



Natural Resources
Canada

Ressources naturelles
Canada

Zero Emission Vehicle Awareness Initiative

Call for Project Proposals

Applicant's Guide

Clean Fuels Branch
June 2021

Ce document est aussi disponible en français. Veuillez envoyer un courriel à nrcan.zev-vze.nrcan@canada.ca en indiquant à la ligne Objet « Guide du demandeur – Initiative de sensibilisation aux véhicules à émission zéro ».

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1 Zero-Emission Vehicle Awareness Initiative

1.1 Description and Objectives

In its strengthened climate plan, A Healthy Environment and a Healthy Economy, the Government of Canada commits to “Making clean, affordable transportation and power available in every community”, and in April 2021, Government increased its targets for emissions reductions under the Paris Agreement to 40-45% below 2005 levels.

Transportation accounts for about 25% of Canada’s total greenhouse gas (GHG) emissions. Driving down transportation emissions is critical to achieving the Government’s more ambitious climate change commitments and is consistent with the global shift toward zero-emission vehicles. That is why the Government of Canada has set a mandatory target for all new light-duty cars and passenger trucks sales to be zero-emission by 2035, accelerating Canada’s previous goal of 100 percent sales by 2040.

The Government has already invested over \$1 billion to support increased zero-emission vehicle adoption. However, to ensure Canada gets to this goal, and to provide certainty about the pathway to get there, the Government will pursue a combination of investments and regulations to help Canadians and industry in this transition.

ZEVs are vehicles that can be driven without producing polluting exhaust, and include fully battery electric, plug-in hybrid electric, and hydrogen fuel cell electric vehicles. Given that ZEVs are “fuelled” and maintained differently, Canadians often lack direct exposure to how they work, and proof that a ZEV can provide an equal or better driving experience and value when compared with a conventional internal combustion engine vehicle.

Nationwide surveys consistently show that this lack of awareness, knowledge and public confidence in ZEVs is a key barrier to adoption on a wider scale. Therefore, addressing gaps in ZEV knowledge and experience for consumers and businesses is critical to supporting Canadians through the decision making process to purchasing a ZEV.

To address these challenges, Natural Resources Canada’s Zero Emission Vehicle Awareness Initiative (ZEVAI) supports projects that aim to increase awareness, knowledge and public confidence in ZEVs and public charging and refueling infrastructure. ZEVAI helps fund outreach, education and capacity-building activities, ultimately enabling greater adoption of ZEVs by Canadians in all regions of the country, including the North, Prairie Provinces and Atlantic Canada and/or on a national scale.

This Call for Proposals seeks proposals for new and innovative projects that aim to address awareness and knowledge gaps among Canadians on ZEVs and ZEV technologies; including battery electric, plug-in hybrid electric and hydrogen fuel cell in all vehicle and equipment classes, including light, medium and heavy-duty on-road, off-road and micro-mobility solutions.

The Government of Canada and ZEVAI are committed to increasing diversity and inclusion in all sectors and areas of activity. Therefore, ZEVAI encourages applicants to highlight aspects of project proposals that will advance all forms of diversity and inclusion (e.g. racial, gender, linguistic) within project teams and project outcomes.

1.2 Duration

Funding under this Call for Proposals is available for Eligible Expenditures starting at the time of the signing of a contribution agreement with a successful applicant and completing by no later than March 31, 2023.

1.3 Eligible Recipients

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

- Electricity or gas utilities
- Private sector companies
- Industry associations
- Research associations
- Standards development organizations
- Indigenous and community groups
- Canadian 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.**

Please note that ZEVAI encourages the aggregation of smaller projects by single project applicants. Should such an application be selected for funding, the applicant would be the signatory of a single contribution agreement, and be responsible for meeting all reporting, payment claims and progress reports under that agreement. For example, if a number of municipal governments wish to deliver ZEV awareness/education campaigns, a single application could be submitted to ZEVAI by a proponent who has the capacity to manage the funding across the consortium of municipalities.

Applicants for such projects must clearly demonstrate experience and expertise as a project aggregator in their ZEVAI application.

1.4 Maximum Contribution Amount

This funding will be delivered through cost-shared, non-repayable contributions for eligible projects via contribution agreements with successful applicants.

Financial support for projects is based on the total amount of funds available for ZEVAI.

For projects with for-profit organizations, the maximum amount payable by this program can be up to 50% of total project costs.

For projects with not-for-profit organizations or provincial, territorial, regional or municipal governments or their departments or agencies where applicable, the maximum amount payable by the program can be up to 75% of total project costs.

For projects where the Proponent is an Indigenous organization or registered Indigenous business or community, the maximum amount payable by this program can be up to 75% of total project costs, regardless of whether they are for-profit or not.

The table below shows the maximum NRCan contribution amounts. Minimum NRCan contributions are also included.

<u>Organization Type</u>	<u>ZEVAI Contribution for Projects Completing Before March 31, 2022 *</u>	<u>ZEVAI Contribution for Projects Completing Between April 1, 2022 and March 31, 2023 **</u>
For-profit organizations	Minimum: \$50,000 Maximum: \$100,000	Minimum: \$100,000 Maximum: \$200,000
Not-for-profit organizations, governments or Indigenous applicants	Minimum: \$50,000 Maximum: \$150,000	Minimum: \$100,000 Maximum: \$300,000

Proposals must be clear as to whether a project will be completed before March 31, 2022 or between April 1, 2022 and March 31, 2023.

* NOTE: A project cannot incur Eligible Expenditures before the signing of an agreement with NRCan, as per this Guide (please see Sections 1.7 and 1.8).

** NOTE: For projects that will be completed after March 31, 2022, Eligible Expenses must be incurred both before *and* after March 31, 2022, and NRCan targets the negotiation of project expenditure schedules that will claim a minimum of 30% of NRCan's total contribution before March 31, 2022.

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 an

Indigenous owned business or community, not for profit organization, a provincial, territorial or municipal government or their department or agency, 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: If a preferential interest rate has been obtained through government loans towards the project, the cost savings resulting from the preferential rate would be included in stacking calculations. Clarifications will be provided on a case-by-case basis.

1.6 Eligible Projects

Through ZEVAI, NRCan will provide funding for new and innovative ZEV awareness and education activities that are to take place in Canada¹.

Projects supported under ZEVAI include battery electric, plug-in hybrid electric and hydrogen fuel cell in all vehicle and equipment classes, including light, medium and heavy-duty on-road, off-road and micro-mobility solutions.

Proposed projects could include, but are not limited to, the following activities:

- Developing and implementing a novel targeted outreach (e.g. MURB residents, new Canadians) and awareness campaign
- Establishing a web-based resource and information portal
- Implementing a test drive and trial program (e.g. ride-and-drive events in underserved areas)
- Establishing and operating showcase facilities including mobile showcases that display ZEVs and charging infrastructure
- Implementing an national or regional electric vehicle mentorship or ambassador program
- Undertaking actions to increase workplace charging awareness among employees across multiple companies
- Undertaking actions to increase physical and online visibility of charging infrastructure
- Increasing knowledge of EV charging options and technologies among potential end-users such as commercial fleets
- Developing curriculum and/or training material for a target audience such as truck drivers or auto dealers
- Developing best practices guides and educational tools to support targeted audiences or for all Canadians (national scale)

¹ Under this Call for Project Proposals, ZEVAI will not fund repeat or extended projects (same deliverables, audience, location) that were previously undertaken by the organization.

- A series of in person (if and when permitted by local health authorities) and virtual meetings, presentations, technology demonstrations or other events (with remote attendance options)²

1.7 Application and Project Timeline

Applicants must submit a complete application package using the online system available through the [ZEVAI website](#), or via email or hard copy via courier or registered mail. Only proposals for which all application sections have been completed will be considered.

The ZEVAI schedule under this Call for Project Proposals is as follows:	
Initiate the call for proposals	June 17, 2021
Submission deadline	August 16, 2021 (23:59 Eastern Daylight Time)
Assessment of proposals	August - September 2021
Funding decisions, letters of conditional approval (LOCA) and letters of regret	Fall 2021
Negotiation and signature of contribution agreements	Fall/Winter 2021
Project completion date	No later than March 31, 2023

The above schedule is subject to change. Any changes will be communicated to applicants via [NRCan's ZEVAI website](#).

1.8 Eligible and Ineligible Expenditures

Eligible expenditures for an approved project under ZEVAI 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. Curriculum development, education, facilitation scientific, technical, management; training; marketing; data collection; logistics; printing; distribution)
- Capital expenses, including informatics and other equipment or infrastructure; Rental fees or leasing costs;
- Reasonable travel costs, including transportation, meals and accommodation, at rates comparable to the Treasury Board travel guidelines
- Rental fees or leasing costs;
- License fees and permits;
- 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.

² Annual events held by organizations are not eligible for ZEVAI funding.

Ineligible Expenditures* for reimbursement under ZEVAI will include:

- In-kind*;
- Land;
- Legal costs; 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 the applicant chooses to include in-kind support as part of the total project costs, those costs must be verifiable and directly in support of the project. Further details are available in Section 5.2 of this document.

1.9 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 Schedule C) 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.

1.10 How to Apply

A complete application package (proposal) consists of:

- A completed application in the online submission system (or for email/hard copy submissions, the required 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, August 16, 2021**. Applications can be submitted to NRCan in digital (online system or email) 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 below in this Guide and in the Application Form available in the application package on the NRCan's ZEVAI website.

When an application has been submitted, a notification will be sent by NRCan 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 NRCan.

1.10.1 Electronic Submissions of Proposals

Applicants are encouraged to submit their applications online through the link on the [ZEVAI website](#).

Any questions or inquiries regarding the ZEVAI must be sent by email to: nrcan.zev-vze.nrcan@canada.ca

If applicants are unable to submit through the online system, they may submit their documentation by e-mail to nrcan.zev-vze.nrcan@canada.ca

If submitting by email, the Word and Excel portions of the application must be submitted. The attestation 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 e-mail attachments to NRCan is 10 MB. If the application exceeds that maximum, the applicant may forward its submission in a series of e-mails with the same subject line.

NRCan is not responsible for the security of the application during e-mail transmission.

Applicants may instead choose to submit their documentation by courier or registered mail, postmarked **by 23:59 Eastern Daylight Time, August 16, 2021** to:

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

When submitting a project proposal by courier or registered mail, a memory stick is requested that includes electronic versions of all relevant files, clearly marked with the name of the organization and the project title. **Please inform NRCan by email if an application is being delivered by courier.**

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 and Due Diligence

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

Projects that meet the mandatory criteria (Section 3) will then be assessed, rated and ranked against merit criteria (Section 4) by a multi-disciplinary 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.

A minimum merit score of sixty percent (60%) will be required to be considered for funding. Projects that met the minimum merit score will then be ranked based on final score. Projects with the highest score will be recommended for funding first, until the funding allocation for the Call for Proposals has been reached. Based on the number and quality of applications received, the minimum score to be considered for funding may be increased at the discretion of NRCAN.

Applications will also undergo a due diligence assessment, which could include a confirmation of the specifics provided in the project proposal. NRCAN may request that the applicant provide clarification to support the due diligence assessment. The final selection decision remains at the sole discretion of NRCAN.

NRCAN reserves the right to break down projects by mode (e.g. personal, medium and heavy duty vehicles) and/or by region in order to ensure that underrepresented modes and underserved regions are sufficiently funded under ZEVAI.

The applicant must include all supporting documentation requested in this Guide and/or in the Application Form.

3 Mandatory Criteria

Projects must:	
3.1	meet the Eligibility Requirements as outlined in Section 1.6 of this Guide
3.2	<p>Not have been already started AND be completed no later than March 31, 2023</p> <p>The applicant must provide a project timeline with phases (milestones).</p>

At the proposal stage, the Applicant must::	
3.3	<p>demonstrate at least 50% of secured funding of their share of the project costs;</p> <p>or, demonstrate at least 25% of secured funding for their share of the project costs for projects led by:</p> <ul style="list-style-type: none"> • not-for-profit organizations; • provincial, territorial, regional or municipal governments or their departments or agencies where applicable; or • Indigenous organizations, registered Indigenous businesses or Indigenous communities. <p>Applicants must provide documentation that the required portion of the funds to be covered by non-NRCan sources are available and have been secured by including a copy of at least one of the following:</p> <ul style="list-style-type: none"> • most recent balance sheet; • most recent financial statements; • most recent bank statements (dated within 30 days of the submission); • signed loan agreement that mentions the project; • letter of confirmation stating firm funding signed by the investor and mentioning the project; or • resolution from the governing council that funds are available for the project.

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 call for project proposals, demand for funding under ZEVAI is anticipated to be high. When preparing a proposal, applicants are encouraged to provide a detailed and clear description for each criterion. A minimum score of 60% will be required to be considered for funding.

Project Information	
4.1	<p>Project Objectives (Maximum 15 points)</p> <p>Describe how the project will support ZEVAI’s objective to increase awareness, knowledge and confidence to encourage greater adoption of ZEVs across Canada. Applications should include clear and achievable objectives (e.g. “S-M-A-R-T” i.e. specific, measurable, attainable, relevant and time-bound). The objectives should be described in terms of quantifiable goals to be achieved through this project.</p> <p>Provide any relevant information that supports the rationale for the project, for example, by highlighting the needs assessments, target users, commitments, strategies, organizational priorities, in order to demonstrate the gap in awareness/education.</p> <p>Describe how the project is new and innovative and demonstrate how the project may build on, but does not exactly duplicate existing activities. Describe the proponent organization’s ongoing activities and explain how they differ from the proposed project activities. Note that ZEVAI funding should not be directed to ongoing activities that do not have a novel aspect or target audience.</p> <p>This criterion will be assessed based on the quality of information provided to demonstrate how this project supports ZEVAI’s objectives, other organizational priorities, and the reasons why this project is required.</p> <p>The narrative may include elements such as the business model, needs assessments, targeted users, commitments such as ZEV adoption, practices to advance diversity and inclusion in the applicant organization, corporate culture, GHG reduction, supporting low-carbon commuting, alignment with other commitments and priorities, strategies, organizational priorities, description and identification of stakeholders/partners and expected outcome of the project.</p>
4.2	<p>Benefits of the Project (Maximum 20 points)</p> <p>Describe the key target audience(s), their role/engagement in the project and how they will benefit from the project activities. Identify beneficiaries other than the target audience(s), if applicable. The description should include the type of target audience(s) (e.g. geographic, demographic, psychographic descriptors), the benefits and expected outcomes of the project, including the reach, depth and impact of the project, and details on how data will be collected and reported.</p>

	<p>Note that a key ZEVAI objective is to support increased awareness and education activities across all of Canada and in particular in regions of the country that have been historically underserved by these types of activities, including the Territories, Prairie Provinces, Atlantic Canada and all rural regions.</p> <p>The proponent will be expected to identify and report on project outcomes with metrics that directly support Government of Canada objectives. Project outcomes should help increase the awareness of ZEVs among Canadians and businesses by addressing knowledge gaps or increasing capacity. Identify the expected outcomes, key performance indicators (KPIs) and the type of evidence to be gathered to demonstrate that outcomes have been achieved (e.g. survey, number of visits, studies, etc.).</p> <p>Examples of KPIs for projects funded by ZEVAI could include, but are not limited to the following:</p> <ul style="list-style-type: none"> • the percentage of a target audience reached; • the number of new target audiences or communities reached; • the number and types of historically underrepresented groups reached, as a measure of project inclusion and diversity; • number of ZEV related events implemented, number of participants in those events and geographic distribution of the events; • social media metrics including engagement rates (e.g. views, likes, shares etc.), reach (e.g. unique viewers) and depth (e.g. subscriptions of online materials); • number of new materials developed to provide awareness and education on ZEVs; or • number of times new materials are shared with other organizations promoting ZEV awareness. <p>It is recommended that proponents support their project idea with relevant research or analysis. Include an explanation describing the knowledge and awareness gap(s) and how the project addresses it/them. Where possible and available, a baseline (e.g. current state of awareness of a target audience) should be provided.</p>
<p>4.3</p>	<p>Project Activities and Timeline (Maximum 15 points)</p> <p>List the key activities in a logical sequence, including timelines and/or duration of each, and descriptions where needed. Activities are the steps that will be taken to implement the project. Activities should be specific, measurable, realistic and relevant to the project objectives.</p> <p>The project timeline must be clear and feasible. As required under 3.2, the project must provide a project timeline with phases (milestones) and must be completed no later than March 31, 2023.</p> <p>Proposals must be clear as to whether a project will be completed before March 31, 2022 or between April 1, 2022 and March 31, 2023.</p>

	<p>This criteria will be evaluated based on how well the activities are described, if all key activities have been identified and if the timeline is realistic. Activities may include elements such as procurement, on-going project development maintenance, visibility and marketing activities; etc.</p>
<p>4.4</p>	<p>Capacity to Deliver Projects (Maximum 15 points)</p> <p>Describe your organization’s ability and experience in developing, implementing, monitoring and managing Projects within a specified timeframe and budget.</p> <p>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.</p> <p>Demonstrate that your organization has the capacity to manage the project by providing relevant examples (max 3) from other projects and their achievements completed within the past four (4) years. For example, projects related to the awareness of low carbon transportation fuels, electrification and/or reductions of GHG emissions.</p> <p>Within each project example, provided information must include:</p> <ol style="list-style-type: none"> 1. the name of the client organization; 2. a brief description of the scope of project; 3. a summary of the methodologies and approaches employed; 4. the dates and duration of the project; and 5. the dollar value of the project. <p>Describe in detail your organization’s capacity to measure project impact and provide project reporting documentation.</p> <p>NOTE: if applying to be an aggregator for multiple smaller projects under a single ZEVAL agreement, describe in detail your organization’s experience and expertise in managing and successfully delivering aggregated projects.</p>
<p>4.5</p>	<p>Risks and Risk Mitigation (Maximum 10 points)</p> <p>Describe all potential risks to the Project and/or circumstances that may negatively affect the successful delivery, or cause delays of the Project objectives. List mitigation strategies for addressing the risks identified, should they occur. (Failure to list any potential risks results in a 0, as no Project is without a certain level of risk.)</p> <p>This criterion will be evaluated based on how well the applicant described the project risks (are all key risks well defined and explained) and on the relevance and appropriateness of proposed risk mitigation strategies.</p>

<p>4.6</p>	<p>Reach and impact regarding equity, diversity and inclusion, including lower-income and underrepresented groups (Maximum 10 points)</p> <p>NRCan encourages projects that target and support under-represented groups and regions, racialized individuals, visible minorities, lower income households, and disadvantaged individuals.</p> <p>Describe specifically which groups the project will serve, serve if any, whether and how those groups are involved in project design or oversight, and how the project will measure success with increased access by these groups to knowledge and adoption of zero-emission transportation.</p>
<p>4.7</p>	<p>Participation from Indigenous Organizations and/or benefits to Indigenous audiences (Maximum 10 points)</p> <p>NRCan encourages projects with participation from Indigenous-led organizations, including incorporated for-profit and not-for-profit Indigenous controlled organizations, Indigenous controlled unincorporated associations, Indian Act bands, tribal councils and Indigenous self-government entities.</p> <p>Describe how the project involves collaboration and partnership with Indigenous organizations. The proposal should clearly identify Indigenous organizations and collaborators that will be involved with the project (name, how they will contribute to the project objectives and their relevant experience). Indicate whether these partners are confirmed or not.</p>
<p>4.8</p>	<p>Involvement of Partners and Collaborators (Maximum 5 points)</p> <p>Describe how the project involves collaboration and partnership with other organizations. The proposal should clearly identify organizations and collaborators that will be involved with the project (name, how they will contribute to the project objectives and their relevant experience) and how the partnership or collaboration will be leveraged to benefit the project. Indicate whether these partners are confirmed or not.</p> <p>Where applicable, describe how the project is coordinated or collaborates with related awareness activities that focus on multi-modal transportation. That is, the principle that other low or zero emission forms of mobility, such as active transportation (walking, cycling), public transit, ride sharing and ride hailing are all essential components of a net-zero emission transportation future for Canada.</p>

5 Contribution Agreement

It is the applicant’s responsibility to review and ensure that the eligibility conditions of ZEVAI are met. Understanding and agreeing to the provisions and definitions used in the contribution agreement will facilitate negotiations should a project be selected for funding.

NRCan will not accept any changes to the provisions of the standard template agreement unless a successful applicant’s legal counsel provides a legal rationale for the changes. NRCan will only consider changes in cases where the existing provisions create a legal impediment to a successful applicant entering into an agreement. Applicants are

encouraged to review the following articles with their legal counsel prior to submitting their application.

Minor changes can be made to the details of the statement of work and budget schedules, in order to ensure they properly reflect project proposals submitted with ZEVAI applications.

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 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 Claims for Reimbursement

The contribution agreement will set out the required terms for payments, which will be made to reimburse proponents based on receipt and approval of claims for payment. No advance payments will be made through ZEVAI.

Final payment will not be made until a proponent complete all project activities and NRCan considers those activities acceptable. To ensure appropriate project oversight, a percentage of the contribution will be withheld until all conditions of the contribution agreement have been met.

Proponents under ZEVAI may be audited one or several times either after the project completion date or at NRCan's discretion during the project.

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 use and distribution of data collected under this program will comply with both the *Privacy Act* and the *Access to Information Act*.

Pursuant to the *Privacy Act*, the program will keep confidential any personal information it may collect and will not disclose or transmit said information without the applicant's written consent.

Pursuant to the *Access to Information Act*, the program will protect from disclosure any information of a financial, commercial, scientific or technical nature it collects from

applicants so long as the applicants treat said information as confidential in their own establishments. If the applicant chooses to send the proposal or other confidential information to Natural Resources Canada by e-mail, Natural Resources Canada will respond to the proposal by e-mail. Similarly, if the applicant's correspondence is through regular mail, Natural Resources Canada's response will be in like manner. However, in all cases, Natural Resources Canada will use e-mail correspondence to the applicants for all non-confidential matters.

5.1.4 Business Information

NRCan may collect, use and share an applicant's documentation prepared in the administration of ZEVAI. 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 and/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:

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

NRCan publishes a list of successful projects on Government of Canada websites. This list would include the name of the proponent, the project name, and 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.
- 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 project management and administrative staff. 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 audit. 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; audit and evaluation. 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

Unless stated otherwise in the contribution agreement between NRCan and the proponent, 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 Council Travel Directive, updated as required to cover the period during which the travel takes place:

- Travel, food and lodging costs to meet with NRCan officials.
- Travel, food and lodging costs necessary for other project activities.

5.2.5 Capital Expenditure

Capital expenses are defined as an expenditure that results in a long-term benefit, as required by the project. Note that land is not considered an eligible expenditure under ZEVAI. 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, software or physical property needed for the conduct of the project.

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 Impact Assessments

Should an Impact (including 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 ZEVAI funding to the proposed project being made.

Definitions:

In-kind support: a cash equivalent contribution in the form of an asset³ 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.

³ Asset in this section means a useful and valuable good, service or other support provided to the project.

Eligibility of In-kind Contributions:

- It must be essential to a projects' 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.
- 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 costs.

5.4 Reporting Requirements

Funding recipients will be required to report on the project's financials and overall outcomes.

Recipients will be asked to report progress against milestones and claims for payments by describing and demonstrating how contributions are/were spent, along with a declaration as to the total amount of contributions or payments received from other sources in respect of the project.

Funding recipients will also be required to provide a post-project report comprised of a final narrative report to describe how project activities have contributed to the achievement of the objectives of the project, and a final assessment of performance indicators to report on short term, intermediate term, and long term outcomes of the project. By reporting against collected key performance indicators (see section 4.2 for examples), the final report should address how the project increased/improved ZEV awareness and education, enhancing availability and accessibility for Canadians. Key performance indicators must also take to diversity & inclusion (incl. gender) into consideration.

6 Contact Information

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

nrcan.zev-vze.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 NRCan's ZEVAI website.

During the application period, NRCan employees are not at liberty to meet or discuss proposed projects with applicants.

Applicant's Attestations

By submitting this proposal, the project 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 NRCan through ZEVAI, 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 he/she has 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 Awareness Initiative

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 Awareness Initiative 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**.

Name and Title (please print)	Signature of duly authorized financial officer	Date
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Appendix B: Proof of Funding – Funding from Other Contributors

Zero Emission Vehicle Awareness Initiative

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 Awareness Initiative 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**.

Name and Title
(please print)

Signature of duly
authorized financial officer

Date

Appendix C: 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

TRANSPORTATION AND ALTERNATIVE FUELS PROGRAM NON-REPAYABLE CONTRIBUTION AGREEMENT

THIS AGREEMENT is made in duplicate

BETWEEN:

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

AND:

[PROPONENT NAME], a corporation, registered under the laws of Ontario (the "Proponent").

WHEREAS Canada wishes to encourage the adoption of the **TRANSPORTATION AND ALTERNATIVE FUELS 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 (Description of the Project), the Proponent will require financial assistance from Canada;

AND WHEREAS Canada is willing to provide financial assistance toward the Eligible Expenditures of the Project in the manner and upon the terms and conditions hereinafter set forth;

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;

"Completion Date" means the date that the Proponent shall complete the Project as specified in Paragraph 4.2;

"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 March 31, 2023**;

"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 that goods have been received by, and/or services have been rendered to, the Proponent;

"Incurred and Paid" means, in relation to an Eligible Expenditure, 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;

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

"Proposal" means a written Proposal signed by the Proponent on **April 1, 2021** 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 [Month X, 20XX] to March 31, 2023.

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. DURATION OF THE AGREEMENT

- 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 expire on the latest of:
- a) the Completion Date;
 - b) the completion of the Project to the satisfaction of the Minister; or
 - c) the date on which all amounts owed by the Proponent to the Minister under this Agreement have been paid in full.
- 3.3 The following clauses shall survive the expiration of this Agreement for an additional three (3) years:
- a) Article 8 (Accounts and Audits);
 - b) Article 9 (Intellectual Property);
 - c) Article 10 (Indemnity);
 - d) Article 11 (Default);
 - e) Article 13 (Reports); and
 - f) Article 26 (Dispute Resolution).

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 complete the Project 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 a "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 a "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, in the event that the Project becomes a "designated project" or a "project" as defined in Paragraph 5.2 above, the Minister has no obligation to request a decision by the Governor in Council, and may, terminate this Agreement with immediate effect by giving notice in writing to the Proponent. 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 extra-contractual liability, or 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; and**
- 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 date]**.

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 Completion Date, the Total Government Funding as set out in Schedule B (Budget and Eligible Expenditures) that the Proponent has received exceeds **seventy five percent (75%)** 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 Completion Date, 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, following receipt of a claim, acceptable to the Minister, for payment of Eligible Expenditures Incurred by the Proponent, accompanied by copies of documents in accordance with Schedule C (Reports) or as otherwise

requested by the Minister, Canada shall pay the Contribution towards the Eligible Expenditures of the Project.

7.2 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 sixty (60) days after the end of each quarter ("Claim Period")

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 Notwithstanding Article 25 (Amendments), following receipt of a written request from the Proponent in accordance with Article 24 (Notices), the Minister may approve in writing at his sole discretion an extension to submit any claim or any report required to be submitted in accordance with this Agreement.

7.5 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 the Queen in Right of Canada and is recoverable as such.

7.6 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.

8. ACCOUNTS AND AUDITS

8.1 Prior to the Completion Date and for **three (3) years** after the expiration of this Agreement, as described in Article 3 (Duration of the Agreement), 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 (Description of the Project) 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).

8.2 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.

9. INTELLECTUAL PROPERTY

9.1 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.

9.2 The Proponent shall supply to Canada the reports and documents described in Schedule C (Reports), 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.

10. INDEMNITY

10.1 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.

11. DEFAULT

11.1 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 Article 2 (Representations and Warranties);
- 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 Article 4 (Conduct of Project), Article 5 (Impact Assessment) or Article 7 (Method of Payment) 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.

11.2 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 11.1(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.

11.3 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.

12. ACCESS

12.1 Prior to the Completion Date and for **three (3) years** after the expiration of this Agreement, the Proponent shall provide the Minister or Minister's representatives 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.

13. REPORTS

13.1 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.

14. DISPOSITION OF ASSETS

14.1 If, prior to the Completion Date and for **three (3) years** 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.

15. SUBCONTRACTS

15.1 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.

16. LEGAL RELATIONSHIP

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

16.2 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.

17. ACKNOWLEDGEMENT

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

17.2 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.

17.3 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.

17.4 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.

18. TIME OF ESSENCE

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

19. MEMBERS OF PARLIAMENT

19.1 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.

20. CONFLICT OF INTEREST

20.1 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.

20.2 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.

20.3 If a conflict of interest situation arises during the Agreement, the Proponent shall notify the Minister, in the manner prescribed in Article 24 (Notices). 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.

20.4 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.

21. FORCE MAJEURE

21.1 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.

21.2 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.

21.3 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.

22. GOVERNING LAW

22.1 This Agreement shall be interpreted in accordance with the applicable federal laws and the laws in force in the Province of Ontario.

23. ASSIGNMENT

23.1 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.

24. NOTICES

24.1 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:

Executive Director
Fuel Diversification Division
Natural Resources Canada
580 Booth Street
Ottawa, Ontario
K1A 0E4
Telephone:
E-mail:

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:

24.2 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.

24.3 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.

25. AMENDMENTS

25.1 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.

26. DISPUTE RESOLUTION

26.1 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.

27. APPROPRIATION

27.1 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.

27.2 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.

28. LOBBYING ACT

28.1 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.

29. SUCCESSORS AND ASSIGNS

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

30. OFFICIAL LANGUAGES/LANGUES OFFICIELLES

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

30.2 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*.

31. COUNTERPART SIGNATURE

31.1 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.

32. SEVERABILITY

32.1 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.

33. ENTIRE AGREEMENT

33.1 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

Delegated NRCan Signing Authority

[PROPONENT NAME]

Date

[Signature of duly authorized officer]

[Title]

FOR REFERENCE PURPOSES ONLY

SCHEDULE A

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

[PROPONENT NAME]

DESCRIPTION OF THE PROJECT

PROJECT TITLE:	[Project title]
PROJECT OBJECTIVE:	The objective of this Project to support the awareness and use of lower-carbon transportation options, such as energy-efficient technologies and practices and lower-carbon vehicles and fuels in Canada.
PROJECT SUMMARY:	[High level overview of the project]
BENEFITS:	<ul style="list-style-type: none"> • <u>Benefits to Canada / Canadians:</u> Encourage the use of electric and alternative-fuel vehicles in Canada. • <u>Benefits to Stakeholders:</u> Increased capacity to encourage awareness and use of lower-carbon transportation options such as alternative-fuel vehicles and low-carbon fuels.

PROJECT TASKS:

Task Number	Task	Description	Outputs
1.	[Task Title] (timeline)	Under this task, the Proponent will: • (describe)	• (Describe)
2.	[Task Title] (timeline)	Under this task, the Proponent will: • (describe)	
3.	[Task Title] (timeline)	Under this task, the Proponent will: • (describe)	

ACKNOWLEDGEMENT:

In compliance with Paragraphs 17.1, 17.2, 17.3. and 17.4 of Article 17 (Acknowledgement) of this Agreement, the Proponent shall acknowledge the financial support of Canada in all public information produced as part of this Project and shall give Canada a three weeks prior written notice of any media announcement or public event and a reasonable opportunity to review and comment thereon.

Any acknowledgement to Canada should be as follows:

[approved sample NRCan logo]

The Proponent will need to request the vector format before producing the communication material. Also, allow time in the production for Canada to review the communication products before they are published.

Where only text is allowed, the acknowledgement will include the following or similar wording: “This (Project name or service or product) is made possible by a financial contribution from Natural Resources Canada.”

PERFORMANCE INFORMATION:

Key Performance Indicators:
1. [List of key performance indicators with measurable results for reporting]
2.
3.

SCHEDULE B

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

[PROPONENT NAME]

BUDGET AND ELIGIBLE EXPENDITURES

1. Subject to the limitations set out in the Article 6 (Contributions), Eligible Expenditures shall be approved in accordance with Treasury Board Guidelines associated with the execution of the various activities as described in Schedule A (Description of the Project).

Approved Budget (\$)	2021-2022	2022-2023	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	
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
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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 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, at cost, without any allowance for overhead or profit in accordance with the Treasury Board Travel Guidelines, updated as required to cover the period during which the travel takes place at: <http://www.tbs-sct.gc.ca/psm-fpfm/pay-remuneration/travel-deplacements/menu-travel-voyage-eng.asp>
 - 4) Overhead is limited to **fifteen percent (15%)** of Eligible Expenditures.
2. Notwithstanding the Article 25 (Amendments), 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 may 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 Article 24 (Notices).

SCHEDULE C

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

[PROPONENT NAME]

REPORTS

1. Payment Claims:

The Proponent shall provide the following documentation when submitting each claim for payment 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 [date] .	[date]
From [date] to [date]	[date]
From [date] to [date]	[date]
From the [date] to [Project Completion Date] .	[date]

- 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;

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 days [date] after the Project Completion:**

- i. a financial report that shall demonstrate how the Contribution was spent, including the receipt of goods and/or services being funded by Canada;
- ii. 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;
- iii. 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;
- iv. 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.

FOR REFERENCE PURPOSES ONLY

SCHEDULE D

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

[PROPONENT NAME]

CERTIFICATION OF ELIGIBLE EXPENDITURES INCURRED AND PAID

1. Pursuant to the Article 7 (Method of Payment) of this Agreement, the Proponent must submit, no later than [same date as per the section on Financial 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 Article 6 (Contributions), 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: _____