

**INDUSTRIAL ACCELERATOR^{OM} PROGRAM
DETAILED ENGINEERING STUDY FUNDING CONTRACT**

THIS AGREEMENT made as of the ____ day of _____, _____.

BETWEEN:

INDEPENDENT ELECTRICITY SYSTEM OPERATOR

(hereinafter referred to as the "IESO")

- and -

[NAME OF PARTICIPANT]

(hereinafter referred to as the "**Participant**")

WHEREAS the Participant has submitted a Detailed Engineering Study Funding Application to the IESO;

AND WHEREAS the Participant reasonably expects that the Detailed Engineering Study will identify activities and Measures that will generate Electricity Savings;

AND WHEREAS in the absence of receipt of the Detailed Engineering Study Incentive the Participant would not undertake the Detailed Engineering Study;

AND WHEREAS the IESO has approved the Application;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** All capitalized terms not herein defined shall have the meanings given in Schedule "A".
2. **Company Representatives.** The Participant hereby appoints its Company Representative who is duly authorized to act on behalf of the Participant, and with whom the IESO may consult at all reasonable times, and whose instructions, requests and decisions, provided the same are in writing signed by the respective Company Representative, shall be binding on the Participant as to all matters pertaining to this Agreement and the Project or Portfolio, and for greater certainty, who shall not have the power or authority to amend this Agreement.
3. **Detailed Engineering Study.**
 - (a) The Participant agrees to complete a Detailed Engineering Study and to prepare a Draft Report and Final Report as set out in Section 5(b) hereof on the results of such Detailed Engineering Study in accordance with (a) the Program Rules, including, Exhibit "C" – Detailed Engineering Study Minimum Requirements to the Program Rules; and (b) the Application. Without limiting the generality of the foregoing, the Participant shall obtain the prior written approval of the IESO of the cost and scope of the Detailed Engineering Study. The third party selected by the Participant to complete any Detailed Engineering Study will be required to develop a methodology for determining the preliminary Base Case Baseline including the collection and analysis of the System data, including any pre-metering required to implement the Detailed Engineering Study pursuant to Section 3.1(d) of the Program Rules. As compliance with the Detailed Engineering Study minimum requirements is mandatory, the Participant may elect to have such methodology reviewed by the Technical Reviewer prior to implementation. Such proposed methodology will be subject to confirmation or amendment in the M&V Plan.
 - (b) Any conflict or inconsistency between the Detailed Engineering Study Funding Application and the Proposal, on the one hand, and the Information Requests or IRs, on the other hand, shall be resolved in favour of the IRs unless otherwise provided by the IESO, and any conflict or inconsistency between the Detailed Engineering Study Funding Application and the Proposal shall be resolved in favour of the Detailed Engineering Study Funding Application.
 - (c) As of the date hereof, the Parties agree that the description of the Detailed Engineering Study set out at Schedule "B" is complete and accurate.
4. **Costs.** The Participant shall, concurrently with the Draft Report (as defined below) submit to the IESO a certificate signed by the Participant's Company Representative showing the actual Eligible Costs incurred by the Participant to complete the Detailed Engineering Study and attaching all relevant receipts. The IESO has the right to audit such certificate and shall, in its discretion, accept or reject all or part of such certified costs. The IESO may, within 30 days of receipt of such certificate, notify the Participant that the IESO intends to audit such certified costs. Upon receipt of such notice, the Participant shall use all Commercially Reasonable Efforts to assist the IESO in the course of the audit by making any information and personnel available to the IESO within five (5) Business Days of any request therefor. At the conclusion of such an audit, the IESO shall, in its sole discretion, either: (i) accept the certified costs or (ii) if the IESO does not accept such certified costs, determine the actual costs incurred based upon the results of its audit and notify the Participant thereof, and the actual Eligible Costs incurred shall be deemed for all purposes of this Agreement to be such amount determined by the IESO.
5. **Payment.**
 - (a) The Detailed Engineering Study Incentive approved by the IESO is as set out under the heading "Approved Amount" at Schedule "B" attached hereto (the "**Approved Amount**").
 - (b) The IESO agrees to pay the Detailed Engineering Study Incentive to the Participant in two payments as follows:
 - (i) the lower of (A) 50% of the Approved Amount for the Detailed Engineering Study and (B) the actual Eligible Costs incurred by the Participant to complete the Detailed Engineering Study, within 30 days of acceptance by the IESO of an Invoice and acceptance by the IESO of a draft report on the results of such study provided by the Participant (the "**Draft Report**"), which acceptance will in part be based on the extent to which such draft report reflects appropriately the originally contemplated scope of the study, as set out in the Application and not on the specific recommendations set out in the Draft Report; and

- (ii) the actual Eligible Costs incurred by the Participant to complete the Detailed Engineering Study up to the remaining unpaid portion of the Approved Amount, within 30 days of acceptance by the IESO of an Invoice and approval by the IESO of a final report on the results of such study provided by the Participant (the "**Final Report**").
 - (c) All payments hereunder shall be made in Canadian dollars, by cheque or by electronic funds transfer to the Participant's account.
 - (d) The Participant agrees to have each viable Project identified in the Detailed Engineering Study presented to the Participant's capital committee for consideration for inclusion in the Participant's capital budget, plan and /or program for its next fiscal period, and to cause its Chief Financial Officer (or such other officer of the Participant with direct knowledge of these matters and acceptable to the IESO) to certify to the IESO in writing that such presentation has occurred no later than the date on which the advance of funding will be made by the IESO pursuant to Section 5(b)(ii) hereof. The receipt of such certification shall be a condition precedent to such advance.
6. **Reports.** The IESO shall not be liable to pay any amount pursuant to Section 5 of this Agreement unless the Draft Report has been accepted or the Final Report has been approved in each case by the IESO. The Participant shall deliver the Final Report to the IESO within 60 days of delivery to the Participant by the IESO of its comments on the Draft Report. If the System that is the subject of the Detailed Engineering Study is changed or altered after completion of the Detailed Engineering Study but prior to the acceptance by the IESO of the Final Report, the Participant will update the Detailed Engineering Study and the Final Report to account for such changes or alterations and satisfy the requirements contained in Exhibit C – Detailed Engineering Study Minimum Requirements to the Program Rules.
7. **Net Project Incentive.** The total amount of funding advanced pursuant to this Agreement will be deducted from any Project Incentive so that the total amount paid to the Participant in respect of the Project does not exceed the Project Incentive determined in accordance with Section 1.6 of the Program Rules.
8. **Term.** Unless the Draft Report is accepted by the IESO within eight months of the date hereof or such other date as the Parties may agree upon in writing, this Agreement shall terminate and the Parties shall have no further obligations hereunder.
9. **Environmental Attributes.**
- (a) All Environmental Attributes arising in relation to the Electricity Savings funded by an amount paid under the Program Rules shall be owned by the IESO and the Participant shall have no entitlement to any such Environmental Attributes. All other Environmental Attributes arising in relation to the Participant's Facility shall be owned by the Participant and the IESO shall have no entitlement thereto.
 - (b) The Participant hereby transfers and assigns to, or, to the extent transfer or assignment is not permitted, holds in trust for, the IESO, who thereafter shall own, all rights, title, and interest in and to all Environmental Attributes owned by the IESO pursuant to Section 9(a) above.
 - (c) The Participant shall from time to time, upon written direction of the IESO, take all such actions and do all such things necessary to effect the transfer and assignment to, or holding in trust for, the IESO, all rights, title, and interest in all Environmental Attributes owned by the IESO pursuant to Section 9(a) above.
 - (d) The Participant shall from time to time, upon written direction of the IESO, take all such actions and do all such things necessary to certify, obtain, qualify, and register with the relevant authorities or agencies such Environmental Attributes that are created and allocated or credited pursuant to Applicable Laws from time to time for the purposes of transferring such Environmental Attributes to the IESO in accordance with this Section 9. The Participant shall be entitled to reimbursement of the cost of complying with a direction under this section, provided that the IESO, acting reasonably, approved such cost in writing prior to the cost being incurred by the Participant.
10. **Program Rules.** The Participant acknowledges and agrees that it is bound by the provisions of the Program Rules.
11. **Confidential Information and FIPPA.**
- (a) From the date of this Agreement to and following the expiry of this Agreement, neither Party shall in any manner disclose Confidential Information, except as follows:
 - (i) The Receiving Party may disclose Confidential Information to its Representatives who need to know Confidential Information for the purpose of assisting the Receiving Party in complying with its obligations under this Agreement. On each copy made by the Receiving Party, the Receiving Party must reproduce all notices which appear on the original. The Receiving Party shall inform its Representatives of the confidentiality of Confidential Information and shall be responsible for any breach of this Section 11 by any of its Representatives.
 - (ii) If the Receiving Party or any of its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, court order, civil investigative demand or similar process) to disclose any Confidential Information in connection with litigation or any regulatory proceeding or investigation, or pursuant to Applicable Laws, the Receiving Party shall promptly notify the Disclosing Party. Unless the Disclosing Party obtains a court order otherwise, the Receiving Party and its Representatives may disclose such portion of the Confidential Information as is required by Applicable Laws only to such Person or Persons to which the Receiving Party is legally compelled to disclose, and in connection with such compelled disclosure, the Receiving Party or its Representatives shall provide notice to each such recipient that such Confidential Information is subject to non-disclosure on terms in accordance with the terms of this Agreement.
 - (iii) Where the Participant is the Receiving Party, the Participant may disclose Confidential Information to any lender or prospective lender or investor and its advisors, to the extent necessary, for securing financing for the Facility, provided that any such lender or prospective lender or investor has been informed of the Participant's confidentiality obligations hereunder and such lender or prospective lender or investor has completed and executed a confidentiality undertaking (the "**Confidentiality Undertaking**") in a form acceptable to the IESO covenanting in favour of the IESO to hold such Confidential Information confidential on terms substantially similar to this Section 11.

(iv) Notwithstanding the foregoing, the Participant consents to the disclosure:

- (A) of its name and contact particulars on the IESO's website;
- (B) on a confidential basis, of any information received by the IESO in respect of this Agreement for such internal purposes as the IESO may reasonably determine from time to time to the IESO's Representatives;
- (C) of aggregated data relating to the Program; and
- (D) such information necessary to advise other potential participants in the Program about the features and equipment described in the Participant's Application unless the Participant, acting reasonably, has advised the IESO in writing that such information is Confidential Information.

- (b) Upon written request by the Disclosing Party, Confidential Information provided by the Disclosing Party in printed paper format or electronic format will be returned to the Disclosing Party and Confidential Information transmitted by the Disclosing Party in electronic format will be deleted from the emails and directories of the Receiving Party's and its Representatives' computers; provided, however, any Confidential Information (i) found in drafts, notes, studies and other documents prepared by or for the Receiving Party or its Representatives or (ii) found in electronic format as part of the Receiving Party's off-site or on-site data storage/archival process system, will be held by the Receiving Party and kept subject to the terms of this Agreement or destroyed at the Receiving Party's option. Notwithstanding the foregoing, a Receiving Party shall be entitled to make, at its own expense, and retain one copy of, any Confidential Information materials it receives for the limited purpose of discharging any obligation it may have under Applicable Law and shall keep such retained copy subject to the terms of this Section 11.
- (c) The Receiving Party acknowledges that breach of any provisions of this Section 11 may cause irreparable harm to the Disclosing Party or to any third party to whom the Disclosing Party owes a duty of confidence and that the injury to the Disclosing Party or to any third party may be difficult to calculate and inadequately compensable in damages. The Receiving Party agrees that the Disclosing Party is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third party) or any other remedy against any actual or potential breach of the provisions of this Section 11.
- (d) The Participant and the IESO acknowledge and agree that the IESO and its Representatives are subject to FIPPA and that FIPPA applies to and governs all recorded information in any form or medium that is provided by the IESO or its Representatives to the Participant or provided by the Participant to the IESO or its Representatives for the purposes of this Agreement, or created by the Participant in the performance of this Agreement, and that is in the custody or control of the IESO ("**FIPPA Records**"), and may require the disclosure of such FIPPA Records to third parties. To the extent that the IESO must comply with disclosure obligations under FIPPA, the Participant agrees:
 - (i) to keep FIPPA Records in its possession secure;
 - (ii) to provide FIPPA Records to the IESO within seven calendar days of being directed to do so by the IESO for any reason under FIPPA, including an access request or privacy issue; and
 - (iii) to implement other specific security measures that in the reasonable opinion of the IESO would improve the adequacy and effectiveness of the Participant's measures to ensure, for the purposes of FIPPA, the security and integrity of FIPPA Records held in the Participant's possession.

12. **Dispute Resolution.**

- (a) If any dispute arises under or in connection with this Agreement that the Parties cannot resolve, each of the Parties shall promptly advise its senior management, in writing, of such dispute. Within ten (10) Business Days following delivery of such notice, the Company Representatives from each Party shall meet, either in person or by telephone, to attempt to resolve the dispute. Each Company Representative shall be prepared to propose a solution to the dispute. If, following such efforts, the dispute is not resolved the dispute shall be settled by arbitration pursuant to this Section 12(b).
- (b) Subject to and in accordance with the provisions of this Section 12, any and all differences, disputes, claims or controversies arising out of or in any way connected with this Agreement, whether arising before or after the expiration or termination of this Agreement, (including any dispute as to whether an issue is arbitrable) shall be resolved by arbitration before a single arbitrator (the "**Arbitrator**") pursuant to the *Arbitration Act, 1991* (Ontario), as amended, and otherwise in accordance with the laws of the Province of Ontario.
- (c) A Party desiring arbitration hereunder shall give written notice of arbitration to the other Party containing a concise description of the matter submitted for arbitration ("**Notice of Arbitration**"). If the Parties fail to jointly appoint an Arbitrator within twenty (20) days thereafter, an Arbitrator shall be designated by a judge of the Ontario Superior Court of Justice upon application by either Party. The Arbitrator may determine all questions of law, fact and jurisdiction with respect to the dispute or the arbitration (including questions as to whether a dispute is arbitrable) and all matters of procedure relating to the arbitration. The Arbitrator may grant legal and equitable relief (including injunctive relief), award costs (including legal fees and the costs of the arbitration), and award interest.
- (d) The arbitration shall be conducted in English in the City of Toronto at such place therein and time as the Arbitrator may fix and, failing agreement thereto by the Parties, in accordance with such procedures as the Arbitrator shall determine, in accordance with the principles of natural justice. The arbitration and all matters arising directly or indirectly therefrom shall be kept strictly confidential by the Parties and shall not be disclosed to any third party except as may be compelled by law.
- (e) The Arbitrator's written decision shall be delivered to each of the Parties within 60 days following the conclusion of the arbitration hearing. The costs of any arbitration hereunder shall be borne by the Parties in the manner specified by the Arbitrator in his or her decision. The decision of the Arbitrator shall be final and binding upon the Parties in respect of all matters relating to the arbitration, the conduct of the Parties during the proceedings and the final determination of the issues

in the arbitration. There shall be no appeal from the decision of the Arbitrator to any court, except on the grounds that the conduct of the Arbitrator, or the decision itself, violated the provisions of the *Arbitration Act, 1991* (Ontario), as amended, or solely on a question of law as provided for in the *Arbitration Act, 1991* (Ontario), as amended. Judgment upon any award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

(f) Submission to arbitration under this Section 12 is intended by the Parties to preclude any action in matters which may be arbitrated hereunder, save and except for enforcement of any arbitral award hereunder.

13. **Release and Waiver.** If the Participant has already provided the release and waiver attached hereto as Schedule "C" to the parties therein referred to the Participant hereby agrees that such release and waiver continues in full force and effect for the benefit of such parties. If the Participant has not previously provided the release and waiver attached hereto as Schedule "C" to the parties therein referred to the Participant shall execute and deliver such release and waiver concurrently with the execution and delivery of this Agreement.

14. **Schedules.** The following schedules are hereby incorporated in and form part of this Agreement:

Schedule "A" – Definitions

Schedule "B" – Detailed Engineering Study Description

Schedule "C" – Release and Waiver

15. **Entire Agreement.** Except as otherwise provided, this Agreement, together with the Release and Waiver, constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement.

16. **Amendments.** This Agreement may not be varied, amended or supplemented except by an agreement in writing signed by both of the Parties.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

18. **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. This Agreement shall not be assigned to another Person other than an Affiliate except with the prior written consent of the IESO, which consent may not be unreasonably withheld or delayed.

19. **Counterparts.** This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on all the Parties hereto notwithstanding that all Parties are not signatories to the same counterpart, provided that each Party has signed at least one counterpart.

20. **Facsimile/Electronic Signatures.** This Agreement may be executed and delivered by facsimile transmission or by any other method of electronic transmission and the Parties hereto may rely upon all such signatures as though such signatures were original signatures.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

**INDEPENDENT ELECTRICITY SYSTEM
OPERATOR**

[NAME OF PARTICIPANT]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I have authority to bind the Corporation.

I have authority to bind the Corporation.

Schedule "A"

Defined Terms

"**Affiliate**" means any Person that: (i) Controls the Participant; (ii) is Controlled by the Participant; or (iii) is Controlled by the same Person that Controls a Participant.

"**Agreement**" means this Detailed Engineering Study Funding Contract together with all schedules thereto, all as amended, restated or replaced from time to time.

"**Annualized Electricity Savings**" means Electricity Savings divided by the number of years in the relevant Electricity Savings Period.

"**Applicable Laws**" means any applicable law including any statute, legislation, treaty, regulation and any applicable guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award or decree of a Governmental Authority.

"**Application**" includes the Detailed Engineering Study Funding Application, the Proposal and any IRs, as set out under the heading "Scope of Study" in Schedule "B".

"**Approved Amount**" has the meaning ascribed to it in Section 5(a).

"**Arbitrator**" shall have the meaning ascribed thereto in Section 12(b) hereof.

"**Base Case Baseline**" means the projected economic, operational and technical configuration of the System without implementation of the Project, for the Electricity Savings Period, taking into account appropriate adjustments during such period.

"**Business Day**" means any day other than a Saturday, a Sunday or any statutory holiday in the Province of Ontario.

"**CMVP**" means a certified measurement and verification professional who is currently certified as such by the Association of Energy Engineers.

"**Commercially Reasonable Efforts**" means efforts which are designed to enable a Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the consummation of, a transaction, activity or undertaking contemplated by this Agreement and which do not require the performing Party to expend any funds or assume liabilities other than expenditures and liabilities which are reasonable in nature and amount in the context of the transaction contemplated by this Agreement.

"**Company Representative**" means, in respect of the Participant, the individual identified in Schedule "B" under the heading "Company Representative".

"**Confidential Information**" means all information that has been identified as confidential and which is furnished or disclosed by the Disclosing Party and its Representatives to the Receiving Party and its Representatives in connection with this Agreement including all new information derived at any time from any such confidential information, but excluding (i) publicly-available information unless made public by the Receiving Party or its Representatives in a manner not permitted by this Agreement; (ii) information already known to the Receiving Party prior to being furnished by the Disclosing Party; (iii) information disclosed to the Receiving Party from a source other than the Disclosing Party or its Representative if such source is not subject to any agreement with the Disclosing Party prohibiting such disclosure to the Receiving Party; and (iv) information that is independently developed by the Receiving Party.

"**Confidentiality Undertaking**" has the meaning ascribed to it in Section 11(a)(iii) hereof.

"**Control**" means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty percent (50%) or more of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person, whether direct or indirect through the ownership of securities or ownership interest or by contract, trust or otherwise, and "**Controlled**" has a corresponding meaning.

"**Detailed Engineering Study**" means a detailed engineering study of the System load within a Facility and specific activities, Measures and Generation, as applicable, that can be implemented in order to reduce the electricity consumption in the Facility, meeting the minimum requirements as outlined in Exhibit C – Detailed Engineering Study Minimum Requirements to the Program Rules.

"**Detailed Engineering Study Funding Application**" means an application by the Participant to the IESO for a Detailed Engineering Study Incentive prepared in accordance with instructions posted on the Website, the form and substance of which may be modified, supplemented or replaced by the IESO from time to time.

"**Detailed Engineering Study Incentive**" means funding paid by the IESO to the Participant pursuant to this Agreement.

"**Disclosing Party**" means, with respect to Confidential Information, the Party providing or disclosing such Confidential Information and may be the IESO or the Participant, as applicable.

"**Draft Report**" has the meaning ascribed to it in Section 5(b)(i) hereof.

"**Electricity Savings**" means the aggregate electricity consumption reduction from the IESO Controlled Grid, expressed in MWh, obtained during the Electricity Savings Period due to the use of the Measure or Measures included in the Project, measured in accordance with the M&V Plan, initially as projected by the Technical Reviewer and contained in the Project Review Summary Report and ultimately as verified by the CMVP and contained in the Project Incentive Contract.

"**Electricity Savings Period**" means the period commencing on the In-Service Date and ending on the 10th anniversary thereof or in the case of a Small Capital Project, on the 5th anniversary thereof.

"**Eligible Costs**" shall have the meaning ascribed to it in Section 1.7 of the Program Rules.

"**Environmental Attributes**" means environmental attributes associated with a Facility having decreased environmental impacts resulting from the implementation of a Project, and includes:

- (a) rights to any fungible or non-fungible attributes, whether arising from the Facility itself, from the interaction of the Facility with the IESO-Controlled Grid or because of applicable legislation or voluntary programs established by governmental authorities, governmental agencies or applicable regulatory bodies;

(b) any and all rights relating to the nature of the energy source as may be defined and awarded through applicable legislation or voluntary programs and specific Environmental Attributes include ownership rights to any applicable credits, entitlements or other instruments resulting from interaction of the Facility with the IESO-Controlled Grid or as specified by applicable legislation or voluntary programs, and the right to quantify and register these with competent authorities; and

(c) all revenues, entitlements, benefits, and other proceeds arising from or related to the foregoing.

"**Facility**" means the building(s) and premises owned or occupied by the Participant and in which the System is located.

"**Final Report**" shall have the meaning ascribed thereto in Section 5(b)(ii) hereof.

"**FIPPA**" means the *Freedom of Information and Protection of Privacy Act* (Ontario), as the same may be amended or replaced from time to time.

"**FIPPA Records**" has the meaning ascribed to it in Section 11(d) hereof.

"**Generation**" means a process used to produce energy in the form of electricity that is primarily for the Participant's own use and the impact of which is measured in accordance with the M&V Plan and

(a) that has all permits and approvals required by Applicable Laws including, without limitation, all permits and approvals that may be required for the operation of the generator from the Ontario Ministry of the Environment pursuant to the *Environmental Assessment Act* (Ontario), as amended, and the *Environmental Protection Act* (Ontario), as amended;

(b) that meets all of the relevant requirements for a generator under the IESO Market Rules including, without limitation, the requirements described in any amendments to the IESO Market Rules from time to time; and

(c) whose embedded generator(s) have an aggregate Nameplate Capacity that does not exceed the annual peak demand of the System electricity load in the Facility, as confirmed in the M&V Plan.

"**Governmental Authority**" means any legislative, executive, judicial or administrative body or Person having jurisdiction in the relevant circumstances.

"**IESO**" means the Independent Electricity System Operator in the Province of Ontario.

"**IESO-Controlled Grid**" has the meaning ascribed to it by the IESO Market Rules.

"**IESO Market Rules**" means the rules made under section 32 of the *Electricity Act, 1998*, together with all market manuals, policies and guidelines issued by the IESO, all as amended or replaced from time to time.

"**In-Service Date**" means the first day that the Project or Portfolio is fully installed in accordance with the Project Incentive Contract and delivers Electricity Savings, as certified by the Technical Reviewer to the IESO.

"**Information Requests**" or "**IRs**" means any information request, response to such information request and any other correspondence between the IESO, or the Technical Reviewer, and the Participant, or its representatives, relating to the Application, as set out under the heading "Scope of Study" in Schedule "B".

"**Invoice**" means a request for payment to the IESO from the Participant substantially in the form made available on the Website.

"**M&V Plan**" means a measurement and verification plan developed by a CMVP employed or retained by the Technical Reviewer which outlines the criteria by which Electricity Savings shall be measured, the information and data to be collected, the methodologies to be used and the activities to be undertaken by the Participant, to be provided to the Technical Reviewer for the purpose of developing the M&V Report.

"**M&V Report**" means a measurement and verification document containing the analysis by a CVMP of the measured Electricity Savings delivered by the Measure or Measures included in a Project during the reporting period specified by the M&V Plan which shall not be less than quarterly reporting during the first year following the In-Service Date and thereafter not less than annually.

"**Measure**" means the installation, retrofit, replacement or modification of a System that draws power from the IESO-Controlled Grid for the primary purpose of obtaining Electricity Savings when applied by the Participant to the System's load, as described in the Application.

"**MW**" means a megawatt.

"**MWh**" means a megawatt hour.

"**Nameplate Capacity**" means the rated, continuous load-carrying capability net of parasitic or station service loads, expressed in MW, of a generating facility to generate and deliver electricity at a given time.

"**Net Project Incentive**" means the Project Incentive for a Project less the amount of any Preliminary Engineering Study Incentive and or Detailed Engineering Study Incentive paid or to be paid to the Participant in respect of such Project.

"**Notice of Arbitration**" has the meaning ascribed to it Section 12(c) hereof.

"**Participant**" means the Person entering into this Agreement with the IESO.

"**Party**" means either of the Participant and the IESO, and the Participant and the IESO are collectively referred to as the "**Parties**".

"**Person**" means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, governmental authority or other entity of any kind.

"**Portfolio**" means two or more Projects which are grouped together for the purpose of obtaining Project Incentives for the Projects as so grouped, pursuant to Section 1.6(e) of the Program Rules.

"**Program**" means the IESO's Industrial Accelerator^{OM} Process and Systems Initiative Program.

"**Program Rules**" means the Industrial Accelerator^{OM} Process and Systems Initiative Program Rules Version 3.0, as amended from time to time and posted on the Website.

"**Project**" means one or more Measures, which, when installed on a single System, are expected to deliver Electricity Savings and "Project", where appropriate in accordance with the terms hereof, includes a Small Capital Project.

"**Project Incentive**" means the incentive to be paid by the IESO to the Participant pursuant to Section 1.6 of the Program Rules and a Project Incentive Contract.

"**Project Incentive Contract**" means the agreement between the IESO and the Participant in respect of any approved Project or Portfolio or Small Capital Project, as detailed in Section 5.2 of the Program Rules. The Project Incentive Contract for Small Capital Projects is in a separate form.

"**Project Review**" shall have the meaning ascribed thereto in Section 4.2 of the Program Rules.

"**Project Review Summary Report**" means a summary document containing certain information obtained from the Project Review as set out in Section **Error! Reference source not found.** of the Program Rules.

"**Proposal**" means the scope of work to be performed by the Participant's consultant in order to produce the Draft Report and Final Report, as set out under the heading "Scope of Study" in Schedule "B".

"**Receiving Party**" means, with respect to Confidential Information, the Party receiving Confidential Information and may be the IESO or the Participant, as applicable.

"**Representative**" means, in respect of one of the Parties, any one of that Party's directors, officers, employees, counsel, consultants or other advisors.

"**Small Capital Project**" means a stand-alone Project, which, when installed, is expected to deliver Electricity Savings, as confirmed by the Technical Reviewer in the Project Review Summary Report, of at least 100 MWh of Annualized Electricity Savings and be eligible for a Project Incentive up to and including \$1,000,000.00.

"**System**" means the equipment or process in the Facility to which the Project is proposed to be installed in order to obtain Electricity Savings.

"**Technical Reviewer**" means a Person retained by the IESO having on its staff individuals who have the professional experience and qualifications approved by the IESO.

"**Website**" means the IESO's website at www.industrialaccelerator.ca.

Schedule "B"

Detailed Engineering Study Description

Scope of Study: Refer to the Application comprised of the following documents:

1. Detailed Engineering Study Funding Application dated •;
2. [Proposal] prepared by • dated •
3. Information Requests:

Facility Name:

Facility Address:

Expected Date of proposed methodology for determining the preliminary Base Case Baseline:

Expected Date of Draft Report:

Name of the consultant's company:

Company Representative:

Approved Amount:

IESO File #:

Schedule "C"

Release and Waiver

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby, for itself and its successors and assigns, releases and forever discharges each of the Independent Electricity System Operator ("**IESO**") and Willis Energy Services (ONT) Ltd., a subsidiary of CLEAResult Consulting, Inc. ("**CLEAResult**"), and all of their respective past, present and future officers, directors, employees, owners, shareholders, agents, successors and assigns (hereinafter collectively referred to as the "**Releasees**") from any and all actions, causes of action, suits, complaints, disputes, debts, liabilities, obligations, damages, legal fees, costs, disbursements, expenses, claims and demands of every kind, at law or in equity, or under any statute, including without limitation, claims for property damage, business interruption and personal injury of the undersigned's employees, officer, directors or licencees, which it can, shall or may have by reason of any matter, cause or thing arising as a result of, in relation to or in connection with the attendance by one or more of the employees, officers, directors, representatives or agents ("**Persons**") on one or more occasions of either or both of the IESO and CLEAResult at any and all facilities owned or occupied by the undersigned in connection with, arising out of or relating to the IESO's Process & Systems Initiative, the High Performance New Construction Initiative and the Retrofit Initiative other than in the case of the gross negligence or willful misconduct of such Persons during such attendances. The foregoing release shall continue in full force and effect for the benefit of the IESO and CLEAResult and to the extent of any conflict between this release and the terms of any other document entered into by the undersigned and the IESO pursuant to or in connection with the any of the above mentioned initiatives, the terms of this release shall prevail.

[NAME OF PARTICIPANT]

Name:
Title:
Date:

I have authority to bind the Corporation