

# *The EV Charge Up Program Applicant Guide*

Request for Applications

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

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# The EV Charge Up Program

Indigenous Clean Energy is pleased to have received funding from Natural Resources Canada (NRCan) to accelerate the implementation of electric vehicle (EV) charging stations across Canada. Transportation accounts for a quarter of Canada’s greenhouse gas (GHG) emissions, of which almost half comes from passenger cars and light trucks. In 2021, the Government of Canada set federal targets for zero-emission vehicles to represent 30% of light-duty vehicle sales by 2030 and 100% of sales by 2035.

The EV Charge Up Program by Indigenous Clean Energy will provide financial rebates to increase EV infrastructure projects in public places, on-street, multi-unit residential buildings, workplaces, and light-duty vehicle fleets, as described below. The program’s operations are also kindly being supported in part by our Funders.

## 1. Definitions

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

### Public Places

Public Places are defined as parking areas intended for public use. Parking areas can be privately or publicly owned and operated.

Examples of public places and on-street include but are not limited to service stations, restaurants, arenas, libraries, medical offices, park and ride, and churches.

### On-Street

Charging infrastructure installed to service vehicles parked on-street and curbside.

## Multi-Unit Residential Buildings (MURB)

MURB residents face significant barriers to accessing charging in their homes and, as a result, becoming EV owners. This is due to the added administrative layers associated with buildings containing multiple residences, more complex technical requirements and associated higher costs. The ZEVIP is designed to help address these barriers.

For the purpose of the ZEVIP, MURBs are covered under Part 3 of the National Building Code (NBC) of Canada, they include a common entrance and have a minimum of three (3) storeys or a footprint greater than 600 m<sup>2</sup>. EV charging infrastructure installation in buildings covered in Part 9 of the NBC is not eligible for funding.

## 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).

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

## On-Road Vehicle Fleets

On-road vehicle fleets are owned or leased by an organization and used in support of organizational or business operations and activities. These fleets are composed of multiple light, medium or heavy-duty vehicles and are managed by common ownership.

An example of a light-duty vehicle fleet is a fleet composed of taxis.

An example of a medium-duty vehicle fleet is a fleet composed of last-mile delivery vehicles.

An example of a heavy-duty vehicle fleet is a fleet composed of refuse trucks.

### *Additional Definitions:*

The following are other key terms and expressions used throughout this document.

**Applicant** refers to the entity applying to receive funds from the EV 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 defined as having the ability to communicate to other chargers and/or to a server or the cloud through cellular/wireless signal or connected vehicle communications using software to report on usage and/or other capabilities, such as providing real-time status of chargers.

**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 Application Guide and for which reimbursement is being sought by applying to the EV 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 EV Charger Project.

**Rural Communities** are defined for the purpose of this program as an area having less than 1,000 people.

**Remote Communities** are defined for the purpose of this program as not being connected to a main electricity 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 Periods and Funding Allocations

Funding will open on March 1, 2022 and will close once all available funding for that period is allocated or by August 31, 2024, whichever occurs sooner. Applications will be accepted on a rolling basis until the funding has concluded.

### 2.2 Recipient Eligibility Criteria

Eligible Indigenous Recipients are legal entities validly incorporated or registered\* in Canada. They include not-for-profit and for-profit organizations, such as:

- Community groups
- Electricity or gas utilities
- Companies
- Industry associations
- Research associations

- Standards organizations
- Academic institutions
- Condominium corporations
- Indigenous governments or their departments or agencies where applicable

\*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.

## 2.3 Project Eligibility Criteria

In order to be considered for funding, Projects must meet all of the following criteria:

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

**In order to be considered for funding, EV Chargers must:**

- Include one or more of the following charging connector types:
  - SAE J1772 standard (Level 2 (208/240 V))
  - SAE J1772 Combo (for fast chargers)
  - Other proprietary charging connector types (See below for additional requirements with respect to other proprietary connector types).
- Be considered “Connected EV Chargers”, as per the definition in **Section 1** of this Guide.

**EV Charger Projects must also meet the following requirements:**

- Increase localized charging opportunities in one of the following:
  - Public places;
  - on-street;
  - Multi Unit Residential Buildings (MURBs);
  - workplaces;
  - or for light-duty vehicle fleets
- Proprietary connector types (such as Tesla) may represent a maximum of 75% of all charging connectors installed at the same Project site. The remaining balance (25% or more) must be universal charging connectors (J1772, J1772 Combo) of the same category (i.e. Level 2 or fast charger);
- The work performed must be in compliance with all applicable local codes (including building and electrical) and bylaws (including zoning and parking).

## 2.4 Project Selection Criteria

Applications will be assessed on a first-come, first-served basis. Each application will be reviewed for completeness and assessed against the Project requirements outlined in this Guide.

## 2.5 Maximum Funding Amount

Indigenous Clean Energy’s contribution will be limited to less than \$100,000 per Recipient Project. The EV Charge Up Program will reimburse up to 75% of the total project costs, up to the maximum amounts shown in the following table:

### Maximum Funding for Type of Infrastructure

Type of Infrastructure Output	Maximum Funding
<b>Level 2 (208 / 240 V) charger</b> (3.3 kW to 19.2 kW)	Up to 75% of total Project costs, to a maximum of <b>\$7,500 per connector*</b>
<b>Level 3 Fast charger</b> (20 kW to 49 kW)	Up to 75% of total Project costs, to a maximum of <b>\$22,500 per charger</b>
<b>Level 3 Faster charger</b> (50 kW to 99 kW)	Up to 75% of total Project costs, to a maximum of <b>\$75,000 per charger</b>
<b>Level 3 Faster charger</b> (100 kW and above)	Up to 75% of total Project costs, to a maximum of <b>\$99,999 per charger</b>

**Note: Level 3 chargers often have 2 connectors (handles), but rebates will be applied per charger station.**

**\*Level 2 chargers may have more than one connector (handle) 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. 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 \$1,500 and the installation costs are \$3,000. The total Project cost including installation is \$6,000, and all of their expenses happen to be eligible to be reimbursed under the EV Charge Up Program. ACME would receive a rebate of \$4,500 through this program upon proof of successful Project completion, which is 75% of the total Project cost, and does not exceed the maximum of \$7,500 per connector on a Level 2 charger.

## 2.6 Stacking of Assistance

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 Indigenous Clean Energy, 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 Indigenous Clean Energy 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. Loans to the Project from governments or Crown agencies are not included in this calculation.

## 2.7 Eligible and Ineligible Expenditures

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

- Salary and benefits;
- Professional services (e.g. scientific, technical, management, contracting, engineering, construction, installation, testing and commissioning of equipment, training, marketing, data collection, logistics, maintenance, printing, distribution);
- Capital expenses, including informatics and other equipment or infrastructure;
- Rental fees or leasing costs;
- License fees and permits;
- Costs associated with Environmental Assessments;
- GST, PST and HST net of any tax rebate to which the Recipient is entitled.

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

Ineligible Expenditures\* for reimbursement under this Program will include:

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

\*Ineligible contributions from the 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 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 Indigenous Clean Energy, 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.

## 2.8 Eligible Expenditure Period

After being approved for funding, Recipients will be asked to sign a Sub-Agreement (**Appendix C**). Eligible Expenditures will be eligible for reimbursement from the time that a Sub-Agreement is signed by Indigenous Clean Energy until the Project completion date.

The Project must be completed by October 1, 2024.

## 2.9 How to Apply

Applicants must submit a complete application package using the form found at [www.indigenoucleanenergy.com](http://www.indigenoucleanenergy.com). 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 mins to complete.

## 2.10 Key Timelines and Service Standards

**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 program.

**Review:** Indigenous Clean Energy will review your application for completeness and will send an email within 15 business days of submission to confirm whether your application is approved, denied, or additional information is required. A call will be set up to discuss the submission, and 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 Sub-Agreement to be signed.

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

**Project Installation:** Projects must be completed and operational by October 1, 2024.

**Project Completion:** Once the Project is completed, Applicants should notify Indigenous Clean Energy within 2 business days. At this point, Indigenous Clean Energy 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; and
4. any other documentation that Indigenous Clean Energy 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 Indigenous Clean Energy.

## 2.11 Information Privacy

Any sensitive or personally identifiable information or data directly shared with Indigenous Clean Energy 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 Indigenous Clean Energy 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 Indigenous Clean Energy to administer the program and communicate with participants will use any information provided solely for the purpose of providing the contracted service to Indigenous Clean Energy.

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

Indigenous Clean Energy 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 in order to better support those participating in the EV Charging Incentive Program and to extract key project learnings to support others in the future.

## 3. Sub-Agreement

Once an Applicant is approved for funding, they will be provided with a Sub-Agreement to review and sign (provided as reference only in **Appendix C**). The standard provisions of the contribution agreement are not able to be modified unless there exists a legal impediment for your organization to agree to the terms and conditions of the agreement as drafted. We encourage

Applicants to review the contribution agreement template with their legal counsel prior to submitting their application.

Until both parties sign a Sub-Agreement, there is no commitment or obligation on the part of Indigenous Clean Energy to make a financial contribution to any Project, including for any expenditure incurred or paid prior to the signing of such a Sub-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 contribution agreement. Indigenous Clean Energy will follow up with Applicants during the application assessment, as required.

## **4. Contact Information**

For any inquiries regarding Indigenous Clean Energy's Charge Up Program, please contact:

Jessica Tait

ICE Program Coordinator [jtait@indigenoucleanenergy.com](mailto:jtait@indigenoucleanenergy.com) 613-416-9300 ex714

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

### Supplemental Definitions of Eligible Expenditures

**Salaries:** Salaries include wages for all personnel with direct involvement in the Project, such as engineers, construction staff, and technical advisers. All eligible personnel must be employees on the Recipient'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 normal gross pay before deductions. Normal gross pay is calculated based on regular pay for the applicable period excluding premiums paid for overtime or shift work. The payroll 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.

**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. Items with no relationship to the Project or that have been charged on an indirect basis are non-eligible. Where applicable, benefit expenses will be agreed on prior to the signing of the agreement. If retroactive adjustments are made, Indigenous Clean Energy must be notified prior to the reimbursement claims being submitted.

**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, 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.

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

**Rental Fees or Leasing Costs:** Rental fees will include the cost to rent or lease any equipment needed for the conduct of the Project, which can include construction equipment.

**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.

**Costs Associated with Environmental Assessments:** Should an environmental assessment on this Project be required, any costs related to that process would be included here. This could include costs for public consultation or preparing the environmental impact statement.

**GST, PST and HST:** Any taxes claimed must always be net of any tax rebate to which the Recipient is entitled.

## **Guide to In-Kind Support:**

For proposed in-kind contributions to be deemed acceptable by Indigenous Clean Energy, a Recipient must provide details and amounts prior to any Project funding agreements made between the Recipient and Indigenous Clean Energy. The following provides greater detail on including in-kind costs.

### **Definitions:**

**In-kind support:** A cash equivalent contribution in the form of an asset<sup>1</sup> for which no cash is exchanged but that is essential to the Project, and the Recipient would have to purchase on the open market or through negotiation with the provider if the Recipient did not provide it.

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

**Discounts:** If the Recipient is provided with any discounts compared to the normal selling price for a good or service, the dollar value of the discount can be counted as in-kind costs by the Recipient.

### **Eligibility of In-kind Contributions:**

- It must be essential to a Project's success and would otherwise have to be purchased by the Recipient.
- Its value must be determinable, verifiable, and agreed upon by the Recipient and Indigenous Clean Energy.

### **Assessing the Value of In-kind Contributions:**

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

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

<sup>1</sup> Asset in this section means a useful and valuable good, service, or other support provided to the Project.

## 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 mins to complete.

Organizational 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, email, phone number, pronouns)	
<p>Are you in a rural or remote community?</p> <p><i>Rural is defined as an area having less than 1,000 people. Remote as not being connected to a main electricity grid</i></p>	<input type="checkbox"/> Rural <input type="checkbox"/> Remote <input type="checkbox"/> Urban <input type="checkbox"/> Not sure
<p>How did you hear about the Program (select all that apply)?</p>	<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 <p>If you selected "Other", please specify:</p>

<p>Would you be interested in connecting with Indigenous Clean Energy to learn how to green your operations beyond EV charging?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Already connected to ICE Network
<b>Project Details</b>	
<p>Expected Project start date</p>	
<p>Expected Project completion date</p> <p><i>The completion date should be the date you expect all chargers to be installed and fully operational.</i></p>	
<p>Please provide a short description of why your organization is undertaking this Project and the benefits you see for your organization, employees, customers and / or other stakeholders.</p>	
<p>What work has already been done to help you successfully complete the Project by your estimated Project completion date?</p>	
<p>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?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not sure
<p>Proposed EV Charger Project sites</p> <p>Please enter the individual site details for your proposed Project. If you have multiple sites (unique addresses) where you are installing EV Chargers, please complete the following short form for each site.</p>	
<p style="text-align: center;">Site Name</p>	
<p style="text-align: center;">Site Address</p>	
<p style="text-align: center;">Installation location category (see <b>Section 1</b> of the Application Guide for definitions if needed)</p>	<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
<p style="text-align: center;">Number and type of chargers planned for site</p>	<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  <p>*If Level 2 charger is selected, provide the total number of connectors being installed across all Level 2 chargers.</p>
<p style="text-align: center;">Photograph of the site prior to installation (please attach)</p>	



Project Costs and Funding	
What is the total Project cost (including HST)?	
How much funding are you requesting from the EV Charge Up Program?	
<p>What are your other sources of funding (select all that apply)?</p> <p><i>Note that the total Project funding from all government sources, including funds from the EV Charge Up Program, cannot exceed 100% of the total Project costs. See <b>Section 2.7</b> of the Applicant Guide.</i></p>	<input type="checkbox"/> Applicant contribution (internal 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 the amount of the funding contributed and whether it is secured.	
If any funds are from government sources other than the EV Charge Up Program, please identify the government entity and list any relevant details about the nature of the funding.	
If you listed "other" as a funding source, please provide details about where the funding is from.	
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 25% of the total Project costs;
- they will pay all upfront Project costs and will be reimbursed for up to 75% of eligible costs only after all documentation proving Project completion and total costs incurred are submitted by the Applicant and approved by Indigenous Clean Energy;
- 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; and that
- the person submitting this application has the authority to make these attestations and submit information on behalf of the organization.

**The Applicant acknowledges that:**

- Indigenous Clean Energy and the program funder, Natural Resources Canada, are subject to the Access to Information Act, and may be required to make reports and documents submitted to this program by Applicant publicly available for non-commercial governmental purposes;
- third-party service providers used by Indigenous Clean Energy to administer the 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 Indigenous Clean Energy, and any confidential information will be protected;
- Project approval decisions are final;
- that should the Project be accepted for funding from the EV Charge Up Program, no liability and no commitment or obligation exists on the part of Indigenous Clean Energy 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 Indigenous Clean Energy; and that
- the Applicant is prepared to sign the Sub-Agreement Template found in the Application Guide and enter into a contractual agreement with Indigenous Clean Energy 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: EV CHARGE UP PROGRAM SUB-AGREEMENT TEMPLATE

THIS SUB-AGREEMENT is made on the \_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”),

BETWEEN:

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

AND:

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

- A. **WHEREAS** the EV Charge Up Program (“EVCUP”) is delivered by ICE and funded by His Majesty the King in Right of Canada, represented by the Minister of Natural Resources (“NRCan”, and collectively with ICE, the “Program Operators”);
- B. **AND WHEREAS** the Recipient has submitted an eligible application in the form prescribed by ICE (the “Application”) and ICE has selected the Recipient for participation in the EVCUP;
- C. **AND WHEREAS** the Recipient is expected to install and operate Charging Station(s) at their Project Site(s) in accordance with this Agreement and may therefore be eligible to receive an Incentive under the EVCUP;

**NOW THEREFORE**, in consideration of the mutual agreements, covenants and representations contained herein, the receipt and sufficiency of which are acknowledged by each Party, the Parties hereby 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:

“**Agreement**” means this sub-agreement, including the attached Schedules A, B and C;

“**Applicable Law**” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, guidelines, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to a Project, Party, NRCan or this Agreement;

“**Applicant’s Guide**” means the guide prepared by ICE to assist prospective recipients to prepare an Application;

**“Application”** has the meaning given to it in Recital B;

**“Approved Application”** means an Application approved by ICE in its sole and exclusive discretion;

**“Business Day”** means any day (other than a Saturday or Sunday) on which commercial banks in Toronto, Ontario are open for business;

**“Charging Connector”** means the plug on the power cord that connects the supply device to the charging outlets on the electric vehicle;

**“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 the vehicle’s on-board battery;

**“Eligible Expenditures”** means the Project expenditures designated as eligible for an Incentive in Schedule C;

**“Eligibility Period”** means the time period beginning on the Effective Date and ending on October 1, 2024;

**“Force Majeure Event”** has the meaning given to it in Section 12.1;

**“Governmental Authority”** means any (a) any federal, national, state, provincial, local, municipal or other government with jurisdiction over the Parties or (b) any other governmental, regulatory or administrative agency, commission, or any court with jurisdiction over the Parties, and for greater certainty shall include the Electrical Safety Authority and the conditions of service of the applicable local distribution company or electricity utility;

**“Incentive”** means the total funding to be provided by ICE pursuant to this Agreement in respect of Eligible Expenditures calculated in accordance with Section 3.2;

**“Incurred”** means, in relation to an Eligible Expenditure, an Eligible Expenditure or a portion thereof that is payable by ICE after Project Completion;

**“Incurred Project Costs”** has the meaning given to it in Section 3.1;

**“Indigenous Peoples”** means the Inuit, First Nations, and Métis peoples within the boundaries of Canada;

**“Intellectual Property”** has the meaning given to it in Section 7.1;

**“Program Operators”** means ICE and NRCan collectively, as set out in Recital A;

**“Project”** means the activities involved in installing a Charging Station as described in the Application;

**“Project Description”** means the Project description set out in the Application, the details of which are available in Schedule A;

**“Project Completion”** means the date on which the installation of the Charging Stations is completed;

**“Project Sites”** means the locations of the Charging Stations to be installed and operated by Recipient, as set out in Schedule A; and

**“Total Government Funding”** means cash contributions provided by Program Operators and other contributions from the provincial/territorial and/or municipal governments towards the Incentive.

## 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 Articles and Sections of and Schedules to 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. 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.

### **1.7 Schedules:**

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

- (a) Schedule A – Project Description;
- (b) Schedule B – Project Quotation;
- (c) Schedule C – List of Eligible Expenditures.

## **ARTICLE 2 CONDUCT OF PROJECT**

### **2.1 Project Parameters:**

The Parties agree that:

- (a) Recipient shall comply with all of the requirements and eligibility parameters set out in the Applicant's Guide;
- (b) Recipient agrees to install and operate the number of Charging Stations set out in the Project Description at the Project Sites set out therein, in exchange for an Incentive to be provided by ICE in accordance with the terms and conditions of this Agreement;
- (c) Recipient shall 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;
- (d) Recipient shall achieve Project Completion before the end of the Eligibility Period, unless this Agreement is terminated earlier pursuant to ARTICLE 5; and

### **2.2 Recipient Eligibility:**

Recipient acknowledges and agrees that it is a for-profit or not-for-profit organization validly incorporated or registered in Canada.

### **2.3 Project Eligibility:**

Recipient acknowledges and agrees that the Project shall be:

- (a) located in Canada;
- (b) a permanent installation (mounted or fixed models);

- (c) comprised of new and purchased equipment (not leased);
- (d) for a new installation or expansion of an existing installation (not for the replacement of an existing installation);
- (e) at minimum twenty-five percent (25%) universal charging connectors (J1772, J1772 Combo) of the same category (i.e. Level 2 or fast charger) with other proprietary connector types representing a maximum of seventy-five percent (75%) of all charging connectors installed at the same Project Sites; and
- (f) certified for use in Canada (e.g., CSA, UL, Interlink) and be commercially available.

#### **2.4 Charging Station Eligibility:**

Recipient acknowledges and agrees that Charging Stations installed and operated as part of the Project shall:

- (a) increase localized charging opportunities;
- (b) be installed in:
  - (i) public places (areas intended for public use, including on-street and curbside areas and publicly accessible parking areas, whether publicly- or privately-owned);
  - (ii) on-street (charging infrastructure installed to service vehicles parked on-street and curbside.);
  - (ii) multi-unit residential buildings (MURBs are covered under Part 3 of the National Building Code (NBC) of Canada, they include a common entrance and have a minimum of three (3) storeys or a footprint greater than 600 m<sup>2</sup>. EV charging infrastructure installation in buildings covered in Part 9 of the NBC is not eligible for funding);
  - (iii) locations where employees perform duties related to a job, where the Charging Stations are installed in parking locations primarily used by employees during 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); or
  - (iv) locations to support on-road vehicle fleets (On-road vehicle fleets are owned or leased by an organization and used in support of organizational or business operations and activities. These fleets are composed of multiple light, medium or heavy-duty vehicles and are managed by common ownership.
- (c) include one or more of the following Charging Connector types:

- (i) SAE J1772 standard (Level 2 (208/240 V));
  - (ii) SAE J1772 Combo (for fast chargers);or
  - (iii) other proprietary Charging Connector types consistent with ICE's specifications, noting that if proprietary Charging Connectors are installed, they shall represent no more than seventy-five (75%) of the Charging Connectors installed at a Project Site; and
- (d) 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.

## 2.5 Notice:

Recipient covenants and agrees to provide notice to ICE within two (2) 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 EVCUP or any other program or facility, or from any other source, and has not previously disclosed such funding, incentive, financing or other support to ICE;
- (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* (S.C. 2019, c. 28, s. 1) or the *Canadian Environmental Protection Act, 1999* (S.C. 1999, c. 33); or
- (c) Project Completion is achieved.

## 2.6 Project Completion:

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

- (a) 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;
- (b) photographs of each Charging Station, including the address and the date the photograph was taken;
- (c) 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.; and
- (d) any other documentation that the Program Operators may require.



## 2.7 Recipient Acknowledgments:

Recipient acknowledges and agrees that:

- (a) the Program Operators make no representation 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);
- (b) it has independently assessed the risks of (i) participating in the Project and in the EVCUP and (ii) installing and operating the Charging Station(s) at the Project Site(s), and accepts all such risks and any associated liability without reservation; and
- (c) the terms and conditions of this Agreement and the EVCUP are subject to change at any time at the sole and absolute discretion of and without liability to the Program Operators.

## ARTICLE 3 ELIGIBLE EXPENDITURES AND INCENTIVE

### 3.1 Eligible Expenditures:

Recipient shall pay all expenditures in relation to the Incurred costs of the Project under this Agreement (the “**Incurred Project Costs**”) and submit claims for reimbursement of up to seventy-five percent (75%) of the Recipient’s total expenditures in relation to the Incurred Project Costs during the Eligibility Period. This shall constitute the “**Eligible Expenditures**”, which shall be exclusively limited as set out in Schedule C.

### 3.2 Incentive:

In accordance with the terms and conditions of this Agreement, Recipient shall be eligible for a total Incentive of less than \$100,000 under this Agreement, subject to the following maximums by Charging Station type:

Type of Infrastructure Output	Maximum Funding
<b>Level 2 (208 / 240 V) charger</b> (3.3 kW to 19.2 kW)	Up to 75% of total Project costs, to a maximum of <b>\$7,500 per connector*</b>
<b>Level 3 Fast charger</b> (20 kW to 49 kW)	Up to 75% of total Project costs, to a maximum of <b>\$22,500 per charger</b>
<b>Level 3 Faster charger</b> (50 kW to 99 kW)	Up to 75% of total Project costs, to a maximum of <b>\$75,000 per charger</b>
<b>Level 3 Faster charger</b> (100 kW and above)	Up to 75% of total Project costs, to a maximum of <b>\$99,999 per charger</b>

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

### 3.3 Maximums:

Notwithstanding Section 3.2, Total Government Funding provided under this Agreement shall under no circumstances exceed one hundred percent (100%) of Eligible Expenditures.

### 3.4 Payment of Incentive:

Recipient acknowledges and agrees that, subject to the completion of the requirements of Section 2.6 to ICE's exclusive satisfaction, Recipient will receive reimbursement of Eligible Expenditures within eight (8) months of Project Completion.

### 3.5 Payment Method:

ICE shall have the sole and exclusive right, acting reasonably, to determine the method of payment for the Incentive.

## ARTICLE 4 REPRESENTATIONS AND WARRANTIES

#### 4.1 Representations and Warranties of Recipient:

Recipient represents and warrants to ICE that on the Effective Date, during the Eligibility Period, or at such other time as specified below:

- (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 participate in the EVCUP on the terms and conditions set forth herein and execute, deliver and perform its obligations hereunder;
- (c) its execution, delivery and performance of this Agreement and its participation in the EVCUP (i) has been duly authorized by all necessary action, (ii) does not violate any of the terms or conditions of (A) its governing documents, (B) 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 (C) any Applicable Law currently in effect having applicability to the Recipient or its assets;
- (d) this Agreement has been validly executed and delivered on behalf of the Recipient and constitutes the legal, valid and binding obligation of the Recipient, enforceable against the Recipient 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, including all bylaws (including the bylaws of condominium corporations), orders, ordinances, standards, codes and rules, requirements, licenses and permits of all Governmental Authorities, and all manufacturers' specifications;
- (g) the Charging Station(s) or Project Site(s) is not a "designated project" nor a "project" according to the *Impact Assessment Act* (S.C. 2019, c. 28, s. 1) or the *Canadian Environmental Protection Act, 1999* (S.C. 1999, c. 33);
- (h) it shall install the Charging Station(s) at the Project Site by the timeline set out in Schedule A
- (i) it shall select Charging Station(s) that meet all requirements of the EVCUP, as determined by Program Operators from time to time (including all such requirements contained herein);
- (j) it shall select contractors and/or sub-contractors that (i) have the sufficient capability to complete the tasks for which they are selected; (ii) will complete work in a good, skillful, efficient and professional manner; (iii) comply with all Applicable

Law; and (iv) meet all EVCUP requirements, as specified or determined by the Program Operators from time to time (including all such requirements contained herein);

- (k) it has or will provide the attestations and acknowledgements set out in the Application as requested by ICE; and
- (l) to the best of Recipient's knowledge, all information provided in writing in this Agreement and in the Application by Recipient to ICE is accurate, reliable, true and correct in all material respects.

## **ARTICLE 5**

### **TERM**

#### **5.1 Term:**

The term of this Agreement shall commence on the Effective Date and terminate in accordance with Section 5.2, unless terminated earlier in accordance with the terms and conditions of this Agreement.

#### **5.2 Automatic Termination:**

This Agreement shall be automatically terminated when all Incentives payable by ICE to Recipient have been paid in full after Project Completion.

#### **5.3 Termination by Default:**

This Agreement may be terminated by ICE:

- (a) if the Charging Station(s) or Project Site(s) is determined to be 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);
- (b) in accordance with Section 2.1(e);
- (c) in accordance with Section 8.2(b); or
- (d) in accordance with Section 12.2.

#### **5.4 Notice of Reasons and Termination Date:**

In the event of termination in accordance with Section 5.3, ICE shall give Recipient at least five (5) Business Days' written notice specifying the reasons for termination and the termination date.

**ARTICLE 6**  
**INDEMNITY AND LIMITATION OF LIABILITY**

**6.1 Indemnity:**

- (a) Neither Program Operators, nor their employees, officers and/or 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 Recipient will indemnify and save harmless the Program Operators, their employees, officers and agents, in respect of such claims.
- (b) The Recipient shall indemnify and save harmless the Program Operators, their employees, officers and agents of any claims for injury or damages arising from the Project.

**6.2 Limitation of Liability:**

- (a) The Program Operators do not endorse any specific product, retailer, or contractor, and are not liable for Recipient's selection of materials or products, 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 EVCUP. The Program Operators make no representation or warranty, whether express or implied, in respect of any product, materials, services or measures associated with the Charging Station installed in relation to the EVCUP. The Program Operators are not responsible whatsoever for the acts, omissions, recommendations or advice of any contractors engaged by Recipient.
- (b) Recipient agrees that the Program Operators have no liability whatsoever concerning (i) the quality, safety and/or installation of the Charging Station, including their fitness for any purpose; (ii) the workmanship of any third party, (iii) the installation or use of the Charging Station, and (iv) any other matter with respect to the EVCUP. Recipient hereby waives any and all claims against the Program Operators and their respective parent companies, affiliates, shareholders, directors, officers, employees or agents, arising out of activities conducted by or on behalf of the Program Operators in connection with this Recipient Agreement, the EVCUP or for an Incentive.
- (c) Recipient hereby indemnifies and saves harmless the Program Operators and each of their respective shareholders, affiliates, directors, officers, employees and agents from any and all liability and all claims, losses, damages (including indirect and consequential damages), expenses, all economic loss, and proceedings for personal injury (including death) or property damage of any person relating to, or in connection with, resulting from, or arising out of the EVCUP, including by reason of the actual or alleged implementation of any part of the EVCUP, the receipt of an Incentive, the install of the Charging Station installation or any other matter contemplated by the EVCUP.

- (d) Neither Party shall be liable to the other Party for consequential, incidental, punitive, exemplary or indirect damages, lost profits or business interruption damages, whether by statute, in tort or in contract, in law or in equity, under this Agreement, any indemnity provision hereof or otherwise, unless otherwise expressly provided for in this Agreement.

## **ARTICLE 7 INTELLECTUAL PROPERTY**

### **7.1 Rights and License of ICE:**

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 ICE, or be licensed to ICE in the event that Recipient or any subcontractor of Recipient retains title to such Intellectual Property.

### **7.2 Records and Documents:**

Recipient shall upon request supply ICE the records and documents relating to the Project or this Agreement described in Sections 9.2 and 9.3, and Recipient hereby grants the Program Operators the right to, use and modify and, subject to the Access to Information Act, make publicly available such records and documents for non-commercial purposes. For greater certainty, it is not ICE’s intention to disclose any sensitive or personally identifiable information in respect of the Recipient or its employees, officers and/or agents that is not already in the public domain, without the advance written consent of the Recipient.

## **ARTICLE 8 DEFAULT**

### **8.1 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 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.

## **8.2 Procedure in the Event of Default:**

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

- (a) suspend or terminate any obligation of ICE to contribute or continue to contribute to an Incentive in respect of the Project, including any obligation to pay any amount owing prior to the date of such suspension or termination, as applicable;
- (b) terminate this Agreement; and
- (c) if the event of default is pursuant to any of Sections 8.1(a), 8.1(b), 8.1(c), or 8.1(e), direct Recipient to repay all or part of any Incentive(s) which has been paid to Recipient.

For greater clarity, all above remedies are cumulative.

## **8.3 No Waiver:**

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

## **ARTICLE 9 ACCESS, RECORDS AND OVERSIGHT**

### **9.1 Access:**

Prior to the Project Completion and for three (3) years after the expiration of this Agreement, Recipient shall provide ICE or ICE'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 Recipient's safety requirements for such access.

### **9.2 Records:**

ICE shall have the right to request and obtain from the Recipient all records, information, and other documentation relating to this Agreement.

### **9.3 Oversight:**

ICE shall have the right to conduct oversight, reviews and audits with respect to the Recipient and the Project and provide copies of any review, evaluation or audit reports to NRCan.

## **ARTICLE 10 LEGAL RELATIONSHIP**

### **10.1 Legal Relationship:**

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

### **10.2 No Representation:**

Recipient shall not make any representation that:

- (a) Recipient is an agent of ICE; or
- (b) could reasonably lead any member of the public to believe that Recipient or its contractors are agents of ICE.

## **ARTICLE 11 ACKNOWLEDGEMENT**

### **11.1 Consent for Public Acknowledgement:**

Recipient shall seek at least thirty (30) days prior written consent from ICE for any public acknowledgement of the financial support of NRCan to this Project through news releases, public displays, and public and media events.

### **11.2 Acknowledgement:**

Recipient acknowledges that Recipient's name, the amount awarded, and the general nature of the activities supported under this Agreement may be made publicly available by the Program Operators.

## **ARTICLE 12 FORCE MAJEURE**

### **12.1 Force Majeure:**

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, ICE shall not be liable for any Incentive accrued but not yet paid as of the date of the occurrence of the event.



## **12.2 Termination:**

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 lasts. However, should the interruption continue for more than thirty (30) days, this Agreement may be terminated by ICE.

## **12.3 Notice:**

Should either Party claim the existence of a Force Majeure Event as set out 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.

## **ARTICLE 13 MISCELLANEOUS**

### **13.1 Governing Law:**

This Agreement shall be interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

### **13.2 Assignment:**

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

### **13.3 Notice:**

All claims for payment, requests, reports, notices, repayments and information referred to in this Agreement shall be made to the following individuals and can either be made in writing or electronically and delivered by hand delivery, the postal service, overnight courier service or electronic mail. Notice by hand delivery is effective when actually received, notice by postal service is effective when received, notice by overnight courier will be effective on the next Business Day after it was sent, notice by electronic mail is effective when sent as long as confirmation is received that email was opened (either automatic or by receiving a response). Regardless of what option is chosen by a Party, notice shall, in addition, be provided by electronic mail. A Party shall change the notice person or contact details if required or if the information below changes by providing notice in accordance with this provision.

**If to ICE:**

Indigenous Clean Energy  
Attn: Ian Scholten, Program Director  
434 Queen St. Suite 500  
Ottawa, Ontario  
K1R 7V7  
Telephone: 613-562-2005 x235  
Email:  
ischolten@indigenoucleanenergy.com

**If to Recipient:**

[\*\*]

**13.4 Amendments:**

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.

**13.5 Dispute Resolution:**

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.

**13.6 Lobbying Act:**

Recipient shall ensure that any person lobbying on behalf of Recipient is registered pursuant to the *Lobbying Act* (R.S.C., 1985, c. 44 (4<sup>th</sup> Supp.)) and that the fees paid to the lobbyist are not to be taken from any funds paid to Recipient under this Agreement.

**13.7 Survival:**

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

- (a) ARTICLE 6 (*Indemnity and Limitation of Liability*);
- (b) ARTICLE 7 (*Intellectual Property*);
- (c) ARTICLE 9 (*Access, Records and Oversight*); and
- (d) Section 13.5 (*Dispute Resolution*).

### **13.8 Counterparts:**

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.

### **13.9 Severability:**

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 intention of the Parties in entering into this Agreement.

### **13.10 Entire Agreement:**

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.

*Signature Page Follows*

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

**Indigenous Clean Energy**

Per: \_\_\_\_\_

Name:

Title:

**[NAME OF Recipient]**

Per: \_\_\_\_\_

Name:

Title:

*Signature Page*

### SCHEDULE A Project Description

Type(s) and Number of Charging Stations to be Installed:	
Charging Station Addresses:	
Project Timeline: (Start and End date)	
Total Requested Funding	

## SCHEDULE B **Project Quotation**

[Provided by Participant in Application Form]

## SCHEDULE C List of Eligible Expenditures

Project expenditures eligible for an Incentive shall be exclusively limited as follows:

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

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

Ineligible Expenditures\* for reimbursement under this Program will include:

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

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

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