



Agreement #:

Project Title: HYDROGEN FUELLING INFRASTRUCTURE SITE 2 PROJECT

THIS AGREEMENT dated for reference the day of , 20 .

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the Minister of Energy and Mines,
Communities and Transportation Branch

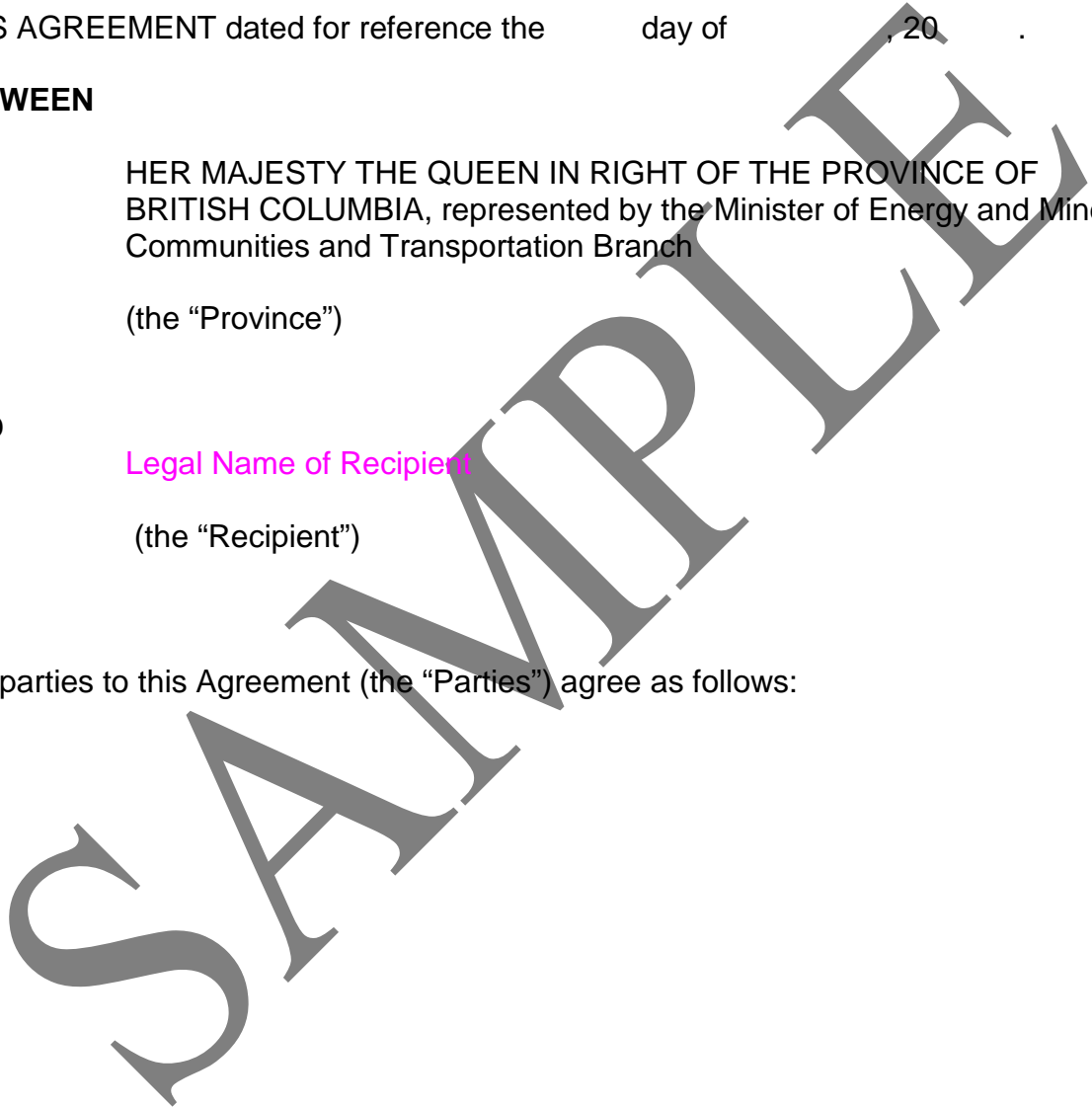
(the “Province”)

AND

Legal Name of Recipient

(the “Recipient”)

The parties to this Agreement (the “Parties”) agree as follows:



SECTION 1 - DEFINITIONS

1. Where used in this Agreement

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Financial Contribution" means the total aggregate value stipulated in Schedule B;
- (c) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Recipient as a direct result of this Agreement, but does not include:
 - i. Client case files or Personal Information as defined in the Freedom of Information and Protection of Privacy Act; or
 - ii. Property owned by the Recipient.
- (d) "Project" means the project described in Schedule A;
- (e) "Refund" means any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement.
- (f) "Services" means the services described in Schedule A;
- (g) "Term" means the duration of the Agreement stipulated in Schedule A.

SECTION 2 - APPOINTMENT

The Recipient must carry out and complete the Project described in Schedule A and may use the Province's funding only for the purpose (specified in Schedule A) of defraying Eligible Costs incurred by the Recipient in carrying out and completing the Project.

SECTION 3 – PAYMENT OF FINANCIAL CONTRIBUTION

Subject to the provisions of this Agreement, the Province will pay the Recipient in the amount, and at the times set out in Schedule B.

The Province has no obligation to make the Financial Contribution unless the Recipient has complied with the criteria set out in Schedule A.

Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the Recipient pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal

year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; and

- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

The Recipient must:

- (a) apply for, and use reasonable efforts to obtain, any available Refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Recipient as a result of this Agreement that the Province has paid or reimbursed to the Recipient or agreed to pay or reimburse to the Recipient under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province, or deduct that amount from the next request for payment under this Agreement.

The previous paragraph continues in force indefinitely, even after this Agreement expires or is terminated.

The Recipient is responsible for any Provincial Sales Tax (PST) and Goods and Services Tax (GST) and any other charges for which the Province has not expressly agreed to accept responsibility under the terms of this Agreement.

The Recipient must declare any amounts owing to the government under legislation or an agreement. Amounts due to the Recipient under this Agreement may be set-off against amounts owing to the government.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to the Province, with the intent that the Province rely on it in entering into this Agreement, that

- (a) all information, statements, documents and reports furnished or submitted by the Recipient to the Province in connection with this Agreement are true and correct;
- (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Recipient's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
- (c) the Recipient is not in breach of, or in default under, any law of Canada or of the Province of British Columbia applicable to or binding on it.

All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated by it are deemed to be representations and warranties by the Recipient under this Agreement.

All representations, warranties, covenants and agreements made in this Agreement and all certificates, applications or other documents delivered by or on behalf of the Recipient are material, have been relied on by the Province, and continue in effect during the continuation of this Agreement.

SECTION 5 - INDEPENDENT RELATIONSHIP

No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or by any actions of the Parties pursuant to this Agreement.

The Recipient will be an independent and neither the Recipient nor its servants, agents or employees will be the servant, employee, or agent of the Province.

The Recipient will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm, or corporation.

The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 6 – RECIPIENT’S OBLIGATIONS

The Recipient will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule A;
- (b) comply with the payment requirements set out in Schedule B, including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) without limiting the provisions of subparagraph (c) of this Section carry out criminal record checks as required by the Criminal Records Review Act, in accordance with Schedule C;
- (f) unless agreed otherwise, supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (g) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement;
- (h) co-operate with the Province in making public announcements regarding the Services and the details of this Agreement that the Province requests; and

- (i) acknowledge the financial contribution made by the Province to the Recipient for the Services in any Materials, by printing on each of the Materials the following statement:

"We gratefully acknowledge the financial support of the Province of British Columbia" through the Ministry of Energy and Mines, and the Government of Canada through Natural Resources Canada.

SECTION 7 - RECORDS

The Recipient will:

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of amounts owing;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province;
- (c) permit the Province, for monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Recipient to deliver the Services or keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or USBs'), whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement.
- (d) if applicable, obtain the consent of clients to allow provincial employees or designates access to client case files for the purposes of service monitoring and evaluation and research purposes, as outlined in Schedule E.

The Parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Recipient.

SECTION 8 - NON EXPENDED FINANCIAL CONTRIBUTION

At the sole option of the Province, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term shall be:

- (a) returned by the Recipient to the Minister of Finance; or
- (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
- (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 9 - CONFLICT OF INTEREST

The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person or entity.

SECTION 10 - CONFIDENTIALITY

The Recipient will treat as confidential all information and material supplied to or obtained by the Recipient, or any third party, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

SECTION 11 - DEFAULT

Any of the following events will constitute an Event of Default,:

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;
- (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act* (Canada) is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed; or
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 12 – RESULTS OF AN EVENT OF DEFAULT

Upon the occurrence of any Event of Default and at any time thereafter that the Province may, despite any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under the last paragraph of Section 12 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default;
- (e) require repayment of any portion of the Financial Contribution not spent in accordance with this Agreement;
- (f) pursue any other remedy available at law or in equity.

The Province may also, at its option, either:

- (a) terminate this Agreement on 30 days written notice, without cause; or
- (b) terminate this Agreement immediately if the Province determines that the Recipient's failure to comply places the health or safety of any person at immediate risk;

and in either case, the payment of the amount required under the last paragraph of Section 12 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement.

Where this Agreement is terminated before 100% completion of the Project, the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Project completed to the satisfaction of the Province prior to termination.

SECTION 13 – DISPUTE RESOLUTION

Dispute resolution process:

In the event of any dispute between the Parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the Parties otherwise agree in writing:

- (a) the Parties must initially attempt to resolve the dispute through collaborative negotiation;

- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the Parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation:

Unless the Parties otherwise agree in writing, an arbitration or mediation under the aforementioned dispute resolution process will be held in Victoria, British Columbia.

Unless the Parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the Parties must share equally the costs of a mediation or arbitration under the aforementioned dispute resolution process other than those costs relating to the production of expert evidence or representation by counsel.

SECTION 14 – INSURANCE AND INDEMNITY

Insurance

During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule D, which may be amended from time to time at the sole discretion of the Province.

Without limiting the provisions of subparagraph (c) of Section 6, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.

The Recipient must indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 – ASSIGNMENT AND SUB-CONTRACTING

The Recipient will not, without the prior, written consent of the Province:

- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
- (b) sub-contract any obligation of the Recipient under this Agreement.

No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations, including Section 6, under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.

This Agreement will be binding upon the Province and its assigns and the Recipient, the Recipient's successors and permitted assigns.

SECTION 16 - REPAYMENT OR REDUCTIONS

An amount paid by the Province to the Recipient or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement is repayable to the Province and until repaid constitutes a debt due to the Province.

SECTION 17 – OTHER FUNDING

If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof.

SECTION 18 - NOTICES

Where in this Agreement any notice or other communication is required to be given by any of the Parties, it will be made in writing. It will be effectively given:

- (a) by delivery, to the address of the Party set out below, on the date of delivery;
- (b) by pre-paid registered mail, to the address of the Party set out below, on the fifth business day after mailing;
- (c) by facsimile, to the facsimile number of the Party mentioned in this Agreement, on the date the facsimile is sent; or
- (d) by e-mail, to the e-mail address of the Party mentioned in this Agreement, on the date the e-mail is sent.

The contact details of the Parties are

Province:

Christina Ianniciello
Director, Communities and Transportation
4th Floor, 1810 Blanshard
Victoria, BC V8W 9N1
Christina.Ianniciello@gov.bc.ca
Phone 250-952-0686

Recipient: **Contact Name, Address, Email, Phone & Fax #**

The contact, address, phone number, facsimile number, or email set out above may be changed by notice in the manner set out in this provision.

SECTION 19 - NON-WAIVER

No term or condition of this Agreement and no breach by the Recipient of any term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Recipient.

The written waiver by the Province of any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 – ENTIRE AGREEMENT

The Schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those Schedules) are part of this Agreement.

SECTION 21 - MISCELLANEOUS

All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province thereof to or for anything related to the Project that by law, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

SECTION 22 – EXECUTION AND DELIVERY OF AGREEMENT

This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each Party and that executed copy being delivered to the other Party by a method provided for in Section 18 or any other method agreed to by the Parties.

The Parties have executed this Agreement as follows:

SIGNED AND DELIVERED on behalf of the Recipient

Signature of Recipient's Signing Authority

Date

Printed Name & Title of Recipient's Signing Authority

SIGNED AND DELIVERED on behalf of the Province,

Signature of Province's Signing Authority

Date

Printed Name & Title of Province's Signing Authority

SAMPLE

SCHEDULE A – SERVICES

The Project

TERM

Notwithstanding the date of execution of this Agreement, the Term of this Agreement starts on April 1, 2017 and ends on March 31, 2018.

PROJECT

The B.C. Ministry of Energy and Mines (the Ministry) is providing Clean Energy Vehicle (CEV) Program Hydrogen Fuelling Infrastructure Funding, with a contribution of up to \$550,000, to projects that have successfully leveraged funding from Natural Resources Canada (NRCan)'s 2016 *Electric Vehicle and Alternative Fuel Infrastructure Deployment Initiative* to install hydrogen fuelling infrastructure within B.C. and meet the Province's goal of a developing a fuelling network.

The CEV Program was designed to reduce barriers to the adoption of CEVs, including the cost and availability of new vehicles and the availability of charging infrastructure. The CEV Program has been highly successful in starting the transition to a transportation system that is powered by clean energy.

To date, the CEV Program has helped put over 4,800 electric vehicles on the road and supported the development of over 1,100 charging stations, resulting in 288,000 tonnes of direct GHG emissions reductions. In 2015, the zero emission vehicle sector in B.C. encompassed 198 companies, employed approximately 3,850 full-time equivalents, and contributed approximately \$700 million in total direct economic activity.

The August 2016 Climate Leadership Plan committed to expand the CEV Program to support new vehicle incentives and infrastructure, as well as to provide education and economic development initiatives. As such, the Province is injecting an additional \$40 million into the CEV Program to ensure purchase incentives continue to be available for British Columbians who choose a qualifying electric or hydrogen fuel cell vehicle, and to make further investments in charging infrastructure and hydrogen fuelling infrastructure. The new CEV Program funding will also support public outreach, job training and economic development to help grow the CEV sector in B.C.

B.C. has long been a leader in the hydrogen fuel cell industry, with a 25 year history of over 35 companies with over 1,200 skilled workers. British Columbia hydrogen and fuel cell technology is being sold around the world, and further investments in the sector to support local deployments of hydrogen fuel cell vehicles will enable the sector to maintain and grow its international leadership position. In addition, the availability of low carbon intensity hydrogen via hydro-electric electrolysis and use of by-product hydrogen streams

positions B.C. to maximize the greenhouse gas emissions reduction benefits of hydrogen deployment.

Within the CEV Program, the Province has taken a technology-agnostic approach to zero emission vehicles, and in addition to providing incentives and infrastructure investment in battery electric vehicle technologies, is also the first jurisdiction to offer a point of sale incentive for hydrogen fuel cell CEVs (FCEV) of up to \$6,000, or up to \$12,000 if scrapping a vehicle through SCRAP-IT.

In partnership with the Canadian Hydrogen and Fuel Cell Association, the Province is currently supporting the installation of a hydrogen fuelling station in the Metro Vancouver area. The expected completion is Fall 2017. With the new CEV Program funding, the Province plans to support additional hydrogen fuelling infrastructure in B.C. to attract upcoming automaker deployments of FCEVs to the region. A key criterion of the CEV Program funding is that it leverage other partner investments in hydrogen fuelling infrastructure.

PURPOSE & EXPECTED RESULTS

The *Hydrogen Fuelling Infrastructure Site 2 Project* (“the Project”) will build on existing hydrogen stations to expand the hydrogen fuelling network in British Columbia, further reducing one of the key barriers to market adoption of hydrogen vehicles: fuelling infrastructure. The Project is required to help achieve the overall CEV Program vision that by 2020, five percent of new light duty vehicle purchases in British Columbia are clean energy vehicles.

This program is intended to encourage and accelerate the adoption of clean energy vehicles in British Columbia for both their environmental and economic benefits. Increased use of clean energy vehicles will help shift spending on imported transportation fuels to locally made hydrogen, and will help stimulate jobs and economic development in the local clean technology sector.

The purpose of this Project is to develop the infrastructure necessary to dispense hydrogen transportation fuel to encourage clean energy vehicle deployment and technology innovation in the Province of British Columbia.

The successful Project will meet the following Mandatory criteria:

1. Be located in British Columbia;
2. Be open to the public;
3. Be a new Project;
4. Be completed before March 31, 2018;
5. Demonstrate secured funding, including a draft contribution agreement from NRCan.
6. Demonstrate secured access to the Project site;
7. Include a signed attestation by a duly authorized officer?

The successful Project will have been assessed on the following Evaluation Criteria:

Financial and Reporting

1. Secured Project financing: At a minimum, the applicant will demonstrate that they have already secured 50% of funding required to complete the Project.
2. Business case of the Project: In the Project description, the applicant must outline its business case for the fuelling/charging infrastructure. This should include details on the customer base, estimated revenue sources, cost to procure fuel, operate, etc... All details provided should be properly substantiated with documentation, and should be reflected in application item 2.14, the Project Financing and Forecasted Profitability table. (Section (7) through (9) of the application)
3. Readiness: Applicants must demonstrate that proposed Projects have already met a certain state of readiness by identifying and securing required permits. The table in section (4.1) of the application should be completed, identifying all permits that will be required by any level of government prior to construction and prior to full operation, as well as provide the current status of the permits (i.e. applied, completed).
4. Established market: The supporting documents must demonstrate that there is a demand for the proposed infrastructure through market research, industry commitment to provide a number of vehicles, etc... Has the applicant already identified fleets requiring the fueling infrastructure, has the applicant secured a letter of support from a fleet owner. Has vehicle OEM committed to release a set number of vehicles for a given market and has letter of support been secured, committing to use the fueling infrastructure funded under the Initiative? A letter of support including the amounts of vehicles expected to make use of the Project is required for the hydrogen station. (Section (6) of the application)
5. Fuel supply: Has the applicant negotiated with fuel suppliers, and at what stage are these negotiations? (Section (7.2) of the application)
6. Proximity to a border crossing: Is the proposed fueling infrastructure within an adequate distance of a Canada/US or provincial border? (Section (2.15) of the application)
7. Co-location: Is the Project co-located with other existing public fueling infrastructure or other facilities? Can it fuel additional modes of transportation beyond on-road (e.g. marine)? Details are to be provided in Section 2.11 of the application.
8. Managerial experience: What is the level of experience of the Project manager, in both conventional fuels industry, and the alternative fuels industry? Has Project manager of the Project previously installed the type of infrastructure being proposed? In order to confirm the information a description of past Projects and a CV of the Project manager must be included. (Section (6) of the application)
9. Project delivery: Applicants must provide a detailed Project timeline with clear milestones and deliverables. Project deployment is expected to commence Spring 2017, and must be completed no later than March 31st, 2018.

Technical

10. Sustainability: In order to be prepared for technology upgrades, or to allow for easier expansion in the future, the applicant may rough in their fueling infrastructure for additional ports/pumps, and prepare for new technologies. (Section (2.13) of the application)
11. Fueling Technology: The applicant must commit to dispensing hydrogen at 70MPa.

OUTCOMES

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Recipient to comply with other provisions of this Schedule A, the Recipient must use commercially reasonable efforts to achieve them:

The CEV Program helps to achieve Objective 2.2: Clean energy sources, fuels and related technologies complemented by energy efficiency and conservation efforts across all sectors of the economy as listed in the Ministry Service plan. Specifically, through the strategy of the Innovative Clean Energy Fund which supports projects that solve real, everyday energy and environmental issues and create economic benefits for all British Columbians.

The CEV Program assists in supporting Province's commitment under the Pacific Coast Action Plan on Climate and Energy to expand the use of zero-emission vehicles in public and private fleets.

This Project represents a second provincially funded, publically available hydrogen fuelling station, and will be the third in B.C. Supporting this Project will enable the Province to develop its network of stations with the intention of attracting early deployments of fuel cell electric vehicles (FCEVs) from automakers.

This Project will also support the long established (over 25 years) hydrogen fuel cell industry within the Province, and is intended to lead to economic development, jobs, and skills training within the sector.

The Parties acknowledge that the Recipient does not warrant that these outcomes will be achieved.

DELIVERABLES

Eligible Costs:

The Province will provide funding for equipment, construction, and labour cost associated with developing a hydrogen fuelling station.

The Province will provide funding for ancillary equipment needed to supply hydrogen fuel to funded fueling stations, including fill equipment and transport trailers, provided that all such costs are incorporated into the budget for each proposed station. Ancillary equipment costs must be included in the total proposed station cost.

The Province will not reimburse for costs incurred before final execution of the grant agreement. Additionally, the Province will not support research, prototype development, feasibility studies, pilot projects, business start-up initiatives, product manufacturing, educational or training programs, marketing projects, rent or leasing costs, office furniture and supplies.

Any fees paid or payable for the solicitation, negotiation, or obtaining of project funding, to any person, including a broker, consultant or advisor are not eligible for reimbursement.

Eligible project costs will only include those approved costs identified within the final project budget included in **Table XXX below (to be provided by successful applicant)**

A milestone delivery timeline is provided in **Table XXX2 (to be agreed upon with successful applicant).**

REPORTING REQUIREMENTS:

Financial Reporting:

Interim Reporting – To be determined

Final Reporting

Following completion of the Project the Recipient must, no later than 30 days after the end of the Term, provide a final financial report including

- a Project income and expenditure summary which identifies all sources and use of the total Project funds over the duration of the entire Agreement;
- a statement detailing the use of the Province's Financial Contribution provided over the duration of the entire Agreement, including an explanation of any financial variances.

Certification / Attestation

All financial reports submitted by the Recipient must be certified by a senior officer of the Recipient's organization (such as a Chief Executive Officer or Chief Financial Officer) attesting to the correctness and completeness of the financial information provided.

Project Reporting

Ongoing Communication

The Recipient must make all reasonable efforts to respond to ad-hoc requests within 3 business days by the Province for information on Project progress. The Recipient must also advise the Province immediately of any substantial events that could impact the program.

The Recipient will establish, on an as-needed basis, bi-weekly recurring meetings with the Province to discuss and resolve Project items or issues.

The Recipient will establish, on an as-needed basis, monthly recurring meetings with the Project Steering Committee, comprised of key project advisors identified by the Province and the Recipient, to provide Project reviews and advice.

Interim Reporting – to be determined

Final Reporting

Following completion of the Project the Recipient must, no later than 30 days after the end of the Term, provide a Final Project Report that includes:

A final financial statement that includes:

- a Project income and expenditure summary which identifies all sources and use of the total Project funds over the duration of the entire Agreement; a statement detailing the use of the Province's contributions provided over the duration of the entire Agreement, including an explanation of any financial variances.

Additional terms to be determined

SCHEDULE B - FINANCIAL CONTRIBUTION

PAYMENTS

Payment Schedule	Payment Amount
Upon receipt and acceptance by the Province of the following: • [REDACTED]	\$
• [REDACTED]	\$
• [REDACTED]	\$
TOTAL	\$

The Recipient must submit to the Province **specify timing, eg, upon completion of each phase of the Project specified in Schedule A, or upon completion of the Project,** a written statement of account showing

- (a) the Recipient's legal name and address;
- (b) the date of the statement and a statement number for identification;
- (c) the Agreement Number;
- (d) the calculation of the Financial Contribution being claimed, with reasonable detail of the applicable part of the Project completed to statement date; and
- (e) any other billing information reasonably requested by the Province.

3. Any future contributions by the Province under this Project are conditional upon the Recipient having complied with the terms and conditions of this Agreement.