section.

During the application period, program employees and review committee members are not at liberty to meet or discuss proposed projects with applicants.

Applicant's Attestations

By submitting this proposal, the applicant attests that:

- It is an eligible recipient that proposes an eligible project.
- It is acting on behalf of all partners and collaborators and has received written permission from them to do so.
- All funding (cash and in-kind) identified by the Applicant and its partners and collaborators in the proposal is expected to be available for commitment at the time of the signing of the Contribution Agreement by duly authorized representatives of the Project Applicant and its partners and collaborators.
- Any proprietary or confidential information provided as part of the submission, by any party, is provided with the approval of that party. Federal reviewers are bound by the requirements of the *Access to Information Act* and the *Privacy Act* regarding the treatment of confidential information.
- It understands and acknowledges that should the Project be accepted for co-funding from the Program no liability and no commitment or obligation exists on the part of NRCan to make a financial contribution to the Project until a written Contribution Agreement is signed by both parties, and, furthermore, that any costs or expenses incurred or paid by the Applicant prior to the execution of a written Contribution Agreement by both parties are the sole responsibility of the Applicant, and no liability exists on the part of NRCan.
- It understands and acknowledges that NRCan officials will not entertain any request by Project Proponents to review or revisit NRCan's Project approval decisions.
- It understands and acknowledges that NRCan reserves the right to alter or cancel the currently envisaged process at its sole discretion.
- It understands and acknowledges that no Member of the House of Commons shall be admitted to any share or part of the Contribution Agreements, or any resulting benefit.
- It acknowledges that NRCan may collect, use and share an applicant's documentation prepared in the administration of the Program. NRCan may use and share this information for the purposes of assessing and reviewing the eligibility of the applicant and the proposed project with other departments or agencies of the Government of Canada, and Provincial and/or territorial Governments.

The individual signing below attests that they have the authority to sign a legally binding Contribution Agreement between NRCan and the Project Proponent.

Please sign below to confirm these attestations:

Name of Duly Authorized Officer:

Title:

Signature:

Date:

Appendix A: Proof of Funding – Contribution from the Applicant

Zero Emission Vehicle Infrastructure Program

This form is to be completed by the applicant for its financial contribution towards the project.

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Natural Resources Canada.

Conditional upon Natural Resources Canada and the applicant entering into a Contribution Agreement regarding the funding of the project described in the Zero Emission Vehicle Infrastructure Program application form, I confirm that **INSERT LEGAL NAME OF THE APPLICANT** will contribute the amount of **INSERT \$ AMOUNT** towards the project called **INSERT PROJECT NAME**.

FOR REFERENCE PURPOSES ONLY

Name and Title
(please print)

Signature of duly authorized
financial officer

Date

Appendix B: Proof of Funding – Funding from Other Contributors

Zero Emission Vehicle Infrastructure Program

This form is to be completed by the funding partner for its financial contribution towards the project.

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Natural Resources Canada.

Conditional upon Natural Resources Canada and **INSERT LEGAL NAME OF APPLICANT** entering into a Contribution Agreement regarding the funding of the project described in the Zero Emission Vehicle Infrastructure Program application form, I confirm that **INSERT LEGAL NAME OF THE FUNDING PARTNER** will contribute the amount of **INSERT \$ AMOUNT** towards the project called **INSERT PROJECT NAME**.

FOR REFERENCE PURPOSES ONLY

Name and Title
(please print)

Signature of duly authorized
financial officer

Date

Appendix C: Site Access Verification Form

Zero Emission Vehicle Infrastructure Program

Applicants to the Zero Emission Vehicle Infrastructure Program that do not own the property where the infrastructure is to be located, must provide Natural Resources Canada (NRCan) with the assurance that the construction or installation of the infrastructure is authorized by the land owner.

This form is to be completed by the land owner. NRCan reserves the right to require that the applicant and land owner provide further information as required in order to review and approve the application.

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Natural Resources Canada

AND TO: _____
(The Applicant)

Conditional upon Natural Resources Canada and the applicant entering into a Contribution Agreement regarding the funding of the project described in the Zero Emission Vehicle Infrastructure Program application form, and in consideration of the benefits resulting from the property improvements that will accrue to

(The Land owner)

from the implementation of such project, the Owner hereby warrants that it is the owner of the land(s) at the following address(es):

(full address of the project site)

and hereby authorizes the installation or construction of infrastructure on that property.

Land owner
(signature)

Name
(please print)

Date
(day/month/year)

Appendix D: Contribution Agreement Template

Note: This draft agreement is provided for information only, the text in blue may not apply to all.

PROTECTED A

DEPARTMENT OF NATURAL RESOURCES

CONTRIBUTIONS IN SUPPORT OF TRANSPORTATION AND ALTERNATIVE FUELS PROGRAM

ZERO EMISSION VEHICLE INFRASTRUCTURE PROGRAM

REPAYABLE CONTRIBUTION AGREEMENT/ **NON-REPAYABLE CONTRIBUTION AGREEMENT**

THIS AGREEMENT is made in duplicate

FOR REFERENCE PURPOSES ONLY

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("Canada"), represented by the Minister of Natural Resources,

AND:

[PROPONENT NAME], a for-profit organization, incorporated under the laws of Ontario (the "**Proponent**").

WHEREAS Canada wishes to encourage the adoption of the **ZERO-EMISSION VEHICLE INFRASTRUCTURE PROGRAM** (the "**Program**");

WHEREAS the Proponent has submitted to the Minister a Proposal for the funding of a Project called "**[PROJECT TITLE]**" which qualifies for support under the Program;

WHEREAS Canada and the Proponent agree that in order for the Proponent to develop and implement the Project as described in Schedule A (Statement of Work), the Proponent will require financial assistance from Canada;

AND WHEREAS, to the extent the Proponent derives any Profit from the Project, the Proponent agrees to repay Canada for its financial assistance pursuant to this Agreement; **IF REPAYABLE**

NOW, THEREFORE, Canada and the Proponent agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

"Agreement" means this Agreement and the attached Schedules A, B, C, and D;

"Claim Period" means the period to which each payment claim pertains as set out in Schedule C (Reports), Section 1;

"Contribution" means the funding provided by the Minister under this Agreement;

"Eligible Expenditures" means any expenditures Incurred by the Proponent, as set out in Schedule B (Budget and Eligible Expenditures), within the Eligible Expenditure Period in accordance with the terms and conditions of this Agreement;

"Eligible Expenditure Period" means the period starting when this Agreement is signed to [Project Completion Date];

"Fiscal Year" means the period beginning on April 1st of any year and ending on March 31st in the next year;

"Fixed Asset" means a tangible non-current asset, including buildings and equipment, acquired not for sale but for use for the Project during the Eligible Expenditure Period;

"Incurred" means, in relation to an Eligible Expenditure, an Eligible Expenditure or a portion thereof that is owing and due by the end of each Claim Period;

"Incurred and Paid" means, in relation to an Eligible Expenditure, that the Proponent has paid for;

"Intellectual Property" means any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial designs;

"Interest Rate" means the Bank Rate, as defined in the *Interest and Administrative Charges Regulations*, in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for any given month can be found at: <http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html>;

"Minister" means the Minister of Natural Resources and includes any duly authorized officers or representatives;

"Party" means either the Proponent or Canada;

"Profit" means in relation to the Project, the net income of the Proponent received from any product or Intellectual Property directly derived from the Project, as determined whether using Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS);

"Project" means the Project described in Schedule A (Statement of Work);

"Project Completion" means the date on which the Proponent provides Canada with evidence, satisfactory to Canada, that the Project is complete and open to the public together with the Project's sales report of the first week after the Project is open to the public;

"Proposal" means a written Proposal signed by the Proponent on **[Date of Proposal]**, as amended from time to time by mutual consent of the Parties, including at least a background, purpose, work description, results expected, and a budget, which is accepted by the Minister for the Project;

"Total Government Funding" means cash contributions provided by the federal government and other contributions from the provincial/territorial and municipal governments toward the Total Project Costs; and

"Total Project Costs" means the Contribution and other verifiable cash or in-kind contributions either received or contributed by the Proponent and directly attributable to the Project from **[Date of Letter of Conditional Approval]** to **[Project Completion Date]**.

1.2 The following schedules are attached to and made part of this Agreement:

- a) Schedule A (Description of the Project);
- b) Schedule B (Budget and Eligible Expenditures);
- c) Schedule C (Reports); and
- d) Schedule D (Certification of Eligible Expenditures Incurred and Paid).

1.3 In case of conflict between any provision in the main body of this Agreement and a provision in a schedule attached hereto, the provision in the main body of this Agreement shall take precedence.

1.4 Grammatical variations of the above defined terms have similar meanings. Words importing the singular number only shall include the plural and vice versa.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Proponent represents and warrants that all factual matters contained in the Proposal and all supporting material submitted are true and accurate in all material respects, and that all estimates, forecasts and other related matters involving judgement were prepared in good faith and to the best of its ability, skill and judgement.

2.2 The Proponent represents and warrants that it is duly incorporated or registered and validly existing in good standing under the laws of Canada and has the power and authority to carry on its business, to hold property, and undertakes to take all necessary action to maintain itself in good standing and preserve its legal capacity during the term of this Agreement.

2.3 The Proponent represents and warrants that the signatory to this Agreement has been duly authorized to execute and deliver this Agreement on its behalf.

2.4 The Proponent represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized and when executed and delivered will constitute a legal, valid, and binding obligation of the Proponent enforceable in accordance with its terms.

2.5 The Proponent represents and warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.

For projects in the province of Quebec:

2.6 The Proponent is an organization subject to chapter M-30 of the Statutes of Quebec and represents that it has the power and authority to enter into this agreement pursuant to ministerial order AXXXX-XXX authorized by the Government of Quebec.

If M-30 is not applicable:

2.7 the Proponent represents and warrants that any organization receiving funds from the present project is either an organization that is not subject to chapter M-30 of the Statutes of Quebec or, if they are subject to the aforementioned Act, that they are duly authorized to contract and receive those funds according to an authorization or exclusion, including an order, or that the signatory is invested with the necessary authority to validly bind that organization.

3. COMING INTO FORCE

3.1 This Agreement comes into force when signed by the Parties.

3.2 Except as otherwise provided in the articles below, this Agreement will terminate on the latest of:

a) the date the Proponent has met, to the satisfaction of the Minister, all the repayment obligations under this Agreement; or **IF REPAYABLE**

the Project Completion; or **IF NON-REPAYABLE**

b) the date on which all amounts owed by one Party to the other Party under this Agreement have been paid in full.

3.3 The following clauses shall survive the termination of this Agreement for an additional **three (3) years**:

- a) Article 8 (*Accounts and Audits Article*);
- b) Article 9 (*Intellectual Property Article*);
- c) Article 10 (*Indemnity Article*);
- d) Article 11 (*Default Article*);
- e) Article 13 (*Reports Article*); and
- f) Article 26 (*Dispute Resolution Article*).

4. CONDUCT OF PROJECT

4.1 The Proponent shall carry out the Project promptly, diligently and in a professional manner and in accordance with the terms and conditions of this Agreement.

4.2 The Proponent shall reach Project Completion by **[Project Completion Date]**, unless terminated earlier pursuant to the provisions of this Agreement.

4.3 The Proponent shall comply with all applicable federal, provincial and municipal laws in relation to the Project.

4.4 The Parties are satisfied that any legal duty to consult with Aboriginal groups affected by the Project, and where appropriate, to accommodate Aboriginal groups' concerns has been met and continues to be met. If as a result of changes to the nature or scope of the Project Canada determines that a legal duty to consult is triggered, the Proponent agrees that all of Canada's obligations pursuant to this Agreement will be suspended from the moment that Canada informs the Proponent that a legal duty to consult arises.

In the event that a legal duty to consult arises, the Proponent agrees that:

a) Canada will withhold any payment of the Contribution toward Eligible Expenditures until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups has been met and continues to be met;

b) if, as a result of such changes to the Project, Canada determines that further consultation is required, the Proponent will work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate Aboriginal groups, is met and continues to be met to Canada's satisfaction; and

c) it will consult with Aboriginal groups that might be affected by the changes to the Project, explain the Project to them, including Canada's role, and will provide a report to Canada, which will include:

i. a list of all Aboriginal groups contacted;

ii. a summary of all communications to date with the Aboriginal groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary or conditional in nature;

iii. a summary of any issues or concerns that the Aboriginal groups have raised and an indication of how the Proponent has addressed or proposes to address those issues or concerns; and

iv. any other information Canada may deem appropriate.

5. IMPACT ASSESSMENT

5.1 The Proponent represents and warrants that the Project is not a "designated project" nor a "project" according to the *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*.

5.2 If, within the Eligible Expenditure Period, the Project becomes a "designated project" or a "project" carried out on federal land or outside of Canada according to the *Impact Assessment Act*, the Parties agree that Canada's obligations under this Agreement will be suspended until:

a) In the case of the "designated project":

i) the Impact Assessment Agency of Canada makes a decision that no assessment of the "designated project" is required and posts that decision; or

- ii) the decision statement with respect to the “designated project” that is issued to the Proponent sets out that the effects that are indicated in the report with respect to the impact assessment of the Project are in the public interest.
- b) In the case of the “project”:
 - i) a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred in the *Impact Assessment Act*; or
 - ii) if the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances;

5.3 It is understood that the Minister has no obligation to request a decision by the Governor in Council, and may, by giving notice in writing to the Proponent, terminate this Agreement with immediate effect. Following such termination, no further Contribution will be disbursed under this Agreement, and the Minister will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort or extracontractual liability and otherwise, arising from the termination.

6. CONTRIBUTIONS

6.1 Notwithstanding any other provision of this Agreement, the Contribution shall not in any circumstances exceed the lesser of:

- a) **Fifty percent (50%) of Total Project Costs incurred; or**
- b) **[Amount of NRCan’s Contribution].**

6.2 The Fiscal Year allocations for the Contribution are as follows:

2021-2022	[\$ value]
2022-2023	[\$ value]

Any reallocation of the Contribution amounts in whole or in part from one Fiscal Year to another shall require a written amendment signed by the Parties.

6.3 In order to be eligible to receive payment for any remaining portion of the Contribution as described herein, the Proponent must submit its final claim for payment on or before **[thirty days after project completion]**.

6.4 The Minister will not contribute to any Eligible Expenditure Incurred by the Proponent prior to or after the Eligible Expenditure Period.

6.5 If by the Project Completion, the Total Government Funding as set out in Schedule B (Budget and Eligible Expenditures), the Proponent has received exceeds **[seventy-five (75%) or one hundred percent (100%)]** of the Total Project Costs incurred, the Minister may require the Proponent to reimburse such excess back to Canada.

6.6 The Proponent represents that no other federal, provincial, territorial or municipal government assistance, other than those described below and listed in Schedule B (Budget and Eligible Expenditures), has been or will be provided in respect of the Total Project Costs incurred:

Canada:	[\$ value]
Other Federal:	[\$ value]
Provincial:	[\$ value]
Territorial:	[\$ value]
Municipal:	[\$ value]
Total Government Funding:	[\$ value]

The Proponent shall advise the Minister promptly of any change in the Total Government Funding listed above during the term of this Agreement.

6.7 Within **sixty (60) days** after the Project Completion, the Proponent shall provide the Minister with a declaration as to the total amount of contributions or payments, including Total Government Funding, received by the Proponent.

7. METHOD OF PAYMENT

7.1 Subject to the terms and conditions of this Agreement, Canada shall make the Contribution toward the Eligible Expenditures Incurred for which the goods have been received or the services have been rendered.

7.2 Subject to the terms and conditions of this Agreement, Canada shall make the Contribution toward the Eligible Expenditures Incurred for which the goods have not been received or for which the services have not been rendered, provided that:

a) For equipment, materials, or products, or contracting services related to the purchase of equipment, materials, or products:

i) Any claim for an Eligible Expenditure greater than \$100,000, is supported by proper documentation, which includes, but is not limited to a signed contract, a payment schedule showing milestone payment due dates, and invoice(s) due by the Claim Period;

ii) Any claim for an Eligible Expenditure of up to \$100,000, is supported by proper documentation which includes, but is not limited to a purchase order, and invoice(s) due by the Claim Period;

b) For Eligible Expenditures that are not described in paragraph a) above:

i) Any claim for an Eligible Expenditure greater than \$50,000, is supported by proper documentation which includes, but is not limited to a signed contract or purchase order, showing payment due dates, and invoice(s) due by the Claim Period, and is subject to Canada's approval to reimburse the Eligible Expenditure before the goods or services pertaining to said Eligible Expenditure are received or rendered;

ii) Any claim for an Eligible Expenditure of up to \$50,000, is supported by proper documentation which includes, but is not limited to a purchase order, and invoice(s) due by the Claim Period.

For greater clarity, the amounts described herein include the total cost of the Eligible Expenditure, and not the amount of any individual invoice related to said Eligible Expenditure.

7.3 The Minister shall withhold **ten percent (10%)** from each payment until the Proponent has:

- a) completed the Project to the satisfaction of the Minister;
- b) submitted a final report documenting the completion of the Project as set out in Schedule C (Reports) and the Minister has approved said report;
- c) certified, in the manner set out in Schedule D (Certification of Eligible Expenditures Incurred and Paid), that the Proponent has Incurred and Paid all claim for the payment of Eligible Expenditures of the Project; and
- d) submitted and the Minister has received and approved a final statement of Eligible Expenditures Incurred and Paid in respect of the Project.

7.4 In order to receive payment of Eligible Expenditures, the Proponent shall submit claims for payment, as set out in Schedule C (Reports). All claims must be submitted no later than **thirty (30) days** after the end of each quarter.

7.5 Notwithstanding the *Amendments Article*, following receipt of a written request from the Proponent in accordance with the *Notices Article*, the Minister may approve in writing at its sole discretion an extension to submit any claim or any report required to be submitted in accordance with this Agreement.

7.6 Where for any reason the Minister determines that the amount of the Contribution disbursed exceeds the amount to which the Proponent is entitled or the Proponent is not entitled to the Contribution, the Proponent must repay to Canada no later than **thirty (30) days** from the date of the Minister's notice, the amount of the overpayment or the amount of the Contribution disbursed. If the amount is not repaid by its due date, interest accrues at the Interest Rate for the period beginning on the due date and ending on the day before the day on which repayment to Canada is received. Any such amount is a debt due to Her Majesty in Right of Canada and is recoverable as such.

7.7 Without limiting the scope of the set-off rights provided for under the *Financial Administration Act*, it is understood that the Minister may set off against any amount that may be payable to the Proponent pursuant to this Agreement, any amounts owed and past due by the Proponent to Her Majesty the Queen in Right of Canada under any legislation or contribution agreements and the Proponent shall declare to the Minister all amounts outstanding in that respect when making any claim under this Agreement.

In the case of a Non-Repayable Contribution, article 8 does not apply.

8. REPAYMENT OF CONTRIBUTION

8.1 For a period of **ten (10) years** commencing on the day immediately following the Project Completion, the Proponent shall pay to Canada annually the Profit arising from the Project in the same

ratio as that of Canada's Contribution to the Total Project Costs, except that Canada's share shall not exceed its Contribution.

8.2 The Proponent shall submit financial reports and payments to Canada as described in Schedule C (Reports), for the period set out in the paragraph above.

8.3 The Proponent agrees that all considerations to be received by the Proponent in respect of the licensing, selling, marketing or commercialization of the Intellectual Property arising in the course of the Project to non-arms' length parties shall be deemed to be that which would be established in bona fide arm's length transactions between the Parties.

8.4 The Proponent shall pay to Canada interest at the Interest Rate on any payment that is overdue from the date such amount becomes overdue and ending on the day before the day on which repayment to Canada is received.

9. ACCOUNTS AND AUDITS

9.1 Prior to the Project Completion and for **three (3) years** after the termination of this Agreement, as described in the *Coming Into Force Article*, the Proponent shall, at its own expense:

a) keep proper and accurate books, accounts, and records of its revenue received and expenses Incurred and Paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto;

b) keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project;

c) on demand, make available to the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit the Minister to examine and audit and take copies and extracts from such documents;

d) allow the Minister, at the Minister's own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule A (Statement of Work) were implemented in accordance with this Agreement; and

e) allow the Minister, at the Minister's own expense and discretion, to conduct an audit to verify the accuracy of reports submitted under Schedule C (Reports).

9.2 In respect of Eligible Expenditures related to professional, scientific and contracting services outlined in Schedule B (Budget and Eligible Expenditures), Canada's auditors may, acting reasonably, request that the Proponent's books, accounts and records be supplemented by information from the books, accounts and records of the subcontractors engaged by the Proponent having contracts in excess of twenty percent (20%) of the Contribution for the purposes of the Project. The Proponent will use commercially reasonable efforts to obtain such information as is reasonably requested by Canada's auditors from the Proponent's subcontractors, subject to and to the extent permitted by terms of the applicable contracts and, in particular, the audit provisions of such contracts.

10. INTELLECTUAL PROPERTY

10.1 All Intellectual Property that arises in the course of the Project shall vest in the Proponent, or be licensed to the Proponent in the event that a Proponent's subcontractor retains title to such Intellectual Property.

10.2 The Proponent shall supply to Canada the reports and documents described in Schedule C (Reports) or as otherwise required by the Minister under the **Reports Article**, and the Proponent hereby grants to Canada a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and, subject to the *Access to Information Act*, make publicly available such reports and documents for non-commercial governmental purposes.

11. INDEMNITY

11.1 Neither Canada, nor its employees, officers and agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Project or as a result of or arising out of this Agreement, and the Proponent will indemnify and save harmless Canada, its employees, officers and agents, in respect of such claims.

12. DEFAULT

12.1 The Minister may declare that an event of default has occurred if:

a) the Proponent becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

b) an order is made which is not being contested or appealed by the Proponent or a resolution is passed for the winding up of the Proponent or it is dissolved;

c) in the opinion of the Minister, there has been a misrepresentation or breach of warranty under the *Representations and Warranties Article*;

d) in the opinion of the Minister, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of this Agreement has occurred;

e) any term, condition or undertaking in this Agreement is not complied with, including, without limitation, any of those in the **Conduct of Project Article**, the **Method of Payment Article** or the **Impact Assessment Article**, and any such defect has not been cured by or remedied by the Proponent within **thirty (30) days** of written notice of such defect having been provided to the Proponent; or

f) the Proponent neglects or fails to pay the Minister any amount due in accordance with this Agreement.

12.2 If the Minister declares that an event of default has occurred, in addition to all other remedies provided under contract law, the Minister may exercise one or more of the following remedies:

a) suspend any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures of the Project or a part of the Project, including any obligation to pay any amount owing prior to the date of such suspension;

b) terminate any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures, including any obligation to pay any amount owing prior to the date of such termination;

c) terminate this Agreement; and

d) direct the Proponent to repay all or part of the Contribution which has been paid to the Proponent, together with interest from the date of demand at the Interest Rate, with the exception of an event of default listed in Paragraph 12.1(d). Any such amount is a debt due to Her Majesty in Right of Canada and is recoverable as such.

For greater clarity, all above remedies are cumulative.

12.3 The fact that the Minister does not exercise a remedy that the Minister is entitled to exercise under this Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent the Minister in any way from later exercising any other right or remedy under this Agreement or other applicable law.

13. ACCESS

13.1 The Proponent shall provide the Minister or Minister's representatives, during the Eligible Expenditure Period and for a period of **three (3) years** after the Project Completion, reasonable access to any premises where the Project takes place to assess the Project's progress or any element thereof, subject to providing reasonable notice and complying with the Proponent's safety requirements for such access.

14. REPORTS

14.1 The Proponent shall submit Project reports satisfactory to the Minister in accordance with the provisions of Schedule C (Reports) or as otherwise requested by the Minister.

15. DISPOSITION OF ASSETS

15.1 If, prior to the Project Completion and for **ten (10) years (OR three (3) years IF NON-REPAYABLE)** thereafter, the Proponent sells, leases or otherwise disposes of any Fixed Asset excluding Intellectual Property, where the cost of the Fixed Asset is part of the Eligible Expenditures under the Project to which Canada has contributed under this Agreement, and where the proceeds of the sale, lease or other disposition are not applied to acquire assets in replacement of the Fixed Asset, the Proponent shall immediately notify the Minister in writing of such sale, lease or disposition and, if the Minister so requires, the Proponent shall share with Canada the proceeds of the sale, lease or any other disposition in the same ratio as that of Canada's Contribution to the purchase of the Fixed Asset by the Proponent, except that Canada's share shall not exceed the Contribution.

16. SUBCONTRACTS

16.1 The Proponent shall not subcontract all or any part of the Project except as provided in the Proposal or as otherwise set forth below. The Proponent shall advise the Minister of any other new contract, not originally included in the Proposal, the Proponent enters into with a third party to undertake work on the Project where the estimate of the cost of the work to be performed exceeds **twenty percent (20%)** of the Contribution. The notice shall include a description of the extent and nature of the contracted work, the

identity of the contractor, and the estimated cost of the contracted work. For greater certainty, for the purposes of this Article, there is no privity of contract between Canada and any of the Proponent's subcontractors; as such, the selection and amendment of any of the Proponent's subcontractors as may be listed in the Proposal is the sole responsibility of the Proponent and is not subject to the Minister's consent.

17. LEGAL RELATIONSHIP

17.1 Nothing contained in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.

17.2 The Proponent shall not make any representation that:

a) the Proponent is an agent of Canada; or

b) could reasonably lead any member of the public to believe that the Proponent or its contractors are agents of Canada.

18. ACKNOWLEDGEMENT

18.1 The Proponent shall acknowledge the financial support of Canada in all public information produced as part of the Project.

18.2 The Proponent will seek prior written consent of the Minister for any public acknowledgement of the financial support of Canada to this Project through news releases, public displays, and public and media events.

18.3 Except for releases of information required to comply with securities regulations or other laws, where media announcements and public events relating to this Project are to be made by a Party, the Party shall use commercially reasonable efforts to give to the other a **three (3) weeks** prior written notice of any media announcement or public event and a reasonable opportunity to review and comment thereon.

18.4 The Proponent acknowledges that the Proponent's name, the amount awarded, and the general nature of the activities supported under this Agreement may be made publicly available by the Government of Canada.

19. TIME OF ESSENCE

19.1 Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

20. MEMBERS OF PARLIAMENT

20.1 No Member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit arising therefrom that is not otherwise available to the general public.

21. CONFLICT OF INTEREST

21.1 It is a term of this Agreement that all current or former public servants to whom the federal *Values and Ethics Code* for the Public Sector, federal *Policy on Conflict of Interest and Post-Employment*, or *NRCan Values and Ethics Code* applies shall comply with the Codes or Policy, as applicable.

21.2 If any individual working for the Proponent formerly provided consultancy services to the Minister that are related to this Agreement, particularly any services associated with developing the Agreement or developing the Project which is the subject of this Agreement, the Proponent is considered to be in a real, perceived, or potential conflict of interest situation.

21.3 If a conflict of interest situation arises during the Agreement, the Proponent shall notify the Minister, in the manner prescribed in the *Notices Article*. Upon request, the Proponent shall notify the Minister of all reasonable steps taken to identify, avoid, prevent, and where it exists, resolve any conflict of interest situation.

21.4 The Minister may investigate a real, perceived, or potential conflict of interest and take such steps and measures as the Minister considers appropriate, including without limitation: informing the Proponent that it is in a conflict of interest situation; requesting specific actions be taken to correct the situation; requiring the Proponent to withdraw any individual from participation in the Project for reasons of conflict of interest; suspending payments under the Agreement; or terminating the Agreement.

FOR REFERENCE PURPOSES ONLY

22. FORCE MAJEURE

22.1 The Parties shall not be in default or in breach of this Agreement due to any delay or failure to meet any of their obligations caused by or arising from any event beyond their reasonable control and without their fault or negligence, including any act of God or other cause which delays or frustrates the performance of this Agreement (a “force majeure event”). If a force majeure event frustrates the performance of this Agreement, Canada will only be liable for its proportionate share of the Eligible Expenditures Incurred and Paid to the date of the occurrence of the event.

22.2 The performance of the obligation affected by a “force majeure event” as set out above shall be delayed by the length of time over which the event lasted. However, should the interruption continue for more than **thirty (30) days**, this Agreement may be terminated by Canada.

22.3 Should either Party claim the existence of a “force majeure event” as above, prompt notice thereof shall be given to the other Party and the Party claiming the existence of a “force majeure event” shall have the obligation to provide reasonable satisfactory evidence of the existence of such event and use its best efforts to mitigate any damages to the other Party.

23. GOVERNING LAW

23.1 This Agreement shall be interpreted in accordance with the applicable federal laws and the laws in force in the Province of **[Insert Province]**.

24. ASSIGNMENT

24.1 No benefit arising from this Agreement shall be assigned in whole or in part by the Proponent without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

25. NOTICES

25.1 The claims for payment, requests, reports, notices, repayments and information referred to in this Agreement shall be sent in writing or by any method of telecommunication and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

To Canada:

Director
Fuel Diversification Division
Natural Resources Canada
580 Booth Street
Ottawa, Ontario
K1A 0E4
Telephone:
Email:

To the Proponent:

[Name of the contact person]
[Title of the contact person]
[Name of the organization]
[Address]
[City and Province]
[Postal Code]
Phone number:
Email address:

25.2 Requests, notices and documents are deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other Party; by facsimile or electronic mail, when transmitted and receipt is confirmed; and by messenger or specialized courier agency, when delivered.

25.3 The Minister and the Proponent agree to notify each other in writing if the above contact information changes. This requirement will not cause an Amendment.

26. AMENDMENTS

26.1 No amendment of this Agreement or waiver of any of its terms and conditions shall be deemed valid unless effected by a written amendment signed by the Parties.

27. DISPUTE RESOLUTION

27.1 If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator.

28. APPROPRIATION

28.1 The payment of monies by Canada under this Agreement is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment of monies is to be made.

28.2 Notwithstanding any other provision of this Agreement, Canada may reduce or cancel the Contribution to the Project upon written notice to the Proponent in the event that the funding levels for the Department of Natural Resources are changed by Parliament during the term of this Agreement. In the event that Canada reduces or cancels the Contribution, the Parties agree to amend the Project and the Eligible Expenditures of the Project, namely this Agreement, to take into account the reduction or cancellation of the Contribution.

29. LOBBYING ACT

29.1 The Proponent shall ensure that any person lobbying on behalf of the Proponent is registered pursuant to the *Lobbying Act* and that the fees paid to the lobbyist are not to be related to the value of the Contribution.

30. SUCCESSORS AND ASSIGNS

30.1 This Agreement shall inure to the benefit of and be binding on the Parties and their respective representatives, successors and assigns.

31. OFFICIAL LANGUAGES/LANGUES OFFICIELLES

31.1 This Agreement is drawn in **English** at the request of the Parties. Les Parties ont convenu que le présent Accord soit rédigé en **anglais**.

31.2 All public information documents related to the Project prepared or paid for in whole or in part by Canada must be made available in both official languages, when the Department of Natural Resources judges that this is required under the *Official Languages Act*. Tout document d'information publique préparé ou payé en tout ou en partie par le Canada ayant trait au Projet doit être offert dans les deux langues officielles, lorsque le Ministère des ressources naturelles le juge pertinent, conformément à la *Loi sur les langues officielles*.

32. COUNTERPART SIGNATURE

32.1 This Agreement (and any amendments) may be signed in counterparts including facsimile, PDF and other electronic copies, each of which when taken together, will constitute one instrument.

33. SEVERABILITY

33.1 Any provision of this Agreement prohibited by law or otherwise ineffective, will be ineffective only to the extent of such prohibition or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement. The Parties agree to negotiate in good faith a substitute provision which most nearly reflects the Parties' intent in entering into this Agreement.

34. ENTIRE AGREEMENT

34.1 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other agreements, whether written or verbal between the Parties.

FOR REFERENCE PURPOSES ONLY

IN WITNESS THEREOF, this Agreement is duly executed on behalf of **Her Majesty the Queen in Right of Canada** by an officer duly authorized by the Minister of Natural Resources and on behalf of the **Proponent** by an officer duly authorized on its behalf.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Date

Delegate NRCan Signing Authority

FOR REFERENCE PURPOSES ONLY

[PROPONENT NAME]

Date

[Signature of duly authorized officer]
[Title]

SCHEDULE A

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

[PROPONENT NAME]

DESCRIPTION OF THE PROJECT

1. Project Description

TITLE	Project title
OBJECTIVE	The objective of this Project is to support the deployment of zero emission vehicle infrastructure in public places, on-street, multi-unit residential buildings, workplaces, as well as strategic infrastructure for urban delivery and fleet applications.
DESCRIPTION	High level project description
BENEFITS	<p><u>Benefits to Canada:</u></p> <ul style="list-style-type: none">• Encourage strategic deployment of the infrastructure network that supports lower carbon options in the transportation sector.• Encourage the use of electric and alternative fuel vehicles in Canada.• Supply and demand for lower carbon transportation options in Canada continues to grow in the transportation sector. <p><u>Benefits to Stakeholders:</u></p> <ul style="list-style-type: none">• Increase capacity to encourage awareness, availability and use of lower carbon transportation options such as alternative fuelled vehicles and fuels.• Encourage a clean economic growth and the creation of jobs by installing and managing infrastructure.• Encourage Canadian companies who have positioned themselves as leaders in the development and deployment of alternative fuels and clean technologies.

2. Tasks and Timelines

<u>Tasks</u>	<u>Timelines</u>
Task 1 – Engineering and design	
Task 2 – Permit acquisition	
Task 3 – Equipment procurement	
Task 4 – Construction	
Task 5 – Inspection as to completion and full operation of the infrastructure	
Task 6 – Project management and reporting	
Task 7 – Open to its intended users and activities have begun.	No later than (Project end date) .

3. Key Performance Indicators

- Number of infrastructure installed or built.
 - Infrastructure is operational and open to its intended users by **(Project end date)**.
4. The Proponent must submit a written request to Canada to make an adjustment to station location. This request is subject to the approval in writing by Canada's representative identified in the *Notices Article*.

SCHEDULE B

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

[PROPONENT NAME]

BUDGET AND ELIGIBLE EXPENDITURES

- Subject to the limitations set out in the *Contributions Article*, Eligible Expenditures shall be approved in accordance with Treasury Board Guidelines associated with the execution of the various Activities as described in Schedule A (Statement of Work).

Approved Budget (\$)	2021-2022	2022-2023	2023-2024	TOTAL (\$)
The Program (NRCan Contribution)	\$ -	\$ -	\$ -	\$0
ELIGIBLE EXPENDITURES				
Salaries and benefits	\$ -	\$ -	\$ -	\$0
Professional services	\$ -	\$ -	\$ -	\$0
Reasonable travel costs, including transportation, meals and accommodation	\$ -	\$ -	\$ -	\$0
Capital expenses, including informatics and other equipment or infrastructure	\$ -	\$ -	\$ -	\$0
Rental fees or leasing costs				
License fees and permits				
Costs associated with Environmental Assessments				
Overhead expenses directly related to the Project will be considered to a maximum of 15% of Eligible Expenditures	\$ -	\$ -	\$ -	\$0
	\$0	\$0	\$0	
Total Eligible Expenditures				\$0
INELIGIBLE COSTS				
INELIGIBLE EXPENDITURES				
Description 1 (specify & insert or delete rows as applicable)				\$0
			Total Ineligible Expenditures	\$0
IN-KIND COSTS				
Description 1 (specify & insert or delete rows as applicable)				\$0
			Total In-Kind Costs	\$0
Total Ineligible Costs				\$0
TOTAL PROJECT COSTS				\$0

Source of Contributions:	Percentage (%)	Cash (\$)	In-Kind (\$)	Total (\$)
The Program	#DIV/0!		N/A	0
The Proponent	#DIV/0!		0	0
(Insert other Government 1)	#DIV/0!	0	0	0
(Insert other Government 2)	#DIV/0!	0	0	0
(Insert other Contributor 1)	#DIV/0!	0	0	0
(Insert other Contributor 2)	#DIV/0!	0	0	0
(Insert other Contributor 3)	#DIV/0!	0	0	0
TOTAL	#DIV/0!	\$0	\$0	\$0

NOTE: the following limitations apply to the approved budget above:

- 1) In accordance with the departmental GST/PST/HST certification form, the reimbursable Provincial Sales Tax, the Goods and Services Tax and the Harmonized Sales Tax costs must be net of any tax rebate to which the Proponent is entitled.
- 2) In-kind costs are those contributions of goods or services provided by the Proponent or other contributors that are considered towards Total Project Costs; however, they are not eligible for reimbursement.
- 3) The Proponent will be paid travel and living expenses, reasonably and properly incurred in the performance of the tasks outlined in Schedule A (Statement of Work), at cost, without any allowance for overhead or profit in accordance with The National Joint Council Travel Directive, updated as required to cover the period during which the travel takes place at: <http://www.tbs-sct.gc.ca/psm-fpim/pay-remuneration/travel-deplacements/menu-travel-voyage-eng.asp>
- 4) Overhead expenses shall be directly related to the Project and are limited to fifteen percent (15%) of Eligible Expenditures.

2. Eligible Expenditures:

- Salary and benefits;
- Professional services (e.g. scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; maintenance; printing; distribution; audit and evaluation);
- Reasonable travel costs, including transportation, meals and accommodation;
- Capital expenses, including informatics and other equipment or infrastructure;
- Rental fees or leasing costs;
- License fees and permits;
- Costs associated with Environmental Assessments;
- GST, PST and HST net of any tax rebate to which the recipient is entitled; and
- Overhead expenditures directly related to the Project (up to 15% of Eligible Expenditures).

3. **Non-Eligible Expenditures:**

- In-kind;
- Land costs;
- Legal costs; and
- Costs incurred outside the Eligible Expenditure Period.

4. Notwithstanding the *Amendments Article*, provided the Contribution for any given Fiscal Year is not exceeded, the Proponent may adjust any cost allocated by Eligible Expenditure as listed above by up to **twenty percent (20%)** of that cost without providing notice to Canada. At the time of submitting a claim for payment, the Proponent must provide Canada with a revised budget.

The Proponent must submit a written request to Canada to make an adjustment greater than **twenty percent (20%)**. The request must include a revised budget. This request is subject to the approval in writing by Canada's representative identified in the *Notices Article*.

FOR REFERENCE PURPOSES ONLY

SCHEDULE C

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

[PROPONENT NAME]

REPORTS

1. Payment Claims and Progress Reports:

The Proponent shall provide the following documentation in accordance with the frequency set out below:

Covering period:	Due no later than:
From the date of signature of the Agreement by Canada to June 30, 2022.	July 31, 2022
From July 1, 2022 to September 30, 2022.	October 31, 2022
From October 1, 2022 to December 31, 2022.	January 31, 2023
From January 1, 2023 to March 31, 2023.	April 30, 2023
From April 1, 2023 to [Project Completion Date]	July 31, 2023

- i. a financial report signed by the Chief Financial Officer or Duly Authorized Officer of the organization which outlines Eligible Expenditures Incurred by nature of cost;
- ii. an employees' time summary sheet when claiming salary and benefits. On this summary sheet, the Proponent must detail the number of hours, rate per hour and total amount for each task in this Agreement for each employee (or category of employees) and be certified by the Chief Financial Officer or Duly Authorized Officer of the organization;
- iii. a detailed report of all travel including a breakdown of all transportation (e.g. airline costs, train costs, taxis), accommodation, travel times, per diem meal amounts, and any other travel costs;
- iv. an updated Project quarterly cash flow statement and budget;
- v. a written summary report on the progress achieved in the task(s) which will demonstrate the outcomes achieved in the reporting period; this report must identify any delays, issues or risks and details of mitigation plans regarding these issues; and
- vi. any permit issued during the reporting period.

Subject to the terms and conditions of this Agreement, if the Proponent cannot submit a claim for payment on or before **March 31** of a Fiscal Year, the Proponent shall **no later than April 5** provide the Minister with a signed statement of anticipated Eligible Expenditures Incurred **up to March 31, in order for the Minister to establish a Payable at Year-End.**

2. **Final Reports (Financial and Progress/Technical):**

The Proponent shall submit, **no later than sixty (60) days (Date XX) after Project Completion:**

- i. a financial report that shall demonstrate how the Contribution was spent, including the receipt of goods or services being funded by Canada;
- ii. a Project's sales report of the first week after the Project is open to the public;
- iii. a final narrative report to describe how its activities have contributed to the achievement of the objectives, the benefits and the key performance indicators of the Project as described in Schedule A (Statement of Work), including the results of the Project in comparison to the original outputs and work plan;
- iv. a report outlining any unfinished components of the Project, along with a declaration that the Proponent intends to complete the Project within the specified time period;
- v. a certification, in the manner set out in Schedule D (Certification of Eligible Expenditures Incurred and Paid), that the claims for payment of Eligible Expenditures of the Project have been Incurred and Paid by the Proponent.

The Proponent shall provide the following documentation **no later than sixty (60) days (Date XX) after the Eligible Expenditures period:**

- vi. as specified in Paragraph 6.6 (**Or 6.7 if multi-year**) of this Agreement, the Proponent shall provide the Minister with a declaration as to the total amount of contributions or payments, including the Total Government Funding, received in respect of the Project, as per Schedule B (Budget and Eligible Expenditures).

If contribution is non-repayable, remove item 3.

3. **Repayment Reports:**

The Proponent shall provide to the Minister **no later than thirty (30) days following the Project Completion in each calendar year**, for the period of the payment obligation described in the *Repayment of contribution Article* of this Agreement, a complete and accurate report (including nil reports) of any Profit received by the Proponent and shall include any payments to Canada. The report shall contain:

- i. net income directly related to the Project as determined using GAAP or IFRS;
- ii. a computation of any share of the Profit, if any, due and payable to Canada;

iii. [ADAPT TO TECHNOLOGY] the following information for each electric vehicle station:

- Rate structure
- Number of connectors
- Equipment brand and model
- Connector type (CHAdemo or SAE J1772 Combo)
- Total number of sessions
- Total connection time
- Total kWh
- Average number of sessions per charger
- Average connection time per session

[ADAPT TO TECHNOLOGY] the following information for each hydrogen station:

- Amount of hydrogen dispensed in kilogram (kg)

iv. be certified as correct by the Chief Financial Officer or Duly Authorized Officer of the Proponent.

SCHEDULE D

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

[PROPONENT NAME]

CERTIFICATION OF ELIGIBLE EXPENDITURES INCURRED AND PAID

Pursuant to the *Method of Payment Article* of this Agreement, the Proponent must submit, no later than **(same date as per the section on Final Reports in Schedule C)**, the following certification in writing on company letterhead and signed by the duly authorized officer as follows.

*“All claims for payment submitted to Canada for the reimbursement of Eligible Expenditures of the Project have been Incurred and Paid by **Proponent name** (“the Proponent”) as of the date of this certification by the undersigned and all supporting documents to this effect have been kept in our records and will be made available to the Minister upon request.”*

In accordance with the Contributions Article, the Proponent, as of the date of this certification by the undersigned has reported all contributions and payments, including Total Government Funding, received by the Proponent.

*“I _____ an officer of **Proponent name**, duly authorized on behalf of the Proponent hereby represent and warrant that the above noted declarations are true and accurate. I understand that if, in the opinion of the Minister, there has been a misrepresentation or a breach of this warranty, the Minister could place the Proponent in default of the terms, conditions or obligations of the Agreement, and may exercise the Minister’s right to terminate this Agreement, and direct the Proponent to repay forthwith all or any part of the monies paid by Canada pursuant to this Agreement.”*

Date: _____

Signature: _____

Title: _____