

BRITISH COLUMBIA ROYALTY CREDIT PROGRAM
CLEAN INFRASTRUCTURE ROYALTY CREDIT DEDUCTION AGREEMENT

XXXXXXX PROJECT

THIS AGREEMENT dated for reference _____, 20____

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
REPRESENTED BY THE PERSON APPOINTED AS THE ROYALTY ADMINISTRATOR
UNDER SECTION 73(3) OF THE ACT
(THE "ADMINISTRATOR")

AND:

[Name of Producer Project Proponent]
(THE "PRODUCER PROJECT PROPONENT")

AND:

[Name of Pipeline Project Proponent]
(THE "PIPELINE PROJECT PROPONENT")

**(together, the Producer Project Proponent and the Pipeline
Project Proponent are the "PROJECT PROPONENTS")**

WHEREAS:

- A. The Producer Project Proponent is a "producer" as defined under the Regulation.
- B. The Pipeline Project Proponent is a "pipeline company" as defined under the Regulation.
- C. The Pipeline Project Proponent has advised the Administrator pursuant to [Section 4](#) of the Regulation that the Pipeline Project Proponent intends to undertake the Project in a contractual arrangement with the Producer Project Proponent and that the Project is of a type contemplated in Section 4(12)(b) of the Regulation.
- D. The Parties have agreed to enter into this Agreement to determine the Producer Project Proponent's entitlement to deduct a portion of the costs attributable to the Project from royalty or tax otherwise payable by the Producer Project Proponent under the *Petroleum and Natural Gas Act* (the Act) in accordance with the terms of the Agreement.

- E. The Project Proponents have obtained, or are in the process of obtaining, all necessary permits or authorizations under the *Oil and Gas Activities Act* (OGAA) and other applicable laws.

THE PARTIES AGREE AS FOLLOWS:

I. Definitions and Interpretation

1. In this Agreement:

“**Act**” means the [Petroleum and Natural Gas Act](#), R.S.B.C. 1996, c. 361, and any amendments thereto;

“**Agreement**” means this Agreement;

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;

“**Closing Time**” means 2:00 PM (Pacific Time) on May 18, 2018;

“**Construction**” means the construction of the Project as described in Step 1 in Schedule A, which, for greater certainty:

- (a) includes any physical alteration of land, vegetation or any other aspect of the natural environment;
- (b) includes the retrofit, replacement or conversion of any existing work or infrastructure; and
- (c) does not include any activities conducted solely for investigative purposes under a valid permit or authorization;

“**Construction Completion Date**” means the date that Construction was completed, as specified in a Statutory Declaration of Completion submitted to the Administrator as part of an application for a Royalty Deduction under Section VII;

“**Eligible Costs**” means the following costs, actually paid by the Project Proponents, to complete the Project:

- (a) costs paid for planning, designing, surveying, mapping, obtaining licenses and approvals and engineering expenditures; and
- (b) all materials, labour and equipment charge-out costs incurred during Construction and Post-Project Verification of the Project;

but excludes:

- (c) routine maintenance costs;
- (d) goods and services tax (GST);

- (e) costs associated with maintaining compliance with regulations, including the Greenhouse Gas Emission Reporting Regulation, B.C. Reg. 249/2015; and
- (f) contingency allowances, administration costs, overhead, accounting, interest and the purchase of, and amortization and depreciation on, capital equipment that is not integral to the operation of the project;

“Fiscal Year” means a period commencing April 1st and terminating March 31st of the following year;

“GHG” means “greenhouse gas” as defined in Section 4 of the Regulation;

“OGAA” means the [Oil and Gas Activities Act](#), S.B.C. 2008, c. 36 and any amendments thereto;

“Parties” means the Administrator and Project Proponents, and “Party” means any one of them;

“Post-Project Verification” means the post-project verification of the Project as described in Step 2 in Schedule A, which, for greater certainty includes providing the Administrator with a report by the Project Proponents that:

- (a) details the actual GHG emissions reductions from the Project, determined using a methodology approved by the Administrator;
- (b) has been verified by an ISO 14065 accredited organization that is independent from the Project Proponents; and
- (c) is otherwise satisfactory to the Administrator, in their sole discretion;

“Project” means the project described in Schedule A and the specifications described in Schedule C, including any amendments to the Project accepted by the Administrator in accordance with Section III;

“Project Completion” means the completion of both:

- (a) Construction; and
- (b) Post-Project Verification;

“Regulation” means the [Petroleum and Natural Gas Royalty and Freehold Production Tax Regulation](#), B.C. Reg. 495/92 and any amendments thereto;

“Royalty Deduction” means a deduction from royalty or tax otherwise payable by the Producer Project Proponent under the Act;

“Royalty Revenues” means the net royalties payable to the Province of British Columbia from production of oil and gas enabled by this Project, prior to any infrastructure Royalty Deduction;

“**Step**” means a step of the Project as set out in Schedule A; and

“**Step Completion Date**” means the date that the Step was completed, as specified in a Statutory Declaration of Completion submitted to the Administrator as part of an application for a Royalty Deduction under Section VII.

2. Any headings or titles are for convenience of reference and do not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context results in an inconsistency, references in this Agreement to Sections and Schedules are to Sections and Schedules of this Agreement.
3. In this Agreement, words in the singular number include the plural and words in the plural include the singular.

II. Schedules

The following attached schedules form a part of this Agreement:

- (a) Schedule A – Summary of Project Work and Step(s);
- (b) Schedule B – Documentation Required for Release of Royalty Deduction; and
- (c) Schedule C – Project Schedule and Project Map.

III. Project Amendments

1. The Project Proponents may, at any time during the term of this Agreement, submit a written request to the Administrator to amend the Project (“**Proposed Amendment Request**”) that includes a reasonably detailed description of the changes to the Project proposed by the Project Proponents. The Administrator may refuse to review or consider a Proposed Amendment Request until it is determined, in his or her sole discretion, that all the necessary or advisable information has been received to review and consider the request of the Project Proponents.
2. The Administrator has the sole discretion to accept or reject a Proposed Amendment Request. The Administrator will inform the Project Proponents of the Administrator’s decision whether to accept or reject any Proposed Amendment Request.
3. If the Administrator accepts a Proposed Amendment Request, the Parties will take steps to amend Schedules A and/or C, as applicable, to reflect the accepted Proposed Amendment Request as soon as reasonably practicable after the Administrator informs the Project Proponents that the Administrator accepted such Proposed Amendment Request.
4. If the Project Proponents construct the Project in a manner that is inconsistent with Schedules A or C:

- (a) the Administrator may demand from the Project Proponents, an amount equal to any and all Royalty Deductions that have been allowed by the Administrator under this Agreement, and
- (b) the Administrator will not be required to review or consider any subsequent application for a Royalty Deduction under this Agreement.

IV. Completion of the Project

1. The Parties agree that the Producer Project Proponent will not be entitled to any Royalty Deduction in respect of the Project if the Project Proponents commence construction prior to the Closing Time.
2. The Parties agree that the Producer Project Proponent will only be eligible for Royalty Deductions under this Agreement if:
 - (a) completion of Step 1 occurs on or before the earlier of:
 - i. the third anniversary of this Agreement; and
 - ii. December 31, 2021; and
 - (b) Project Completion occurs on or before the earlier of:
 - iii. the fifth anniversary of this Agreement; and
 - iv. December 31, 2023.

Notwithstanding the foregoing, should unusual or exceptional circumstances arise, the Project Proponents may propose a different Project Completion date to the Administrator in which case the Administrator has the sole discretion to amend the date by which the Project may be completed under the Agreement in accordance with Section III, paragraphs 1 through 4.

3. A Project or Step will be considered completed on the date specified as Completion of Step Date in the Statutory Declaration of Completion executed by the Project Proponent in the form attached as Schedule B, submitted to and received by the Administrator.
4. Any goods or services such as special equipment, inventory or surveying services for the Project that are purchased before the Closing Time must be described in accordance with Schedule B or will not be considered Eligible Costs that were expended by the Project Proponents in relation to the completion of such Step or Project.
5. If the Project Proponents have not achieved Project Completion by the fifth anniversary of this Agreement (as may be extended pursuant to paragraph 2 of Section IV), then:

- (a) the Administrator has sole discretion to demand from the Project Proponents an amount equal to any and all Royalty Deductions that have been allowed by the Administrator under this Agreement; and
- (b) the Administrator is not required to consider or review any subsequent applications for a Royalty Deduction under this Agreement.

V. Project Supervisor

The Project Proponents must identify the project supervisor and ensure that the project supervisor is available, with reasonable notification, to meet with, and provide information to the Administrator during the term of this Agreement. The Project Proponents may appoint a replacement project supervisor at any time during the term of this Agreement by providing the Administrator with written notice of the name and contact details of the replacement project supervisor.

VI. Inspections, Audits and Safety

1. The Administrator, or his or her designated representative, may, at reasonable times, on written notice to and with the permission of the Project Proponents, with such permission not to be unreasonably withheld, access the Project site and the offices of either or both of the Project Proponents for the purpose of conducting inspections, monitoring progress of the Project, and conducting audits or reviews of documentation concerning the Project, including whether (i) costs claimed by the Project Proponents under this Agreement constitute Eligible Costs, and (ii) such costs have actually been paid by either or both of the Project Proponents. The Project Proponents will, and will cause their respective employees, agents and contractors to, provide reasonable assistance to the Administrator for such purposes.
2. At any time prior to the earlier of:
 - (a) the termination of this Agreement pursuant to paragraph 1(c) of Section XIV; and
 - (b) the date that is 60 months after the termination of this Agreement pursuant to paragraphs 1(a) or (b) of Section XIV,

the Administrator, his or her designated representative, may request any records and information related to the Project, and the Project Proponents must, within 30 days of such request, send in the requested records and information in paper or electronic form to the Administrator. The Administrator may conduct, or cause to be conducted, an audit or review of the requested records and information for the purpose of determining whether:

- (c) costs claimed by the Project Proponents under this Agreement constitute Eligible Costs, and

(d) such costs have actually been paid by either or both of the Project Proponents.

VII. Application for Royalty Deduction

1. The Project Proponents may apply to the Administrator for a deduction from royalty or tax otherwise payable by the Project Proponents under the Act for Eligible Costs expended in relation to the Project for each Step identified in Schedule A upon completion of the Step.
2. The application for a deduction must be accompanied by an executed version of all documents required under Schedule B.
3. Subject to Section VII paragraphs 4, 4 and 5 and Section IV paragraph 2, upon receipt of an application for a deduction in relation to a Project, the Administrator will review the application within 90 days, and if the application meets the requirements of the Regulation and this Agreement, the Administrator will allow the following Royalty Deductions:
 - (a) if the application for Royalty Deduction concerns the completion of Construction:
 - i. the Administrator will allow up to 50% of the Royalty Deduction requested in respect of such Step in Schedule A at such time; and
 - ii. the Administrator will allow up to 50% of the Royalty Deduction requested in respect of such Step in Schedule A upon completion by the Project Proponents of Post-Project Verification to the satisfaction of the Administrator; and
 - (b) if the application for Royalty Deduction concerns the completion of Post-Project Verification, the Administrator will allow up to 100% of the requested Royalty Deduction at such time.
4. If the Administrator reasonably believes that any information accompanying the application for deduction is incorrect or inadequate, a notification will be sent by the Administrator to the Project Proponents of the inadequacy. The Project Proponents must, within 30 days of receiving the notification, provide the further information to the requester. The Administrator is not required to begin a review of the application for a deduction or subsequent applications for deductions concerning the Project until the further information requested of the Project Proponent has been provided, and the Administrator is satisfied that no further information is required in order to review the application.
5. If the Project Proponents' application for a deduction in relation to a Step is received by the Administrator more than six months after the completion date set out in Schedule A with respect to that Step, the Administrator has the sole discretion to refuse to review the application.

6. The Parties acknowledge and agree that:
- (a) the aggregate Royalty Deduction allowed by the Administrator in respect of a Step will not exceed 50% of the lesser of:
 - i. the total estimated completion costs for that Step specified in Schedule A; and
 - ii. the amount actually spent by the Project Proponents to complete that Step; and
 - (b) the Administrator may allow a Royalty Deduction in respect of a Step that is less than the total Royalty Deduction requested by the Project Proponents in respect of such Step if the Administrator determines, in their sole discretion, that any cost claimed by the Project Proponents in respect of such Step does not constitute an Eligible Cost.

VIII. Notification

1. After the Administrator has allowed a Royalty Deduction, the Royalty Administrator will promptly notify the Producer Project Proponent and the British Columbia Ministry of Finance of the amount of the Producer Project Proponent's allowable Royalty Deductions.
2. The Project Proponents will promptly notify the Administrator if either or both of the Project Proponents:
 - (a) intend to, or have taken steps to, cancel, terminate or suspend the Project or any aspect thereof; or
 - (b) experiences any material delay in respect of achieving Project Completion or completing any Step.

IX. Defaults

1. The Project Proponents are not eligible to make an application for Royalty Deduction under this Agreement if either or both of the Project Proponents are in arrears in making any royalty payments, or any other payment, under this Agreement or the Act, to the Administrator or the Province of British Columbia.
2. If the Administrator determines that a deduction allowed pursuant to this Agreement was greater than the amount to which the Producer Project Proponent is entitled, the Administrator may demand from the Producer Project Proponent an amount equal to the difference between the amount allowed and the amount to which the Producer Project Proponent is not entitled.

X. Payments

The Project Proponents must pay to the Administrator the amounts demanded by the Administrator under paragraph 4 of Section III, paragraph 5 of Section IV, or paragraph 2 of Section IX, within 90 days of the issuance of the demand by the Administrator.

XI. Consent to Use and Disclosure

Each of the Project Proponents hereby consents to the use and disclosure by:

- (a) the Administrator; and
 - (b) Her Majesty the Queen in Right of the Province of British Columbia (the "Province") and its servants, employees, officials, agents and representatives,
- of information provided by or on behalf of the Project Proponents to the Administrator or the Province in respect of:
- (c) total estimated and actual Project costs;
 - (d) estimated and actual GHG emissions reductions associated with carrying out the Project;
 - (e) the Royalty Deduction amount for the Project;
 - (f) any barriers to the implementation of the Project as identified by such Project Proponent; and,
 - (g) the royalty credit emission reduction ratio from Schedule A.

in such a manner as to not readily identify the location of the Project or that such Project Proponent is one of the persons responsible for the Project.

XII. Dispute Resolution

1. The Parties agree to negotiate all disputes arising from this Agreement in good faith after a Party provides the other Parties with written notice of the existence of a dispute.
2. If the Parties are unable to resolve the dispute within 30 Business Days after the notice was provided, any Party may refer the dispute to court.
3. For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of British Columbia and the courts of the Province of British Columbia will have exclusive jurisdiction to entertain any action arising under this Agreement. Each of the Parties attorns to the jurisdiction of the courts of the Province of British Columbia.

XIII. Project Proponents' Indemnity Related to Work

The Project Proponents indemnify and save harmless the Administrator, Her Majesty the Queen in right of the Province of British Columbia (the Province), and its servants, employees, officials, agents, representatives, contractors, and consultants (the Indemnified Parties), from and against all claims, liabilities, demands, costs and expenses, fines, penalties, assessments and levies made against or incurred, suffered or sustained by any of the Indemnified Parties before, on, or after, the completion of the Project or early termination of this Agreement where the claims, liabilities, demands, costs and expenses, fines, penalties, assessments or levies or any of them are based upon or arise out of the negligence of, or for anything done or omitted to be done by, or the gross negligence or wilful misconduct of either or both of the Project Proponents, or their respective directors, officers, employees, agents, consultants, contractors or subcontractors, in connection with carrying out the Project Proponents' obligations under this Agreement, or the Project, which indemnity will survive the termination of this Agreement.

XIV. Termination

1. This Agreement terminates on the earlier of:
 - (a) the written mutual consent of the Parties;
 - (b) termination in accordance with paragraph 2 of Section XIV; or
 - (c) 10 years following Project Completion.
2. Subject to paragraph 3 of this Section XIV, the Administrator may terminate this Agreement in the event of a breach by either or both of Project Proponents of any obligation under this Agreement if, after giving 60 days written notice to the Project Proponents, the Project Proponents have not rectified or commenced to rectify the breach to the satisfaction of the Administrator. If, any time after the expiry of such 60-day period, the Administrator forms the opinion that the Project Proponents have failed to diligently continue actions to rectify such breach, the Administrator may terminate this Agreement immediately upon providing written notice to the Project Proponents.
3. If either or both of the Project Proponents dispute the existence of a breach in a court under paragraph 2 of Section XII, the Parties agree that the period of 60 days referred to in paragraph 2 of this Section XIV, is extended until a decision confirming the existence of the breach is made by the court.
4. Sections VI, XI, XII, XIII, XIV, XVI and XXIV of this Agreement, any accrued by unpaid payment obligations, and any other sections of this Agreement which, by their terms or nature, are intended to survive the completion of the termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

XV. No Fettering; Not an Authorization

The Parties acknowledge and agree that nothing in this Agreement is intended to or is to be construed in any way that fetters the discretion of any government, including the Province, or any official, appointee or employee thereof, in exercising any powers provided pursuant to any enactment. This Agreement does not operate as a permit, license, approval or other statutory authority which either or both of the Project Proponents or any other person may be required to obtain from the Province, or any of its officials, agencies or employees, or any other government, agency, or person, including the Oil and Gas Commission and the National Energy Board, in order to carry out the Project or for any other reason.

XVI. Governing Law

This Agreement is governed by and must be interpreted in accordance with the laws of the Province of British Columbia.

XVII. Assignment and Enurement

The Project Proponents may not assign this Agreement, or the rights and obligations of a Party under it without the prior written consent of the Administrator. Any purported assignment in breach of this restriction is void. The Administrator may not unreasonably withhold consent to assignment of this Agreement, provided however that it will be reasonable for the Administrator to withhold consent to assignment if such assignment would result in the benefit of Royalty Deductions allowed by the Administrator under this Agreement to be transferred from the Producer Project Proponent to any other person. This Agreement is binding upon and enures to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

XVIII. Waiver

Any Party may waive a breach of an obligation set out in this Agreement. However, no waiver has any effect, or binds the Party making the waiver, unless it is in writing and, unless otherwise provided, such waiver will be limited to the specific breach waived. A waiver does not limit or affect the rights of a Party with respect to any other breach.

XIX. Counterparts and Electronic Execution

This Agreement may be executed manually or electronically and in counterpart and all executed counterparts together constitute one agreement.

XX. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter dealt with by this Agreement and cancels and supersedes any prior

agreements, understandings, negotiations, and discussions between the Parties with respect to the subject matter. Other than as may be provided under applicable law, there are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied, between the Parties with respect to the subject matter covered by this Agreement other than as expressly set out in this Agreement.

XXI. Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

XXII. No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their successors and permitted assigns and, except as provided in Sections XI and XIII and as otherwise expressly contemplated in this Agreement, nothing in it is intended to or shall confer upon or give to any other person any legal or equitable right, benefit or remedy of any nature or kind whatsoever under or by reason of this Agreement.

XXIII. Remedies Cumulative

The rights and remedies of the Parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

XXIV. Notices

1. All communications under this Agreement between the Parties must be in writing. Any communication under this Agreement is deemed to have been received:
 - (a) if served personally, on the date of receipt;
 - (b) if by regular mail, on the fifth Business Day following mailing;
 - (c) if, between the time a notice is mailed in accordance with subparagraph (b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it;
 - (d) subject to subsection (f), if delivered by electronic mail before 1630 hrs (Pacific Time) on a Business Day, on the day it was sent;

- (e) subject to subsection (f), if delivered by electronic mail and sent (i) after 1630 hrs on a Business Day, or (ii) on a day that is not a Business Day, then the communication will be deemed to be received on the next Business Day; and
- (f) If a communication is sent by electronic mail, the party sending the communication must take reasonable steps to ensure that the transmission has been successfully completed.

The addresses for the Parties are:

Royalty Administrator: Ministry of Energy, Mines and Petroleum Resources

Physical Address: 5th Floor, 1810 Blanshard Street
Victoria BC V8T 4J1

Mailing Address: P.O. Box 9323 Stn Prov Government
Victoria BC V8W 9N3

Email Address: MNGDInfrastructure@gov.bc.ca

Producer Project Proponent: XXXXXXXXX

Physical Address: XXX

Mailing Address: XXX

Primary Contact: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Primary Contact Email: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Pipeline Project Proponent: XXXXXXXXX

Physical Address: XXX

Mailing Address: XXX

Primary Contact: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Primary Contact Email: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXV. Joint and Several Liability

1. In the event that any liability of any kind whatsoever is incurred under this Agreement by any of the Project Proponents, each of them shall be jointly and severally liable for such liability.
2. For the purposes of this Agreement, the Administrator shall be entitled to treat any act or communication made by any one of the Project Proponents as being made as agent of the other Project Proponents and the Administrator may rely on that presumption of agency, unless that Party expressly states in writing that it is acting or communicating solely on its own behalf.

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, by the person appointed as **ROYALTY ADMINISTRATOR** under section 73(3) of the *Petroleum and Natural Gas Act*

Name: Inés Piccinino
Royalty Administrator

Date

Signed on behalf of **(NAME OF PRODUCER PROJECT PROPONENT)** by a duly authorized signatory

Name (Printed):
Title:

Date

Signed on behalf of **(NAME OF PIPELINE PROJECT PROPONENT)** by a duly authorized signatory

Name (Printed):
Title:

Date

Schedule A - Description of Project Work and Step(s)

PROJECT SUMMARY:		
	Estimated PROJECT Completion Cost	Maximum PROJECT Royalty Deduction
TOTAL (Step 1 + Step 2):	\$	\$
ESTIMATED GHG EMISSIONS SUMMARY:		
Estimated Greenhouse Gas Emissions Reductions: (over 10 years, tonnes CO ₂ e)		
Royalty Credit Emission Reduction Ratio: (\$ / tonnes CO ₂ e)		

Schedule A - Description of Project Work and Step(s)

DESCRIPTION OF STEP 1 (Project Construction):	
Project/Step 1 Start Date: (yyyy-mm-dd)	
Step 1 Construction Start Date: (yyyy-mm-dd)	
Step 1 Completion Date: (yyyy-mm-dd)	

Step 1 Components	Step 1 Estimated Completion Cost
Design (planning, engineering, applications and surveying)	\$
Construction (installation, labour)	\$
Equipment (retrofit or replacement equipment costs)	\$
Other	\$
TOTAL ESTIMATED COMPLETION COST (STEP 1):	\$
MAXIMUM ROYALTY DEDUCTION (STEP 1):	\$

Schedule A - Description of Project Work and Step(s)

DESCRIPTION OF STEP 2 (Post-Project Verification):	
Draft Verification Plan:	
Step 2 Start Date: (yyyy-mm-dd)	
Project/Step 2 Completion Date: (yyyy-mm-dd)	

Step 2 Components	Step 2 Estimated Completion Cost
Report Development (sampling, analysis, reporting)	\$
Verification	\$
Other	\$
TOTAL ESTIMATED COMPLETION COST (STEP 2):	\$
MAXIMUM ROYALTY DEDUCTION (STEP 2):	\$

Schedule B - Documentation Required for Release of Royalty Deduction

The Project Proponents must provide the following materials to the Administrator when applying for a Royalty Deduction.

Step 1 Release Documentation:

1. Statutory Declaration of Completion (attached);
2. Summary of Final As-Built Costs (sample attached);
3. Detailed List of Invoices (sample attached);
4. Post-Project Verification Plan; and
5. Special Equipment, Inventory or Services (attached, if applicable).

Step 2 Release Documentation:

1. Statutory Declaration of Completion (attached);
2. Summary of Final As-Built Costs (sample attached);
3. Detailed List of Invoices (sample attached);
4. GHG Emissions Reduction Report;
5. Special Equipment, Inventory or Services (attached, if applicable); and
6. Verification Statement from a qualified third party verification body.



Ministry of Energy, Mines and Petroleum Resources
STATUTORY DECLARATION OF COMPLETION

IN THE MATTER OF THE EVIDENCE ACT, 1996 RSBC c.124 AND IN THE MATTER OF CERTAIN DISBURSEMENTS MADE IN CONNECTION WITH THE AGREEMENT

dated the _____ day of _____, _____ between:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Person Appointed as the Royalty Administrator under Section 73(3) of the Petroleum and Natural Gas Act (the Administrator)

and:

(the Project Proponent)

pertaining to Project Name: _____

I, _____, being the (PRINT OR TYPE FULL NAME AND POSITION OR TITLE)

duly authorized representative of and agent for the Project Proponent, solemnly declare and attest that:

- i) the Step identified below has been completed in the manner and to the extent required by the Agreement on the completion of step date below,
ii) the Project Proponent intends to complete the project, and
iii) the completion costs for which the deduction amount is calculated have actually been paid.

Royalty Payor Code No.: (FOR ALLOCATION OF ROYALTY DEDUCTION) _____

Project Step(s): _____

Date Step(s) Completed: (YYYY-MM-DD) _____

I MAKE THIS SOLEMN DECLARATION, conscientiously believing it to be true and knowing that it is of the same legal force and effect as if made under Oath.

DECLARED BEFORE ME AT THE _____)
_____)
of _____, in the _____)
Province of _____, on this _____) Signature of Project Proponent's Authorized Representative
day of _____, _____)
_____)
A Commissioner for taking Affidavits for _____)
(Province))

Schedule B.2 – Summary of Final As-Built Costs per Step(s)

Instructions: Please fill in the following information for each Step. Submit completed Schedule in PDF format.

Company Name: _____

CIRCP Project Name: _____

Project Step 1 Component		Estimated Completion Cost	Final As-Built Cost
Design	(planning, engineering, applications and surveying)		
Construction	(installation, labour)		
Equipment	(equipment costs)		
Other			
STEP 1 TOTAL		\$ -	\$ -

Project Step 2 Component		Estimated Completion Cost	Final As-Built Cost
Report Development	(sampling, analysis, reporting)		
Verification			
Other			
STEP 2 TOTAL		\$ -	\$ -

Schedule B.3 - Detailed List of Invoices

Company Name: _____

CIRCP Project Name: _____

Project Authority for Expenditure #: _____

Instructions: Project Proponent must include the information as per the headings below. Layout is for illustrative purposes - an alternative format satisfactory to the Administrator may be submitted. Submit completed table in .xlsx format.

STEP(S) (separate costs by Step)	Invoice Number	Invoice Date (yyyy-mm-dd)	Invoice Amount (less GST)	Item/ Category	Description of Goods or Service	Vender Name	Vendor Address	Eligible Cost Category	Comments
Step 1 – Design									
Step 1 – Construction									
Step 1 – Equipment									
Step 1 - Other									
STEP 1 SUBTOTAL									
Step 2 – Report Development									
Step 2 – Verification									
Step 2 – Other									
STEP 2 SUBTOTAL									
PROJECT TOTAL									

Schedule B.5 – Special Equipment, Inventory or Services

Instructions: Please fill in the following information for each goods or service purchased prior to the start date of this Project. The goods and services purchased must qualify as eligible costs under the CIRCP and be relevant to the Project. Submit completed Schedule in PDF format.

Company Name: _____

CIRCP Project Name: _____

Item Number	Date Purchased (yyyy-mm-dd)	Cost (\$)	Vender Name	Description of Good or Service	Comment / Explanation
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Schedule C – Project Schedule and Project Map(s)

1. Project Schedule (attached):
 - a. [List here]
2. Project Map (attached):
 - a. [List here]

Schedule C.1 – Project Schedule

(insert here)

Schedule C.2 – Project Map

(insert here)