



Charge Up

Program Applicant Guide

Support for Indigenous Communities and Organizations to install electric vehicle charging stations in Public Places, On-Street, Multi-Unit Residential Buildings, Workplaces and to power Light-Duty Vehicle Fleets

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1. The Charge Up Program

The Indigenous Clean Energy Social Enterprise (ICE), with support from Natural Resources Canada (NRCan), is pleased to deliver Charge Up – a program designed to accelerate the installation of electric vehicle (EV) charging stations in Indigenous communities across Canada. EVs represent a new wave of clean energy opportunity for Indigenous communities and businesses. Charge Up is aimed at powering the national Indigenous electric highway and connecting communities coast to coast to coast.

Through the Charge Up Program, ICE will reimburse Indigenous communities and businesses for 50% of EV charger installation costs (up to set maximums per charger). The \$316,250 funding available will help support the installation of up to 10 Level-2 chargers and 15 fast chargers in approximately 20 Indigenous communities across Canada.

These EV chargers must be installed in public places, on-street, multi-unit residential buildings, workplaces, and/or facilities servicing light-duty vehicle fleets, as described below. While all Indigenous communities and Indigenous-owned businesses are invited to apply, preference will be given to rural communities. We also note that priority will also be given to projects endorsed by 20/20 Catalysts. Applications open on March 1, 2022, and projects will be approved monthly until all funding is allocated. All projects must be completed by March 31, 2023.

1.1 Location Definitions

Projects that are eligible under this Charge Up Program must lead to increased EV infrastructure in or for the following locations:

Public Places and On-Street

Public Places are defined as parking areas intended for public use. Parking areas can be privately or publicly owned and operated. On-street and curbside charging infrastructure are considered public places.

Examples of public places and on-street include: service stations, restaurants, arenas, libraries, medical offices, park and rides, and churches.

Multi-Unit Residential Buildings (MURB)

MURBs are defined for the purposes of this Charge Up Program as a building with a minimum of three (3) dwelling units. This can include MURBs for residential or commercial use.

Workplaces

Workplaces are defined as a location where employees perform duties related to a job. Charging infrastructure is installed in parking locations primarily used by the employees during working hours (it may be open to the public outside of working hours).

Charging infrastructure installations in a private residence, even if a business is registered at the same address, are not included in this category.

Light-Duty Vehicle Fleets

Light-duty fleet vehicles are owned or leased by an organization and used in support of organizational or business operations and activities. These fleets are composed of multiple vehicles and are managed by a common owner. An example of a light-duty vehicle fleet is a fleet composed of taxis.

1.2 Additional Definitions

The following are other key terms and expressions used throughout this Applicant Guide:

Applicant refers to the entity applying to receive funds from the Charge Up Program.

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

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

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

Project means the activities involved in installing one or more EV Chargers as described in this Applicant Guide and for which reimbursement is being sought by applying to the Charge Up Program.

Project Completion means the date on which the installation of the EV Chargers is completed.

Recipients are the Applicants that are successful in receiving the funding for their proposed Project.

Rural Communities are defined as being at least 50km away from nearest urban centre (town with over 40,000 people).

Remote Communities are defined as not being connected to a main electrical grid.

2. Application Information

This section provides information on application timing, funding amounts, eligible and ineligible Recipients, Projects and expenditures, and the process to apply.

2.1 Application and Selection Periods and Funding Allocations

- » The application period will open on March 1, 2022 and will close once all available funding is allocated.
- » Applications will be accepted on a rolling basis.
- » Follow up and assessments of Projects will happen throughout the month they are submitted.
- » Successful Projects will be selected at the end of each month.
- » Projects that are not selected in a given month, may be considered in future months based on applications received.
- » Applications will continue to be accepted until all funding is allocated.
- » Before you begin your application please read through this Applicant Guide and review the Application Form attached as Appendix B.

2.2 Initial Application Window for Rural Indigenous Groups

From March 1, 2022 until March 31, 2022, ICE will only review applications from Indigenous-owned businesses in Rural and Remote Communities.

Applicants that are not part of a Rural Community can still apply during the initial 31-day reserved window, however, their application will only be processed after March 31, 2022 when the Charge Up Program opens to all interested Indigenous organizations whether they are considered a rural or not.

2.3 Recipient Eligibility Criteria

This Charge Up Program is open only to Indigenous communities and business. Examples of eligible recipients include:

- » Indigenous Governments
- » Economic Development Corporations
- » Indigenous-owned for-profit and not-for-profit businesses
- » Friendship Centres

*Applicants will be required to provide a copy of their articles of incorporation or registration to confirm that the organization is validly incorporated or registered. This is not required for Indigenous governments.

2.4 Project Eligibility Criteria

In order to be considered for and receive funding, a Project must meet all of the following criteria:

- » Be located in Canada;
- » Be a permanent installation (mounted or fixed models);
- » Include only new and purchased equipment, and not include any leased equipment;

- » Be for a new installation of EV Chargers, or an expansion of an existing EV Charger installation, and not include the replacement of an existing EV Charger installation;
- » Comply with the EV Charger eligibility requirements set out below; and
- » All work performed in connection with the Project must be in compliance with all applicable local codes (including building and electrical) and bylaws (including zoning and parking).

In order to be considered for and receive funding, the EV Chargers to be installed and operated as part of the Project must:

- » Increase localized charging opportunities, only in or on the following locations:
 - Public Places and On-Street;
 - Multi Unit Residential Buildings (MURBs);
 - Workplaces; or
 - Facilities servicing Light-Duty Vehicle Fleets;
- » Include one or more of the following charging connector types:
 - SAE J1772 standard (Level 2 (208/240 V));
 - SAE J1772 combo (for fast chargers); and/or
 - other proprietary charging connector types consistent with any ICE specifications; provided that at least twenty-five (25%) percent of the total charging connectors at a Project site must be SAE J1772 standard and/or SAE J1772 combo charging connectors;
- » Be considered “Connected EV Chargers”, as defined in Section 1 of this Applicant Guide; and
- » Be certified for use in Canada (e.g., CSA, UL, Interlink) and be commercially available.

2.5 Project Selection Criteria

Projects that meet the mandatory eligibility criteria described in Sections 2.3 and 2.4, will be assessed against the following criteria:

- » **Project Readiness** – Given the short timelines to implement Projects, preference will be given to Projects that are most ready for implementation.
- » **Expanding the Charging Network** – A primary goal of the Charge Up Program is to expand the availability of electric vehicle charging stations in Indigenous communities. Therefore, priority will be given to Projects happening in Rural and Remote Communities and communities that do not already have a charging station.
- » **Community Education and Involvement** – Given the newness of electric vehicles and charging stations, additional consideration will be given to Projects that include some degree of community involvement and/or education.
- » **Indigenous Contracting** – To maximize the Indigenous benefits of these projects, preference will be given to Projects that involve Indigenous contractors in some or all the work. This can also include having community members shadow the installers to gain experience.

2.6 Maximum Funding Amount

ICE's contribution will be limited to less than \$75,000 per Recipient and Project. Under the Charge Up Program, Recipient will be eligible to be reimburse up to 50% of the total Project costs for Eligible Expenditures during the , up to the maximum amounts per EV Charger/Charging Connector shown in the following table:

Maximum Funding for Type of Infrastructure

Type of Infrastructure Output	Maximum Funding
Level 2 (208 / 240 V) charger (3.3 kW to 19.2 kW)	Up to 50% of total Project costs, to a maximum of \$5,000 per connector*
Level 3 Fast charger (20 kW to 49 kW)	Up to 50% of total Project costs, to a maximum of \$15,000 per charger
Level 3 Faster charger (50 kW to 99 kW)	Up to 50% of total Project costs, to a maximum of \$50,000 per charger
Level 3 Fastest charger (100 kW and above)	Up to 50% of total Project costs, to a maximum of \$75,000 per charger

*Level 2 chargers may have more than one connector per charging station. Applicants are eligible to receive rebates per Level 2 connector.

Example: The Band Office wants to install EV charging stations for their light-duty fleet of EVs and has been approved to receive funding under the Charge Up Program. After meeting with contractors to assess their site and get quotes, they decide to install one Level 2 charger with two connectors. The cost of each connector is \$5,000 and the installation costs are \$7,000. The total Project cost including installation is \$17,000, and all their expenses happen to be eligible to be reimbursed under the Charge Up Program. The Band Office would receive a rebate of \$8,500 through the Charge Up Program upon proof of successful Project completion, which is 50% of the total Project cost, and does not exceed the maximum of \$5,000 per connector on a Level 2 charger.

2.7 Stacking Funding

Prior to receiving funding, and continuously until the Projects are completed, Recipients 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), plus the funding from ICE, cannot exceed 100% of the total Project costs.

If the proposed total government assistance exceeds the limits set out above, the total contribution to the Project by ICE will be reduced until the stacking assistance limit is met.

Note: The government assistance referred to in these stacking limits does not include loans from governments or Crown agencies.

2.8 Eligible and Ineligible Expenditures

Expenditures eligible for reimbursement for an approved Project shall be exclusively limited to those expenses directly related to, and necessary for, the implementation and conduct of the approved Project, namely:

- » Salary and Benefits;
- » Professional Services;
- » Capital Expenses;
- » Rental Fees or Leasing Costs;
- » License and Permits Fees;
- » Environmental Assessment Costs;
- » GST, PST and HST; and
- » In-Kind Support, if agreed to in writing by ICE prior to the effective date of the Charge Up Program Agreement.

See **Appendix A** of this Applicant Guide for details and definitions of Eligible Expenditures.

The following expenditures are not eligible for reimbursement under the Charge Up Program:

- » In-Kind Expenses, if not agreed to in writing by ICE prior to the effective date of the Charge Up Program Agreement;
- » Land costs;
- » Legal costs;
- » Ongoing operating costs (e.g., electricity consumption, operation, maintenance, networking fees, subscription fees, etc.); and
- » Costs incurred outside the Eligible Expenditure Period (set out below), including those for preparing the Application.

Ineligible expenditure costs from Recipient and its partners may count towards the total Project costs, even if those expenditures are not eligible to be reimbursed. If you choose to include in-kind support as part of the total Project costs, it must be verifiable and directly in support of the Project. Further details are available in **Appendix A** of this Applicant Guide.

Note: Ongoing operating costs (e.g. electricity consumption, operation, maintenance, networking fees, subscription fees, etc.), and costs incurred before a Project is approved by ICE, including those costs for preparing this application, are **not** eligible costs. For example, any money spent on a site readiness assessment prior to Project approval would not be eligible for reimbursement.

2.9 Eligible Expenditure Period

After being approved for funding, Recipients will be asked to sign a Charge Up Program Agreement (**Appendix C**). Eligible Expenditures will be eligible for reimbursement from the time that a Charge Up Program Agreement is signed by ICE until the Project completion date.

All Projects must be completed by March 31, 2023.

2.10 How to Apply

Applicants must submit a complete application package using the form found at <https://indigenoucleanenergy.com/our-programs/charge-up/>. You will need to complete the form in one session, so we strongly recommend you review the application form contents in **Appendix B** and gather all the necessary information and attachments needed before applying. This includes attaching a quotation from contractors to substantiate the expected Project cost. With this preparation, the online form should only take 20-30 minutes to complete.

2.11 Key Timelines

Confirmation of Receipt: Once you submit your application, you will receive an email confirming receipt of your application within 5 business days. You should not consider your application as successfully submitted until you receive the acknowledgement notice from the Charge Up Program.

Application Review: ICE will review your application for completeness and will send an email within 45 business days of receipt to confirm whether your application is approved, denied, or additional information is required. Applicants being considered for funding may receive a phone call to clarify any components of their Project and further assess Project readiness. If required items are missing or incomplete, the email will provide a list of items to be resubmitted. If the application is complete, the email will confirm approval (assuming funds are not depleted), the expected amount to be reimbursed upon Project completion, and include the Charge Up Program Agreement to be signed.

Charge Up Program Agreement: Within 30 days of receiving the approval email, the Charge Up Program Agreement must be signed by a duly authorized signing officer and returned to ICE. Once the Charge Up Program Agreement has been submitted, the Project is considered initiated and eligible expenses are reimbursable. See **Section 3** and **Appendix C** for details on the Charge Up Program Agreement.

Project Installation: Projects must be completed and operational before March 31, 2023.

Project Completion: Once the Project is completed, Applicants should notify ICE within 2 business days. At this point, ICE will provide a list of documents to submit within 30 days of Project completion. These documents include:

1. Evidence that each Charging Station is continually operational, which can include real-time data from chargers, servers, or the cloud, and photographs of active users at the Charging Stations.
2. Photographs of site(s) with EV Chargers installed, including the address and the date the photograph was taken.
3. All documents supporting the Applicant's request for reimbursement, including proof of payment, receipts, timesheets for any salary costs, and invoices with a list of all Eligible Expenditures related to the purchase and installation of the Charging Station, etc.
4. Any other documentation that ICE may require to support the reimbursement claim.

Reimbursement: Applicant should receive reimbursement within 8 months of the required documentation showing Project completion being approved by ICE. While ICE will work as fast as possible to issue reimbursements, the process is subject to NRCan review processes and distribution of funds.

2.12 Information Privacy

Any sensitive or personally identifiable information or data directly shared with ICE in respect of the Applicant or its employees, officers, and/or agents will be kept strictly confidential unless such information is already in the public domain or with written consent of the Applicant.

Individual data from the applications will only be accessible by ICE and NRCan and will not be shared with or accessed by any other parties, without the express written consent of the Applicant. Third-party service providers used by ICE to administer the Charge Up Program and communicate with participants will use any information provided solely for the purpose of providing the contracted service to ICE.

Any individual data from a Project will be kept for a maximum of three (3) years after the Project is completed for audit purposes, after which all confidential information will be carefully deleted.

ICE will have the right to use aggregated information or data collected from the Applicant in a form that is not personally identifiable for benchmarking, research, and analysis purposes to better support those participating in the Charge Up Program and to extract key project learnings to support other communities and future ICE programming.

2.13 Acknowledgment

By submitting an Application, the Applicant hereby agrees as follows:

- » ICE's office may contact the Applicant should additional information or clarification be required, or for any other purpose in connection with its application.
- » ICE has no responsibility to the Applicant in connection with any costs that it may incur in preparing and submitting its application.
- » ICE in no way guarantees the Applicant's application will be approved.
- » The decision of ICE on any application is final. For greater certainty, no appeal of our decision is possible.
- » ICE or any of its directors, officers, staff, volunteers, contractors, or other representatives will have no liability to the Applicant arising out of or in connection with the application process and the Applicant hereby releases, waives, discharges and covenants not to sue ICE or any of its directors, officers, staff, volunteers, contractors, or other representatives in connection therewith.

3. Charge Up Program Agreement

Once an Applicant is approved for funding, they will be provided with a Charge Up Program Agreement to review and sign (provided as reference only in **Appendix C**). The material provisions of the Charge Up Program Agreement are not able to be modified. We encourage Applicants to

review the Charge Up Program Agreement template with their legal counsel prior to submitting their application.

Until both parties sign a Charge Up Program Agreement, there is no commitment or obligation on the part of ICE to make a financial contribution to any Project, including for any expenditure incurred or paid prior to the signing of such a Charge Up Program Agreement.

3.1 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 Charge Up Program Agreement. ICE will follow up with Applicants during the application assessment, as required.

4. Contact Information

For any inquiries regarding ICE's Charge Up Program, please contact:

Jessica Tait – ICE Program Coordinator
Email: jtait@indigenoucleanenergy.com
Phone: (613) 416-9300 x714

APPENDIX A: DETAILS OF ELIGIBLE EXPENDITURES AND IN-KIND COSTS

Terms used but not otherwise defined in this Appendix A shall have the meanings set out in the Charge Up Program Agreement.

Definitions of Eligible Expenditures

- » **“Benefits”** means 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. Benefits does not include any item with no relationship to the Project or that has been charged on an indirect basis. Where applicable, Benefits will be agreed on prior to the signing of the Charge Up Program Agreement. If retroactive adjustments are made, ICE must be notified prior to the reimbursement claims being submitted by Recipient.
- » **“Capital Expenses”** means an expenditure that results in an enduring benefit, as required by the Project, and may include costs for retrofitting or upgrading existing capital assets, for the purchase of charging or fuelling equipment, and for Project Site preparation and networking equipment. For clarity, Capital Expenses does not include land costs.
- » **“Environmental Assessment Costs”** means any costs related to an environmental assessment that may be required, including costs for public consultation or preparing the environmental impact statement.
- » **“GST, PST and HST”** means any taxes claimed, net of any tax rebate to which Recipient is entitled.
- » **“In-Kind Support”** means a cash equivalent contribution in the form of a useful and valuable good, service, or other support provided to the Project, for which no cash is exchanged but that is essential to the Project. Recipient would have to purchase such support on the open market or through negotiation with a provider if Recipient did not provide it. The value of any In-Kind Support shall be agreed to by the Parties in writing. See “Guide to In-Kind Support” below for further details.
- » **“Licence and Permits Fees”** means the fees associated with any municipal, provincial, or federal licences or permits for setting up the fuelling/charging infrastructure, which may include safety permits, business permits and environmental permits.
- » **“Professional Services”** means the costs for the purchase of additional support required for the completion of the Project, which may include the following types of services: scientific, technical, management, contracting, engineering, construction, installation, testing and commissioning of equipment, training, marketing, data collection, logistics, maintenance, printing, and distribution. The amount eligible from a subcontractor, a

consultant, or service provider shall be the actual contract amount and a copy of the contract must be kept on file.

- » **“Rental Fees or Leasing Costs”** means the cost to rent or lease any equipment needed for the conduct of the Project, which may include construction equipment.
- » **“Salaries”** means the wages for all personnel with direct involvement in the Project, such as engineers, construction staff, and technical advisers. All eligible personnel must be employees on Recipient’s payroll. Salaries do not include payments of shares, stocks, stock options, etc. Salaries shall be the normal gross pay, before deductions, for the work performed and shall not include any markup for profit, selling, administration, or financing. “Normal gross pay” is calculated based on the regular pay for the applicable period, excluding premiums paid for overtime or shift work. This amount should not include any reimbursement or benefit granted in lieu of salaries or wages. When hourly rates are being charged for salaried personnel, the hourly rates shall be calculated based on the remuneration for the period (annual, monthly, weekly, etc.) divided by the total paid hours in the period, including holidays, vacation, and paid sick days. Labour claims must be supported by suitable documentation, such as time sheets and records, and be held for verification at time of audits. Management personnel are required to maintain appropriate records of the time devoted to the Project.

Guide to In-Kind Support:

For proposed In-Kind Support to be deemed acceptable by ICE, Recipient must provide details and amounts prior to the effective date of the Charge Up Program Agreements between Recipient and ICE. The following provides greater detail on including in-kind costs.

ICE may assess the value of any proposed In-Kind Support in the following ways:

1. Using the fair market value¹;
2. Using the incremental cost (i.e., the cost to Recipient or its partners and collaborators of providing the contributed asset, over and above normal operating cost).

¹ “Fair Market Value” means the average dollar value Recipient could get for a contributed asset in an open and unrestricted market, between a willing buyer and a willing seller (i.e., Recipient) acting independently of each other. It should approximately represent the original cost minus depreciation.

APPENDIX B: APPLICATION FORM

The following provides a template of the questions asked in the online application form. It should be used to help gather the necessary information, including required attachments, to complete the online submission. **Note that you will need to have contacted contractors to get a quote in order to submit the application.** With the information below gathered, the online application form should only take 20-30 minutes to complete.

Applicant Information	
Organization Name	
Brief description of organization	
Address (Street, City, Province, Postal Code)	
Organization phone number	
Organization email address	
Organization website (if applicable)	
Primary contact (Name, role, email and phone number)	
Please select the indigenous groups your organization represents:	<input type="checkbox"/> First Nation <input type="checkbox"/> Métis <input type="checkbox"/> Inuit
Are you in a rural or remote community? For the purposes of the Charge Up Program, rural is defined as being at least 50km away from nearest urban centre (town with over 40,000ppl), and remote is not connected to a main electricity grid.	<input type="checkbox"/> Rural <input type="checkbox"/> Remote <input type="checkbox"/> Urban <input type="checkbox"/> Not sure
How did you hear about the Charge Up Program (select all that apply)?	<input type="checkbox"/> ICE network <input type="checkbox"/> Internet search <input type="checkbox"/> Social media <input type="checkbox"/> Service providers

	<input type="checkbox"/> Newsletter <input type="checkbox"/> Peer <input type="checkbox"/> Media <input type="checkbox"/> Other If you selected "Other", please specify:
Does your community and/or organization already have an EV charger?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Project Details	
Expected Project start date	
Expected Project completion date	
<i>The completion date should be the date you expect all chargers to be installed and fully operational. Must be before March 31, 2023.</i>	
Please provide a short description of why your organization is undertaking this Project and the benefits you see for your community, organization, employees, and/or customers.	
How has or will the community be engaged in this Project?	
Will you be providing any community education about EVs and the charging station with your Project?	
If you have formal community/organizational support for the Project, please upload a copy of the commitment here. <i>This may be a formal council resolution or other similar documents.</i>	
Are the contractors you plan on using for the installation Indigenous?	
What work has already been done to help you successfully complete the Project by your estimated Project completion date?	
Any other information you'd like to share about your Project? (Optional)	
Proposed EV Charger Project sites	
<i>Please enter the individual site details for your proposed Project. If you have multiple sites (unique addresses)</i>	

<i>where you are installing EV Chargers, please complete the following short form for each site.</i>	
Site Name	
Site Address	
Installation location category (see Section 1 of the Applicant Guide for definitions if needed)	<input type="checkbox"/> Public place <input type="checkbox"/> On-street <input type="checkbox"/> Workplace <input type="checkbox"/> Light-duty vehicle fleet <input type="checkbox"/> Multi-unit residential building
Number and type of chargers planned for site	<input type="checkbox"/> Level 2 chargers* <input type="checkbox"/> Fast chargers 20 kW to 49 kW <input type="checkbox"/> Fast chargers 50 kW to 99 kW <input type="checkbox"/> Fast chargers 100 kW and above If Level 2 charger is selected, provide the total number of connectors being installed across all Level 2 chargers.
Photograph of the site prior to installation (please attach)	
Are there any upgrades needed at any of your sites, such as a new transformer or trenching, to ensure that there is sufficient power supply for the charging stations?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not sure
Project Costs and Funding	
What is the estimated total Project cost (including HST)?	
<i>*It is recommended you get a quote from a certified contractor for this work.</i>	
How much funding are you requesting from the Charge Up Program?	
What are your other sources of funding (select all that apply)? <i>Note that the total Project funding from all government sources, including funds from the Charge Up Program, cannot exceed 100% of the total Project costs. See Section 2.7 of the Applicant Guide.</i>	<input type="checkbox"/> Applicant contribution (internal/own-source financing) <input type="checkbox"/> Private sources (e.g. banking institutions) <input type="checkbox"/> Municipal funds <input type="checkbox"/> Provincial funds <input type="checkbox"/> Federal funds <input type="checkbox"/> Other sources
For each applicable funding source for the Project, please tell us who the funder is, the amount of the funding contributed, and whether it is confirmed.	

If you selected 'Applicant contribution', please upload a letter confirming this contribution of funds signed by an authorized representative.	
Additional Attachments	
Articles of incorporation or registration This is to provide proof that your organization is a legally registered or incorporated entity in Canada.	Please attach in online form
Quotation from contractor	Please attach in online form

In submitting this application, the Applicant attests that:

- They have or will secure funding for 50% of the total Project costs.
- They will pay all upfront Project costs and will be reimbursed for up to 50% of eligible costs only after all documentation proving Project completion and total costs incurred are submitted by the Applicant and approved by ICE.
- They own the Project site(s) or have consent from the property owner(s) to access the land for this Project.
- No Project location is a private residence, even if the business is registered at the same address.
- Any permits required for the installation of EV chargers have or will be obtained from legally authorized entities and follow all applicable laws.
- If the Project is projected to increase the total electrical load at Project location by more than 50kW, the Applicant has or will engage the appropriate utility prior to installing the charging stations.
- If the EV Chargers being installed are for on-street or public places, the Applicant will ensure that associated parking spaces are clearly identified for the purpose of charging electric vehicles, and that the spaces are accessible for general public use.
- The proposed Project is not subject to environmental assessment laws or regulations of any Governmental Authority, including the Impact Assessment Act (S.C. 2019, c. 28, s. 1) or the Canadian Environmental Protection Act, 1999 (S.C. 1999, c. 33), and that the Project has no adverse effects on Indigenous communities situated near the Project site.
- All the information provided in this application form including supporting documentation are true and verifiable.
- Any proprietary or confidential information provided as part of the submission, by any party, is provided with the approval of that party.
- The person submitting this application has the authority to make these attestations and submit information on behalf of the organization.

The Applicant acknowledges that:

- ICE and the Charge Up Program funder, NRCan, are subject to the Access to Information Act, and may be required to make reports and documents submitted to the Charge Up Program by Applicant publicly available for non-commercial governmental purposes.
- Third-party service providers used by ICE to help administer the Charge Up Program and communicate with Applicants will be able to access and use information provided by the Applicant solely for the purpose of providing the contracted service to ICE, and any confidential information will be protected.
- Project approval decisions are final.
- That should the Project be accepted for funding from the Charge Up Program, no liability and no commitment or obligation exists on the part of ICE to make a financial contribution to the Project until a written contractual agreement is signed by both parties.
- That any costs or expenses incurred or paid by the Applicant prior to the execution of a written contractual agreement by both parties are the sole responsibility of the Applicant, and no liability exists on the part of ICE.
- The Applicant is prepared to sign the Charge Up Program Agreement found in the Applicant Guide and enter into a contractual agreement with ICE subject to the approval of this application.

Name of duly authorized signing officer *: _____ Date: _____

**A duly authorized signing officer should be an individual who is authorized to apply for this Project on behalf of the Organization and make the acknowledgements and attestations above.*

APPENDIX C: CHARGE UP PROGRAM AGREEMENT DRAFT TEMPLATE

THIS CHARGE UP PROGRAM AGREEMENT is made on the ___ day of _____, 2022 (the “Effective Date”),

BETWEEN:

INDIGENOUS CLEAN ENERGY SOCIAL ENTERPRISE, a not-for-profit corporation incorporated under the laws of Canada (“ICE”),

AND:

[INSERT NAME OF RECIPIENT] (“Recipient”)

(each a “Party” and, collectively, the “Parties”)

RECITALS:

- A.** ICE, with support from Her Majesty the Queen in Right of Canada, represented by the Minister of Natural Resources (“NRCan”, and together with ICE, the “Program Operators”), has developed a program, known as the “Charge Up Program”, designed to accelerate the installation of electric vehicle charging stations in Indigenous communities across Canada (the “Program”).
- B.** Recipient has submitted an application for participation in the Program, in the form prescribed by ICE (the “Application”), and ICE has selected Recipient for participation in the Program.
- C.** Recipient intends to install and operate one or more Charging Stations (as defined below) at the Project Sites (as defined below), and ICE intends to provide funding for such Charging Stations, in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual agreements, covenants and representations contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree follows:

ARTICLE 1 DEFINITIONS AND RULES OF INTERPRETATION

- 1.1 Definitions. All capitalized terms used in this Agreement and not otherwise specifically defined shall have the following meanings:
- (a) “**Agreement**” means this agreement, including any amendments and schedules attached hereto, and the Applicant Guide;
 - (b) “**Applicable Law**” means, at any time, with respect to any person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official

directives, rules, consents, approvals, building codes, by-laws, permits, authorizations, guidelines, orders and policies of any Governmental Authority having authority over that person, property, transaction or event;

- (c) **"Applicant Guide"** means the applicant guide prepared by ICE to assist prospective recipients to prepare an Application, a copy of which was provided to Recipient prior to its submission of the Application;
- (d) **"Approved Application"** means the Application that has been approved by ICE in its sole and exclusive discretion, attached hereto as Schedule A;
- (e) **"Business Day"** means any day, other than a Saturday or Sunday or statutory holiday on which commercial banks in Canada are open for business;
- (f) **"Charging Connector"** means the plug on the power cord that connects the Charging Station to the charging outlets on an electric vehicle;
- (g) **"Charging Station"** means a commercially available device or infrastructure certified for use in Canada and used to provide electricity to an electric vehicle for the purpose of charging that vehicle's on-board battery;
- (h) **"Contribution"** means the total funding to be provided to Recipient by ICE for the Eligible Expenditures incurred by Recipient in connection with the Project, calculated in accordance with Section 3.2;
- (i) **"Eligible Expenditures"** means the Project expenditures designated as 'eligible' for reimbursement in accordance with Section 2.8 of the Applicant Guide;
- (j) **"Eligibility Period"** means the time period beginning on the Effective Date and ending on March 31, 2023;
- (k) **"Governmental Authority"** means any (i) federal, national, state, provincial, local, municipal or other government with jurisdiction over the Parties or NRCan; or (ii) other governmental, regulatory or administrative agency, commission, or any court with jurisdiction over the Parties or NRCan, and for greater certainty shall include the Electrical Safety Authority and the conditions of service of the applicable local distribution company or electricity utility;
- (l) **"Project"** means the activities involved in installing one or more Charging Stations at the Project Sites, as described in the Approved Application;
- (m) **"Project Completion"** means the date on which the installation of the Charging Stations for a Project is completed;
- (n) **"Project Sites"** means the location(s) of the Charging Stations to be installed and operated by Recipient in connection with the Project, as described in the Approved Application;
- (o) **"Representatives"** means a Party's affiliates, agents, directors, officers, employees, consultants, advisors, and subcontractors; and

- (p) **“Total Government Funding”** means the cash contributions provided or to be provided by the Program Operators and/or other contributions from the provincial, territorial and/or municipal governments towards the Project.
- 1.2 Headings. The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction and interpretation hereof.
- 1.3 References. Unless otherwise specified or required by the context, reference in this Agreement to Articles, Sections and Schedules are to the Articles, Sections and Schedules of this Agreement. The words “herein”, “hereto”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section, paragraph or other subdivision of this Agreement. The term “including” shall mean “including, without limitation” unless otherwise indicated.
- 1.4 Time. Time is of the essence in this Agreement. When calculating the period of time within which or following which any act is done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next Business Day.
- 1.5 Gender and Number. In this Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders, gender identities and expressions.
- 1.6 Miscellaneous. Unless otherwise specified and/or required by the context in which any term appears: (a) all references to a particular entity include such entity’s successors and (if applicable) permitted assigns; and (b) a reference to a treaty, statute or to a regulation issued by a Governmental Authority includes the treaty, statute or regulation in force as of the Effective Date together with all amendments and supplements thereto and any treaty, statute or regulation substituted for such statute or regulations.
- 1.7 Paramourcy. In the event of any inconsistency or conflict concerning this Agreement, the following, in order of precedence, shall control and supersede any such inconsistency or conflict as follows: (a) the main body of this Agreement; (b) the Applicant Guide; and then (c) the remainder of this Agreement.
- 1.8 Schedules. The following schedule is attached to and made part of this Agreement: Schedule A — Approved Application.

ARTICLE 2 CONDUCT OF PROJECT

- 2.1 Project Parameters. Recipient shall:
- (a) comply with all requirements and eligibility parameters for the Project set out in this Agreement, including in the Applicant Guide;

- (b) install and operate the number of Charging Stations set out in Schedule A at the Project Sites, in accordance with the terms and conditions of this Agreement;
- (c) carry out the Project promptly, diligently and in a professional manner in accordance with the terms and conditions of this Agreement and in compliance with the requirements of the Approved Application, as well as all Applicable Law; and
- (d) achieve Project Completion before the end of the Eligibility Period, unless this Agreement is terminated earlier pursuant to Article 5.

2.2 Notice Requirements. Recipient shall provide written notice to ICE, within two (2) Business Days, in the event that:

- (a) it has applied for or has received, or anticipates receiving, any funding, incentive, financing or other support under the Program or any other program or facility, or from any other source, provided it has not previously disclosed such funding, incentive, financing or other support to ICE in the Approved Application;
- (b) any Charging Station or Project Site is determined to be subject to environmental assessment laws or regulations of any Governmental Authority, including the *Impact Assessment Act* (Canada) or the *Canadian Environmental Protection Act, 1999*;
- (c) it, acting reasonably, believes that it will not be able to meet the work and delivery schedule set forth in the Approved Application; and/or
- (d) Project Completion is achieved.

2.3 Project Completion. Within thirty (30) days of Project Completion, Recipient shall provide to ICE:

- (a) evidence that each Charging Station is continually operational, such as real-time data from chargers, servers, or the cloud, and photographs of active users at the Charging Stations;
- (b) photographs of the Project Site and each Charging Station, including the address and the date the photograph was taken;
- (c) all documents supporting Recipient's request for reimbursement of Eligible Expenditures which may be required by ICE, including proof of payment, receipts, timesheets of Representatives, and invoices with a list of all Eligible Expenditures related to the Project; and
- (d) any other documentation that the Program Operators may reasonably require.

2.4 Acknowledgment of Risk. Recipient acknowledges that it has independently assessed the risks of participating in the Program and installing and operating the Charging Stations at the Project Sites, and accepts all such risks and any associated liability, without reservation.

- 2.5 Disposition of Assets. During the Term (as defined below) and for three (3) years thereafter, Recipient shall not sell, lease or otherwise dispose of any asset acquired for use or used in connection with the Project, where the cost of such asset is part of the Eligible Expenditure and where the proceeds of the sale, lease or other disposition are not applied to acquire a replacement for such asset, without the prior written consent of ICE. If ICE consents to such sale, lease or other disposition, and if ICE so requires, Recipient shall share with ICE the proceeds of the sale, lease or other disposition in the same ratio as that of ICE's Contribution to the purchase of the asset by Recipient, except that ICE's share shall not exceed the Contribution.

ARTICLE 3 ELIGIBLE EXPENDITURES AND CONTRIBUTION

- 3.1 Eligible Expenditures. Recipient shall pay all costs and expenses properly incurred by it in connection with this Agreement. Following Project Completion, Recipient may submit claims for reimbursement to ICE for Eligible Expenditures incurred by it, in accordance with this Article 3. ICE shall provide Recipient with reporting templates for submitting claims. All claims must be submitted no later than March 31, 2023.
- 3.2 Contribution. Subject to the terms and conditions of this Agreement, Recipient shall be eligible for a Contribution up to the lesser of:
- (a) Fifty (50%) percent of the Recipient's total Eligible Expenditures incurred during the Eligibility Period; or
 - (b) **[INSERT APPROVED AMOUNT]**, as determined in accordance with Section 2.6 of the Applicant Guide and based on Approved Application.

Notwithstanding the foregoing, the Contribution to be paid by ICE to Recipient shall not exceed \$75,000 and the Total Government Funding (which includes contributions from ICE) shall not exceed one hundred (100%) percent of the Eligible Expenditures.

- 3.3 Payment of Contribution. Upon Project Completion, ICE will pay the Contribution to the Recipient, subject to ICE's exclusive satisfaction that the requirements of this Agreement, including Section 2.3, have been met and any NRCan review and distribution processes. ICE shall use commercially reasonable efforts to provide Recipient with the Contribution within eight (8) months of Project Completion.
- 3.4 Payment Method. ICE shall have the sole and exclusive right, acting reasonably, to determine the method of payment for the Contribution.
- 3.5 Overpayment. Where, for any reason, ICE determines that the amount of the Contribution disbursed exceeds the amount to which Recipient is entitled (including if Recipient receives additional funding from federal, provincial, territorial or municipal government sources that is not reflected in the Approved Application), Recipient must repay to ICE, no later

than thirty (30) days from the date of ICE's notice, the amount of such overpayment. If the amount is not repaid by its due date, interest accrues at the applicable interest rate set out at <http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html> for the period beginning on the due date and ending on the day before the day on which repayment to ICE is received.

- 3.6 Appropriation. Recipient acknowledges that the payment of any Contribution by ICE under this Agreement is subject to the funding levels of NRCan. Notwithstanding any other provision of this Agreement, ICE may reduce or cancel the Contribution for the Project upon written notice to Recipient in the event that the funding levels for NRCan are changed by the Government of Canada during the Term (as defined below). In the event that ICE reduces or cancels the Contribution, the Parties agree to amend this Agreement to take into account the reduction or cancellation of the Contribution.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.1 Representations and Warranties of Recipient. During the Term (as defined below), Recipient represents and warrants to ICE that:
- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation and qualified to do business in each jurisdiction where it acts;
 - (b) it has all necessary direction, power and authority to execute and deliver this Agreement, participate in the Program on the terms and conditions set forth herein, and perform its obligations hereunder;
 - (c) its execution, delivery and performance of this Agreement and its participation in the Program does not violate any of the terms or conditions of: (i) its governing documents; (ii) any contract to which it is a party (or result in acceleration of any amounts owed or otherwise adversely affect its rights or obligations under such a contract); or (iii) any Applicable Law;
 - (d) this Agreement has been validly executed and delivered on behalf of Recipient and constitutes the legal, valid and binding obligation of Recipient, enforceable against it according to its terms;
 - (e) there is no pending or, to its knowledge, threatened litigation, arbitration or administrative proceeding before any Governmental Authority or any arbitrator that is likely to materially adversely affect its ability to perform its obligations hereunder;
 - (f) it shall comply with all Applicable Law and any applicable manufacturers' specifications;
 - (g) it shall install the Charging Stations at the Project Sites in accordance with the timelines set out in the Approved Application;

- (h) it shall comply with all Project and Charging Station eligibility requirements of the Program, as determined by the Program Operators from time to time, including the requirements set out in the Applicant Guide;
- (i) it shall ensure that its Representatives: (i) have the sufficient capability to complete the tasks which it requires them to perform; (ii) will complete work in a good, skillful, efficient and professional manner; (iii) will comply with all Applicable Law; and (iv) will comply with all Program requirements, as determined by the Program Operators from time to time, including the requirements set out in this Agreement;
- (j) it has, or will provide, the attestations and acknowledgements set out in the Approved Application as requested by ICE;
- (k) to the best of Recipient's knowledge, all information provided in writing in this Agreement and in the Approved Application by Recipient to ICE is accurate, reliable, true and correct in all material respects; and
- (l) it has not offered or promised any official or employee of ICE 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.

4.2 Additional Representation and Warranty of Recipient. As of the Effective Date, Recipient represents and warrants that the Project is not considered a "designated project" or a "project" under the *Impact Assessment Act (Canada)* or the *Canadian Environmental Protection Act, 2012*. If the Project becomes a "designated project" or a "project" pursuant to the *Impact Assessment Act (Canada)* or the *Canadian Environmental Protection Act, 2012*, ICE shall immediately suspend the payment of any Contribution to Recipient and may terminate this Agreement.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. This Agreement shall commence on the Effective Date and continue until ICE has paid all Contributions payable to Recipient following Project Completion, unless terminated earlier in accordance with the terms and conditions of this Agreement (the "**Term**").

5.2 Termination. ICE may terminate this Agreement, upon five (5) Business Days' written notice and without liability to Recipient, if:

- (a) the Charging Stations or Project Sites are determined to be subject to the environmental assessment laws or regulations of any Governmental Authority, including the *Impact Assessment Act (Canada)* or the *Canadian Environmental Protection Act, 1999*;
- (b) Recipient is in default in accordance with Section 6.1; or

- (c) a delay due to a Force Majeure Event exceeds thirty (30) days, in accordance with Section 11.1.

ARTICLE 6 DEFAULT

- 6.1 Events of Default. ICE may declare that an event of default has occurred if:
- (a) Recipient 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 Recipient or a resolution is passed for the winding up of Recipient or it is dissolved;
 - (c) in the opinion of ICE, there has been a misrepresentation or breach of representation or warranty under Article 4;
 - (d) in the opinion of ICE, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of this Agreement has occurred; or
 - (e) any term, condition or undertaking in this Agreement is not complied with, and any such defect has not been cured by or remedied by Recipient within thirty (30) days of written notice of such defect having been provided to Recipient.
- 6.2 Procedure in the Event of Default. If ICE declares that an event of default has occurred in accordance with Section 6.1, in addition to all other remedies provided at law, ICE may exercise one or more of the following remedies:
- (a) suspend or terminate any obligation of ICE to provide a Contribution in respect of the Project, including any obligation to reimburse Recipient for any Eligible Expenditures incurred prior to the date of such suspension or termination, as applicable;
 - (b) terminate this Agreement in accordance with Section 5.2; and
 - (c) if the event of default is pursuant to Section 6.1(a), 6.1(b), 6.1(c) or 6.1(e), direct Recipient to repay all or part of any Contribution, which has been paid to Recipient.

ARTICLE 7 INDEMNITY AND LIMITATION OF LIABILITY

- 7.1 Indemnity. During the Term and following the expiration or termination of this Agreement, Recipient shall indemnify and hold harmless the Program Operators, and each of their respective Representatives (collectively, the "**Indemnified Parties**") from and against any and all liabilities, losses, costs, claims, damages, penalties, demands, proceedings, charges, actions, suits and expenses (including any and all reasonable legal and advisor fees and disbursements) of any kind that may be incurred or suffered by an Indemnified Party,

arising from or in any way related to: (i) the Project; (ii) the Program, including any actual or alleged implementation of any part of the Program; (iii) Recipient's or any of its Representatives' breach of any term of this Agreement, or any representation, warranty or covenant provided hereunder; or (iv) Recipient's or any of its Representatives' negligence or willful misconduct.

7.2 Limitation of Liability. In no event will either Party be liable to another Party for any special, incidental, indirect, consequential, or punitive damages of any nature whatsoever, including damages for loss of profits, business interruption, loss of business information, or any other pecuniary loss, arising from or relating to this Agreement, regardless of the claim and regardless of whether that Party has been advised of the possibility of such damages. If Recipient is entitled to recover from ICE any damages relating to this Agreement, the aggregate liability of ICE, if any, will in no event exceed the value of the funding provided by ICE to Recipient during the Term.

7.3 Disclaimer.

- (a) The Program Operators do not endorse any specific product, material, retailer, contractor, or Project Site and are not liable for Recipient's selection of products or materials, or the workmanship, operation, performance or warranty associated with the Charging Station or associated work performed, whether by a contractor or otherwise, in relation to the Program. The Program Operators make no representation or warranty, whether express or implied, in respect of any product, material, service or measure associated with the Charging Stations installed in relation to the Program. The Program Operators are not responsible whatsoever for the acts, omissions, recommendations or advice of any contractors engaged by Recipient.
- (b) The Program Operators make no representation or warranty regarding manufacturers, dealers, contractors, materials or workmanship and make no warranty whatsoever, whether express or implied, with respect to the foregoing, including the implied warranties of merchantability and fitness for any particular purpose and/or use of application of any product (including the Charging Station, Charging Connector, and zero emission vehicles).
- (c) Recipient agrees that the Program Operators have no liability whatsoever concerning: (i) the quality, safety and/or installation of the Charging Stations, including their fitness for any purpose; (ii) the workmanship of any third party; (iii) the installation or use of the Charging Stations; and (iv) any other matter with respect to the Program. Recipient hereby waives any and all claims against the Program Operators and their respective parent companies, shareholders and Representatives, arising out of activities conducted by or on behalf of the Program Operators in connection with this Agreement, the Program or for a Contribution.

ARTICLE 8 INTELLECTUAL PROPERTY AND REPORTING

- 8.1 Rights and Licence. Any and all intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial designs (collectively, "**Intellectual Property**") that arises in the course of the Project shall vest in Recipient or any subcontractor of Recipient. Upon request, Recipient will, or will cause its subcontractor to, license such Intellectual Property to ICE.
- 8.2 Reports.
- (a) Recipient shall submit to ICE such reports as may be required by ICE from time to time using the templates provided by ICE.
 - (b) Recipient hereby grants the Program Operators a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to, use, modify and, subject to the *Access to Information Act* (Canada), make publicly available such reports for non-commercial purposes.

ARTICLE 9 ACCESS, RECORDS AND AUDIT

- 9.1 Access. During the Term and for three (3) years thereafter, Recipient shall provide ICE or ICE's authorized representatives with reasonable access to any premises where the Project takes place (or has taken place) to assess the Project's progress or any element thereof, subject to providing reasonable notice and complying with Recipient's safety requirements for such access.
- 9.2 Records. During the Term and for three (3) years thereafter, Recipient shall, at its own expense keep proper and accurate books, accounts, and records of: (a) its revenue received and expenses incurred and paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto; and (b) 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.
- 9.3 Audit and Inspection. During the Term and for three (3) years thereafter, ICE or its Representatives have the right to access and copy all materials relating to this Agreement and the Project to ensure that the Project was implemented in accordance with this Agreement, including such books, accounts and records referred to in Section 9.2. Recipient shall make no charge to ICE for any such access. ICE shall have the right to provide copies of any such materials and any review, evaluation or audit reports to NRCan.

ARTICLE 10 ACKNOWLEDGEMENT

- 10.1 Consent for Public Acknowledgement. Recipient will provide ICE with at least three (3) prior written notice if it desires to make any public acknowledgement of the financial support of ICE and/or NRCan to the Project, whether through news releases, public displays, public and media events, or by any other means. Any such public acknowledgment must clearly identify NRCan's role as a source of the funding provided to Recipient. Recipient shall not make any such public acknowledgment without the prior written consent of ICE.
- 10.2 Acknowledgement. Recipient acknowledges that Recipient's name, the amount of the Contribution, and the general nature of the activities supported under this Agreement may be made publicly available by the Program Operators.

ARTICLE 11 FORCE MAJEURE

- 11.1 Force Majeure. Except as expressly provided in this Agreement, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight, including but not limited to acts of war, acts of God, epidemics, pandemics, public health emergencies, earthquakes, floods, embargoes, riots, sabotage, terrorism, or governmental acts (not resulting from the actions or inactions of the Party relying on such failure or delay) (each, a "**Force Majeure Event**"), provided that the Party affected by such failure or delay gives the other Party prompt notice of such cause and uses reasonable efforts to promptly correct such failure or delay in performance. If a force majeure event frustrates the performance of this Agreement, ICE will only be liable for its proportionate share of the Eligible Expenditures Incurred and Paid to the date of the occurrence of the event. If a delay due to a Force Majeure Event exceeds thirty (30) days, ICE may, upon written notice to Recipient, terminate this Agreement.

ARTICLE 12 MISCELLANEOUS

- 12.1 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 12.2 No Waiver. No failure or delay by ICE in exercising any right, power or privilege that ICE is entitled to exercise hereunder shall constitute a waiver of such right, power or privilege, and any partial exercise of any such right, power or privilege will not prevent ICE in any

way from later exercising any other right, power or privilege under this Agreement or other applicable law.

12.3 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

12.4 Assignment. This Agreement, including any benefit arising from this Agreement, may not be assigned, in whole or in part, by Recipient without the prior written consent of ICE, and any assignment made without such consent is void and of no effect.

12.5 Notice. Any notice or communication to be made by a Party to the other under this Agreement shall be in writing and shall be made by prepaid mail, overnight courier, personal delivery, or electronic mail to the other Party at the following address:

If to ICE: 434 Queen St. Suite 500
Ottawa, Ontario L1R 7V7
Attn: Ian Scholten, Program Director
Telephone: 613-562-2005 ext. 235
Email: ischolten@indigenoucleanenergy.com

If to Recipient: [insert address]
Attn: [insert name, title]
Telephone: [insert phone number]
Email: [insert email address]

Such notice or communication shall be deemed to have been received: (a) if sent by personal delivery or electronic mail, on the date it was sent; or (b) if sent by courier, on the next Business Day following delivery. Either Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner set out above.

12.6 Amendments. This Agreement may only be amended by written agreement signed by both Parties. Notwithstanding the foregoing, ICE may, upon thirty (30) days written notice, amend the terms and conditions of this Agreement and the Program, if required by NRCan, without liability to Recipient.

12.7 Dispute Resolution. If a dispute arises concerning this Agreement, or any part thereof, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and if the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator.

12.8 Lobbying Act. Recipient shall ensure that any person lobbying on behalf of Recipient is registered pursuant to the *Lobbying Act* (Canada) and that the fees paid to the lobbyist are not to be taken from any funds paid to Recipient under this Agreement.

12.9 Survival. Upon termination or expiration of this Agreement, all provisions of this Agreement, which, by their nature and surrounding circumstances, reasonably should

survive expiration or termination, will survive expiration or termination of this Agreement, including Article 7 (Indemnity and Limitation of Liability), Article 8 (Intellectual Property), Article 9 (Access, Records and Oversight) and Article 12 (Miscellaneous).

- 12.10 Severability. If any part of this Agreement is prohibited by law or otherwise unenforceable, it will be unenforceable only to the extent of such prohibition or unenforceability and will be severable without invalidating or otherwise affecting the remaining provisions of this Agreement. In such circumstances, the Parties agree to negotiate in good faith a substitute provision, which most nearly reflects the intention of the Parties in entering into this Agreement.
- 12.11 Entire Agreement. This Agreement, including the Applicant Guide and the schedule attached hereto, 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 with respect to the subject matter hereof.
- 12.12 Counterparts. This Agreement (and any amendments hereto) may be executed and delivered by the Parties in one or more counterparts, each of which will be an original and each of which may be delivered by facsimile, email or other functionally equivalent means of transmission, and those counterparts will together constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS THEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed as of the Effective Date.

INDIGENOUS CLEAN ENERGY SOCIAL ENTERPRISE

per: _____
Name:
Title:

[INSERT NAME OF RECIPIENT]

per: _____
Name:
Title:

SCHEDULE A
APPROVED APPLICATION

As attached. **[NTD: Approved Application to be attached.]**