

EDUCATION AND CAPACITY BUILDING (ECB)

PROGRAM RULES

Version 5.0

July 10, 2017

ECB Program resources available at:
www.ieso.ca/ecb

© Independent Electricity System Operator, 2017

TABLE OF CONTENTS

Page

SECTION 1 - INTRODUCTION 1

1.1 OVERVIEW 1

SECTION 2 – ECB PROGRAM STRUCTURE..... 1

2.1 INITIATIVE TYPES AND FUNDING LEVELS 1

2.2 ELIGIBILITY 3

2.3 JOINT PROPONENTS 4

2.4 TARGET AUDIENCES 5

SECTION 3 – PARTICIPATION IN THE ECB..... 5

3.1 MAXIMUM FUNDING AVAILABLE PER INITIATIVE 5

3.2 MANDATORY ELIGIBILITY REQUIREMENTS..... 5

3.3 MANDATORY PROPOSAL REQUIREMENTS..... 6

SECTION 4 – EXPENSES..... 7

4.1 EXPENSES 7

4.2 ELIGIBLE INTERNAL EXPENSES 7

4.3 ELIGIBLE EXTERNAL EXPENSES..... 7

4.4 COMPETITIVE PROCUREMENT PROCESS..... 8

4.5 COMPLIANCE WITH THE ONTARIO TRAVEL, MEAL AND HOSPITALITY
DIRECTIVE..... 9

4.6 INELIGIBLE EXPENSES..... 9

4.7 DUPLICATIVE FUNDING 11

SECTION 5 – PROPOSAL SUBMISSION AND EVALUATION..... 12

5.1 CALL FOR PROPOSALS SCHEDULE 12

5.2 PROPOSAL REVIEW 13

5.3 AMENDMENTS 18

SECTION 6 – FUNDING AGREEMENT PROCESS AND DELIVERABLES 18

6.1 FUNDING AGREEMENT OFFER AND ACCEPTANCE 18

6.2 FUNDING AGREEMENT 19

6.3 CONFLICT BETWEEN THE RULES AND FUNDING AGREEMENT..... 19

6.4 ECB PROGRAM ACKNOWLEDGEMENT 19

6.5 DELIVERABLES 19

TABLE OF CONTENTS

	Page
6.6 RESPONSIBILITY OF THE PROPONENT TO NOTIFY	20
<u>SECTION 7 – GENERAL PROVISIONS</u>	21
7.1 PROGRAM REVIEW AND AMENDMENTS	21
7.2 IESO RIGHTS	21
<u>SECTION 8 - OTHER PROVISIONS</u>	23
8.1 PROPONENT QUESTIONS.....	23
8.2 NOTICE.....	23
8.3 PROHIBITED COMMUNICATION.....	23
8.4 RECORDS RETENTION AND AUDIT RIGHTS	24
8.5 DISCLAIMER.....	25
8.6 PROPONENTS TO BEAR COSTS.....	25
8.7 ADDENDA.....	25
8.8 CONFIDENTIALITY AND DISCLOSURE.....	26
8.9 NO CONTRACT.....	26
8.10 GOVERNING LAW OF RULES	27
8.11 MISCELLANEOUS	27
<u>APPENDIX.....</u>	29
DEFINITIONS.....	29

SECTION 1 - INTRODUCTION

1.1 Overview

The objective of the Education and Capacity Building Program (the “**ECB Program**”) is to provide funding support for the development of diverse initiatives (each, an “**Initiative**”) that provide education, build capacity and develop the skills of First Nation and Métis Communities, Municipalities, Public Sector Entities and Co-ops and to enhance their knowledge, awareness and participation in energy projects.

A direction (the “**Direction**”) from the Minister of Energy, dated November 21, 2014, outlined the continuation of funding for education and capacity building initiatives to the above-noted target audiences for initiatives related to Ontario energy projects. To implement the Direction, the IESO (formerly the OPA) has established the call for proposals outlined in these Rules (the “**Call for Proposals**”). Proposals will be considered in accordance with these Rules. Section 5.1 sets out the start and end date of the period during which the IESO will accept Proposals (the “**Call Period**”).

The IESO’s support programs (the “**Support Programs**”), comprised of the ECB Program, the Aboriginal Community Energy Plan Program (the “**ACEP**”), the Aboriginal Renewable Energy Network (the “**AREN**”) and the Energy Partnerships Program (“**EPP**”), will have a total budget per calendar year (the “**Support Programs Budget**”) as set out in the schedule published on the Website. The schedule shows the allocation of the Support Programs Budget between each of the Support Programs. The IESO may revise or replace this schedule, in its sole and absolute discretion, from time to time. Proposals will be subject to the Support Programs Budget in effect as of the date the Proposal is submitted to the IESO.

This document contains the rules (the “**Rules**”) with respect to applying for and receiving funding under the ECB Program. These Rules will be reviewed, and may be amended, by the IESO from time to time. Capitalized terms have the definitions set out in the Appendix - Definitions. In these Rules, words importing the singular number will include the plural and vice versa, and words importing gender will include all genders.

SECTION 2 – ECB PROGRAM STRUCTURE

2.1 Initiative Types and Funding Levels

- (a) The target funding allocation available for this Call for Proposals is \$1,000,000.00. The amount of funding available to be granted in respect of each Initiative (a “**Grant**”) depends on the proposed Initiative and its associated Budget and Work Plan. The IESO may fund any number of Initiatives up to the amount per Initiative set out in Section 3.1 of the Rules under each category type set out below (the “**Category Type**”).
 - (b) The following Category Types are eligible for funding under the ECB Program:
 - (i) **Category 1: Implementation of a Community Energy Plan**
-

In this category, the IESO is looking to support communities that have created a Community Energy Plan through ACEP, which Community Energy Plan the IESO has confirmed is complete and approved, to implement the opportunities identified therein for energy efficiency, energy conservation, renewable energy or clean energy.

Funding may be used for internships or to fund a portion of salary for an Internal Resource to undertake Initiatives related to the implementation of a completed and approved Community Energy Plan, including project management.

The Proposal must demonstrate how the Initiative will move forward on the opportunities identified in the Community Energy Plan, how the Initiative will build capacity within the Target Audience and develop the tangible skills of one or more Internal Resource or community members of the applicable Target Audience, and how the Target Audience will be engaged in the implementation of the Community Energy Plan.

(ii) **Category 2: Skills and Capacity Development**

In this category, the IESO is looking to support Initiatives focused on building capacity among, and developing the skills of, one or more of a Target Audience's employees or community members in the area of energy project development.

Initiatives may include training related to energy management, technical skills, operation and maintenance, financial modeling and project management with respect to energy projects. Funding may also be used to facilitate student internships or to fund a portion of an employee's salary, which employee has been hired to undertake, or has otherwise been tasked, in whole or in part, with undertaking, Initiatives related to energy development.

(iii) **Category 3: Open Category**

In this category, the IESO is looking to support Initiatives involving a unique or innovative idea, approach or delivery method that provides education, builds capacity and develops the skills of Target Audiences to enhance their knowledge, awareness and participation in energy projects.

The Proposal must clearly demonstrate how the Initiative, approach or delivery method is unique or innovative, and how the innovative or unique approach will contribute to the success of the Initiative.

- (c) Successful Proponents will be required to enter into a Funding Agreement in order to receive funding. The Successful Proponent must complete the Initiative by the Final Deliverable Date. Failure to complete the Initiative by the Final Deliverable Date will be an event of default under the Funding Agreement.

- (d) Regardless of Category Type, proposed Initiatives must **not** be duplicative of resources that are already available to the public. The Proposal must clearly describe the need or gap the Initiative is fulfilling.
- (e) Grants provided under the ECB Program will be provided for up to 100% of the total Eligible Expenses that are incurred directly by the Successful Proponent in order to complete the Initiative and are, in the sole and absolute discretion of the IESO, reasonably necessary to complete the Initiative, up to the amount set out in Section 3.1.
- (f) The IESO will not provide funding to develop or distribute materials that are considered or could be considered legal or financial advice.
- (g) Any materials or resources developed under the ECB Program must be made easily accessible, publicly available and free of charge to the relevant Target Audience(s) identified in the Proposal.

2.2 Eligibility

- (a) The following types of Proponents (each a “**Proponent Type**”) are eligible for funding under the ECB Program:
 - (i) First Nation and Métis Communities;
 - (ii) Co-ops;
 - (iii) Municipalities;
 - (iv) Public Sector Entities;
 - (v) Registered Charities; and
 - (vi) Not-for-Profit Organizations.
- (b) Subject to this Section 2.2(b), the following types of entities may be eligible to apply to the ECB Program:
 - (i) a Legal Entity wholly-owned and Controlled only by a Person or Persons that constitute the same Proponent Type;
 - (ii) a Legal Entity that is jointly owned and Controlled only by Persons:
 - a. that are at Arm’s Length from each other;
 - b. that are different Proponent Types; and
 - c. each of which is a Proponent Type; and

- (iii) an organization that represents, in the sole and absolute discretion of the IESO, the interests of more than one First Nation and Métis Community (a “**First Nation and Métis Organization**”).

The eligibility of any such Proponent shall be in the sole and absolute discretion of the IESO. Any such Proponents will be required to meet the Mandatory Eligibility Requirements and Mandatory Proposal Requirements applicable to each of them. For clarity, the IESO is permitted, in its sole and absolute discretion, to accept a Proposal by a Legal Entity that is jointly owned and Controlled by Persons that are not at Arm’s Length or otherwise does not meet the above criteria.

2.3 Joint Proponents

- (a) Two or more eligible Proponents that are at Arm’s Length and each meet the Mandatory Eligibility Requirements (“**Joint Proponents**”, and each individually a “**Joint Proponent**”) may take a collaborative approach and submit a Proposal together (a “**Joint Proposal**”). Joint Proposals are encouraged where collaboration between two or more Proponents will strengthen the Initiative and enhance access or delivery to the Target Audience(s).
- (b) In addition to complying with all other requirements set out in these Rules, a Joint Proposal submitted by Joint Proponents must:
 - (i) be signed by an authorized Representative of each Joint Proponent;
 - (ii) designate one of the Joint Proponents as a main contact (a “**Lead Proponent**”) who will, subject to Section 2.3(d), represent all Joint Proponents for the purposes of notices, clarifications, instructions and other communications and the provision of any funding pursuant to a Funding Agreement, if entered into; and
 - (iii) outline in the Work Plan and Budget the tasks to be completed by each Joint Proponent.
- (c) For clarity, each Initiative proposed by Joint Proponents will be treated as a single Initiative, and will be subject to the amount set out in Section 3.1, and Proponents will not be eligible to receive additional funding by virtue of being Joint Proponents.
- (d) The IESO is permitted, but shall not be obligated, to communicate with or provide any notices to any or all Joint Proponents that are not the Lead Proponent, and such Joint Proponent will be responsible for communicating such notice to the Lead Proponent. It is the Lead Proponent’s responsibility to ensure that all correspondence from the IESO is communicated to the Joint Proponents and all Project Team members involved with the Proposal and/or Initiative. Any knowledge of, or notice or communication to, the Lead Proponent or any Joint Proponent shall be deemed to be knowledge of and notice or communication to all Joint Proponents under a Joint Proposal.
- (e) Joint Proponents shall be jointly and severally liable in respect of the Proposal in the case of a successful Proposal, and each Joint Proponent shall enter into the Funding Agreement on

a joint and several basis (but, for clarity, each Joint Proponent may enter into separate contractual arrangements with suppliers and subcontractors).

- (f) If the Proposal was submitted by Joint Proponents, the IESO will make any Disbursements to the Lead Proponent only. The Lead Proponent is responsible for making payments to the Joint Proponents, if applicable. The IESO shall have no liability for the Lead Proponent's failure to distribute the Grant accordingly.

2.4 Target Audiences

An Initiative proposed by one or more of the eligible Proponents must be designed to target one or more of the following groups that are located in Ontario (each, a "**Target Audience**"):

- (a) First Nation and Métis Communities;
- (b) Co-ops;
- (c) Municipalities; or
- (d) Public Sector Entities.

SECTION 3 – PARTICIPATION IN THE ECB

3.1 Maximum Funding Available Per Initiative

Proponents may be eligible for up to \$100,000.00 per Initiative (regardless of the number of Initiatives) toward Eligible Expenses.

3.2 Mandatory Eligibility Requirements

Proponents must meet the mandatory requirements set out below (the "**Mandatory Eligibility Requirements**") to be eligible for funding:

- (a) be a Proponent that is one of the Proponent Types, or if approved by the IESO in its sole and absolute discretion, either a Legal Entity that meets the criteria set out in Section 2.2(b) or a First Nation and Métis Organization;
- (b) be submitting a Proposal in respect of an eligible Category Type as provided for in Section 2.1;
- (c) be submitting a Proposal in respect of an eligible Target Audience as provided for in Section 2.4;
- (d) be submitting a Proposal in accordance with Section 5.1 that is received by the IESO prior to the Proposal Submission Deadline; and

- (e) not be in Default of any existing agreements with the IESO, including funding agreements under any of the Support Programs, and not have been in Default of any other agreements with the IESO, its predecessor entities, or any of their third party fund managers.

3.3 Mandatory Proposal Requirements

- (a) Proponents must submit a Proposal that meets the mandatory requirements set out below (the “**Mandatory Proposal Requirements**”) to be eligible for funding. The Proposal must include:

- (i) a completed Proposal Form, which includes:
 - a. a Work Plan and Budget;
 - b. a Project Team Description;
 - c. consent by the Proponent and any Joint Proponents for the IESO to (a) communicate with any Joint Proponents and any other relevant third parties, and (b) use all information in the possession of the IESO, including Confidential Information, for the purposes of evaluating and accepting or rejecting the Proposal;
 - d. a representation and warranty that, as of the date of the Proposal, the Proponent is not aware of any delay, circumstance, event or cause that would adversely affect the viability of the Initiative in any material way;
 - e. a description of the Competitive Procurement Process undertaken or confirmation of the applicable exemption under the Rules;

and all other information, descriptions, confirmations, attachments and supporting documentation as required by the Proposal Form;

- (ii) if the Proposal falls within Category 1, a copy of the completed Community Energy Plan, which Community Energy Plan has been approved by the IESO for the purposes of ACEP;
- (iii) if the Proponent is subject to a Competitive Procurement Process under the Rules:
 - a. copies of all relevant requests for proposals and procurement documents; and
 - b. copies of quotes and rates from the potential service providers showing the agreed upon rates for services between all External Resources and the Proponent; and

- (iv) if the Proponent is exempt from a Competitive Procurement Process as provided for in Section 4.4(b) of the Rules, evidence of such exemption demonstrated through either:
 - a. documentation evidencing that the aggregate value of the goods or services is less than \$15,000.00 (exclusive of HST); or
 - b. documentation evidencing that the External Resources provided the same type of goods or services to the Proponent on an ongoing basis prior to January 1, 2016,

provided that such documentation must be satisfactory to the IESO.

- (b) Subject to Section 5.2(c)(v), a Proponent may submit multiple Proposals during the Call Period. The Proponent, as well as its Project Team, must ensure that it has available capacity and resources to undertake all of the proposed Initiatives should all Proposals be selected under the ECB Program, and the Proposal submitted must demonstrate such availability to the satisfaction of the IESO, in its sole and absolute discretion.

SECTION 4 – EXPENSES

4.1 Expenses

Funding under the ECB Program will be provided for Eligible Expenses that the Proponent demonstrates to the IESO are directly related to, and reasonably necessary to complete, the Initiative, up to the applicable Maximum Funding Amount. Eligible Expenses must be evidenced by Timesheets, supporting receipts, itemized Invoices and Proof of Payment as set out in the Funding Agreement, or as otherwise required by the IESO.

4.2 Eligible Internal Expenses

Funding under the ECB Program may be provided for expenses a Proponent incurs for services carried out by Internal Resources that are necessary to carry out the Initiative, excluding any Ineligible Expenses (“**Eligible Internal Expenses**”). Any such funding will not include any amounts related to benefits, deductions and withholdings, including any taxes, union dues, Canada Pension Plan contributions, employment insurance contributions, and employer contributions by the Recipient for Internal Resources.

4.3 Eligible External Expenses

Funding under the ECB Program may be provided for expenses a Proponent incurs for the services of external duly qualified professional and technical consultants and contractors (“**External Resources**”) that are directly involved in and necessary to carry out the Initiative, excluding any Ineligible Expenses (“**Eligible External Expenses**”). Such services must be retained pursuant to a Competitive Procurement Process, or meet the Competitive Procurement Process exemption criteria set out in Section 4.4(b).

Eligible External Expenses may only include expenses based on agreed upon rates for services between External Resources and the Proponent, as evidenced by copies of all relevant requests for proposals (if applicable), quotes and rates, in each case as included in the Proposal Form.

4.4 Competitive Procurement Process

(a) Requirement

Subject to Section 4.4(b), Proponents must undertake a Competitive Procurement Process to retain a provider of goods or services. A “**Competitive Procurement Process**” is a procurement process for goods or services that meets the following requirements:

- (i) the request for proposals or procurement document contains a clear description and specifications of the deliverables and does not contain any features that would unduly reduce or restrict competition;
- (ii) purchases, commitments, projects or deliverables have not been fragmented, subdivided or split for the purpose, in whole or in part, of being valued below fifteen thousand dollars (\$15,000.00, exclusive of HST) to avoid a competitive procurement process;
- (iii) the bidders are at Arm's Length to the Proponent and to each other;
- (iv) there has been no price fixing or other collusion between any of the bidders or between any bidder and the Proponent;
- (v) at least two bidders have participated, unless an exception to this requirement has been granted by the IESO;
- (vi) all bidders have appropriate skills, qualifications and experience in respect of the goods or services to be provided;
- (vii) bids have been submitted in writing and were confidential;
- (viii) the winning bid has been chosen in accordance with transparent criteria reflecting price or quality, or both;
- (ix) adequate written records have been made and kept regarding the process;
- (x) the process has been procedurally fair; and
- (xi) the Proponent has not been subject to any actual or potential Conflict of Interest.

(b) Exemption Criteria

A Proponent is not required to undertake a Competitive Procurement Process to retain any External Resources where:

- (i) the value of the goods or services has an aggregate value less than fifteen thousand dollars (\$15,000.00, exclusive of HST), demonstrated through documentation evidencing the value of the services satisfactory to the IESO; or
- (ii) such External Resources provided the same type of goods or services to the Proponent on an ongoing basis prior to January 1, 2016, demonstrated through documentation evidencing such existing relationship satisfactory to the IESO.

4.5 Compliance with the Ontario Travel, Meal and Hospitality Directive

All meeting, travel and hospitality expenses incurred by the Successful Proponent and/or any third party engaged by the Successful Proponent in fulfilling its obligations under the Funding Agreement shall, at all times, be incurred in accordance with the Ontario Travel, Meal and Hospitality Expenses Directive to which the IESO is subject, as amended or replaced from time to time. The Ontario Travel, Meal and Hospitality Expenses Directive is available at <https://www.ontario.ca/government/travel-meal-and-hospitality-expenses-directive-2010>.

4.6 Ineligible Expenses

- (a) The following expenses (“**Ineligible Expenses**”) are not eligible for funding under the ECB Program:
 - (i) any Costs related to the provision of legal advice or the development or distribution of legal templates, precedent agreements, or materials that are considered or could be considered legal or financial advice;
 - (ii) any Costs related to activities listed in Section 8.3 of the Rules;
 - (iii) any Costs for which funding was received in relation to the Initiative from another source;
 - (iv) any Costs that are not directly related to the Initiative;
 - (v) any Costs that the Proponent or Joint Proponent(s) did not directly incur;
 - (vi) any Costs incurred, or relating to any activity, matter or thing carried out before the Contract Start Date or after the Final Deliverable Date;
 - (vii) any Costs associated with meeting the administrative obligations of the Proposal or Funding Agreement under the ECB Program or any other Support Program, including preparing status and other reports as may be required under the Funding Agreement;
 - (viii) any Costs associated with submitting the Proposal, or applications or proposals under any of the Support Programs, or entering into a funding agreement under any of the Support Programs;

- (ix) any Costs paid to Governmental Authorities, including fees paid for governmental certifications;
- (x) any Costs or activities related to meeting with or the lobbying of any Governmental Authority or the IESO;
- (xi) any Costs in respect of employees or any other internal, pre-existing, long-term or permanent resources or commitments that do not pertain to the Initiative;
- (xii) any Costs associated with use of personal devices (e.g. Costs relating to mobile or landline phones, costs of laptops or internet service provider fees, etc.);
- (xiii) any Costs related to administrative operating expenses such as real estate expenses, insurance, office supplies, printing, mailing, utilities, memberships, dues, subscriptions, accounting activities, or maintenance of equipment;
- (xiv) any Costs to advocate for, promote, or for the development of, a transmission project or a renewable energy project, including a project under the FIT Program or LRP Program;
- (xv) any Costs related to the development of a transmission line, such as expenses related to obtaining approvals, construction of a transmission line, or establishing a partnership arrangement in respect of a transmission line;
- (xvi) any Costs related to the connection of an Electricity generation project to the IESO-Controlled Grid;
- (xvii) any Costs related to the acquisition of electric vehicles, whether through purchase or lease;
- (xviii) any Costs that are not an Eligible External Expense or an Eligible Internal Expense;
- (xix) any Costs incurred that are not evidenced by Deliverables, including the supporting documentation required by the Funding Agreement, or other evidence of payment satisfactory to the IESO, in its sole and absolute discretion;
- (xx) any Costs not approved by the IESO as part of the Proposal and Budget, unless otherwise agreed to in writing by the IESO, in its sole and absolute discretion;
- (xxi) any Costs that, in the IESO's view, in its sole and absolute discretion, materially deviate from the approved Proposal in relation to the Work Plan, Budget, Project Team, timelines or Initiative description;
- (xxii) any Costs in respect of HST;
- (xxiii) any Costs in respect of any benefits, deductions and withholdings, including any taxes, union dues, Canada Pension Plan contributions, employment insurance

contributions and employer contributions paid by the Proponent in respect of the employment of Internal Resources;

- (xxiv) any Costs paid by means of cash, services in-kind, bonds, promissory notes or barter;
 - (xxv) any capital, operating, maintenance, or construction-related Costs of a transmission project or a project under the FIT Program, the LRP Program, or the Remote Projects Development Sub-stream of the EPP;
 - (xxvi) any Costs to advocate for or promote a single company or organization, including Costs related to Co-op membership drives; and
 - (xxvii) any Costs for travel, hospitality or meals that do not comply with the Ontario Travel, Meal and Hospitality Expenses Directive 2010, as further outlined in Section 4.5.
- (b) The Funding Agreement may, in the sole and absolute discretion of the IESO, contain a modified list of Eligible Expenses and Ineligible Expenses based on the Initiative.

4.7 Duplicative Funding

- (a) Where the Proponent has received, receives, or expects to receive additional government funding (whether under the Support Programs, the IESO's former support programs, including the Aboriginal Renewable Energy Fund, the Community Energy Partnerships Program, the Municipal and Public Sector Energy Partnerships Program, and the Aboriginal Transmission Fund Program, or otherwise from any of the federal, provincial or municipal governments, or any of their agencies) in relation to an Initiative where funding is also being requested under the ECB Program, the Proponent is required to disclose such sources of funding to the IESO as part of the Proposal.
- (b) With the recognition that Proponents may require funding from other sources to undertake the Initiative, Initiatives being proposed under this Call for Proposals must not have been previously fully funded by another source. If a Proponent has previously received funding, has applied for funding, or intends to apply for other funding sources for the proposed activity, the Proposal must clearly indicate how the proposed activity differs and is not duplicative of the funding being requested through the ECB Program for the Initiative.
- (c) The Proponent consents to the IESO contacting any other sources of funding for the Proponent's Initiative to verify any information it determines is necessary in respect of the same. Any duplicative funding will be deducted from any funding granted to a Successful Proponent under the Funding Agreement. Failure by the Proponent to disclose such additional funding will be considered a default under the Rules or the Funding Agreement, as applicable.

- (d) The IESO has the sole and absolute discretion not to award funding for any activities that are, or are perceived to be, duplicative of funding received from any other source and to reject any Proposal as a result.

SECTION 5 – PROPOSAL SUBMISSION AND EVALUATION

5.1 Call for Proposals Schedule

- (a) To apply for funding under the ECB Program, Proponents must submit a Proposal to the IESO in accordance with these Rules and the Proposal Form. Where the Proponent is applying to the ECB Program in respect of more than one Initiative, the Proponent must submit a separate Proposal for each Initiative.
- (b) Proposals must be received by the IESO on or before the deadline to submit Proposals as set out below (the “**Proposal Submission Deadline**”). Proposals submitted after the Proposal Submission Deadline will be deemed to be late and will not be reviewed.

Start of Call for Proposals	July 10, 2017
Proposal Submission Deadline	October 2, 2017 at 12:00 PM EST

- (c) Proponents may submit Proposals to the IESO in either soft copy or hard copy.
 - (i) **Soft copy submissions:** Soft copy submissions must be submitted in the form required by the Proposal Form to the IESO at ECB@ieso.ca and the entire Proposal contents must be included in a single e-mail submission. Submissions that do not include the entire Proposal contents will not be accepted.
 - (ii) **Hard copy submissions:** Hard copy submissions must be sent to the following address:

Independent Electricity System Operator
 120 Adelaide Street West, Suite 1600
 Toronto, ON M5H 1T1
Attention: Education and Capacity Building Program

and must also include a copy of the entire Proposal contents in the form required by the Proposal Form on a USB stick or CD-ROM with the hard copy submission.

- (d) The entire contents of a Proposal must be submitted in a fixed form. Additional website content, links to web documents or other external documents referred to in the Proposal will not be considered to form part of such Proposal.
- (e) Proposals must clearly contain all of the Mandatory Proposal Requirements set out in these Rules, and should be well organized and present the information in a manner that is easy to understand.

- (f) Upon receipt of a Proposal by the IESO, provided the Proposal is received prior to the Proposal Submission Deadline, the Proposal will be provided with an ECB Reference Number by ECB Program staff, reflecting the IESO's receipt of the Proposal.

5.2 Proposal Review

(a) Stage One: Completeness & Eligibility Review

- (i) Following the Proposal Submission Deadline, the IESO will assess whether the Proponent meets all the Mandatory Eligibility Requirements and whether the Proposal meets all of the Mandatory Proposal Requirements.
- (ii) The IESO has the right, in its sole and absolute discretion, to determine whether the Proponent meets the Mandatory Eligibility Requirements and the Proposal meets the Mandatory Proposal Requirements. The IESO has the right to accept or reject a Proposal, in its sole and absolute discretion.
- (iii) If the IESO determines that the Proponent has met the Mandatory Eligibility Requirements and the Proposal has met the Mandatory Proposal Requirements in accordance with Sections 3.2 and 3.3(a), the IESO will notify the Proponent that the Proposal will proceed to the second stage of the review process.
- (iv) If the IESO determines that a Proponent does not meet the Mandatory Eligibility Requirements, the IESO will notify the Proponent that its Proposal has been rejected and will provide reasons for such determination. Any Proposal that has been rejected for failure to meet the Mandatory Eligibility Requirements will not be further reviewed by the IESO and the Proponent will not be entitled to reapply to the ECB Program unless and until it meets the Mandatory Eligibility Requirements.
- (v) If the IESO determines that the Proponent meets the Mandatory Eligibility Requirements but the Proposal does not meet the Mandatory Proposal Requirements, the IESO will notify the Proponent that its Proposal is incomplete and has been rejected, and will provide reasons for such determination.
- (vi) It is solely the responsibility of the Proponent to ensure that the Proposal is clear, complete and meets the requirements of the Rules. However, the IESO may request clarification in relation to any Proposal at any time. Any such requested clarification, additional information, documentation or statements shall be submitted in writing to the IESO within five (5) Business Days of the IESO's request, or as otherwise specified by the IESO. After reviewing the Proponent's response to any such clarification, if the IESO determines that the Proponent has met the Mandatory Eligibility Requirements and the Proposal has met the Mandatory Proposal Requirements in accordance with this Section 5.2(a), the IESO will notify the Proponent that the Proposal will proceed to the second stage of the review process.

- (vii) When responding to a request for clarification, any new information, documentation, or statements provided in relation to the Proposal that are not directly responsive to the request for clarification (in the IESO's sole and absolute discretion) will not be considered in the evaluation of the Proposal. Failure by a Proponent to respond to a clarification request within the specified time may result in the rejection of the Proposal, in the sole and absolute discretion of the IESO. For clarity, the IESO is not obligated to request clarification in relation to any Proposal.

- (b) **Stage Two: IESO Review Committee and Evaluation Criteria**
 - (i) The IESO Review Committee shall, before considering or reviewing any Proposals, determine the Minimum Score Threshold.

 - (ii) All Proposals that have proceeded to the second stage of the review process will be reviewed by the IESO Review Committee. The IESO Review Committee will form a record of score and comments for each Proposal. A process advisor will be present at all IESO Review Committee meetings.

 - (iii) **Evaluation Criteria:** The evaluation criteria set out below will be used by the IESO Review Committee to evaluate the Proposals and assign each Proposal a score from 1 to 100. The IESO Review Committee will award more or less points, up to the maximum score for each element as set out below, depending on how effective the Proposal is at responding to and conveying each such element.
 - a. **Initiative Analysis (35 points):**

A Proposal will be awarded up to 35 points for its description of the following elements in the Proposal:

 - 1) the description of the Initiative and its components, and the need(s) being met by the Initiative,

 - 2) where the Initiative falls within Category 1:
 - a) the extent to which the Initiative implements the opportunities identified in the Community Energy Plan for energy efficiency, energy conservation, renewable energy or clean energy as applicable to the relevant Community Energy Plan;

 - b) how the Initiative will build capacity within the Target Audience and develop the tangible skills of one or more Internal Resource or community members of the applicable Target Audience; and

- c) how the Target Audience will be engaged in the implementation of the Community Energy Plan;
- 3) where the Initiative falls within Category 3:
 - a) how the Initiative, approach or delivery method is unique or innovative; and
 - b) how the innovative or unique approach will contribute to the success of the Initiative;
- 4) the scan of the current resources available to the Target Audience(s) that was carried out, and the description of how the Initiative aims to address an identified gap or opportunity;
- 5) the explanation as to how the Initiative is not duplicative of resources that are already available, or, where there is potential or perceived duplication with currently available resources, the extent to which the Proposal addresses why the additional resource is required and how the Initiative can leverage the existing resources, as well as how the Initiative will be unique from, or build upon, existing resources;
- 6) the description of the capacity the Target Audience is expected to gain as a result of the Initiative; and
- 7) the description of the success measures, as well as of the description of the suitability of the success measures, and the Proponent's plan for using the measures that will help to establish a meaningful assessment of the Initiative's effectiveness.

b. **Work Plan and Budget (35 points):**

A Proposal will be awarded up to 35 points for its description of the following elements in the Proposal:

- 1) the completeness and feasibility of the Work Plan, including the extent to which the Proposal clearly examines the feasibility of each activity of the Initiative in respect of scope, complexity, timelines, financial resources, and the Internal Resources and External Resources that are required to carry out the Initiative;

- 2) the description of the extent to which, and ways in which, the Target Audience will be engaged in the completion of the Initiative;
- 3) the completeness and feasibility of the Budget, and the extent to which the budgeted expenses for each activity of the Initiative are reflective of the proposed activities, Work Plan, timelines, Internal Resources and External Resources, including the total Cost of the Initiative and evidence of quotes and rates from External Resources, if applicable, and any associated efficiencies or Cost savings that have been taken into consideration in the Budget;
- 4) the schedule for the completion of each activity, which includes the description of how the work will be managed by the Internal Resources and External Resources; and
- 5) where the Proposal indicates that the Proponent requires funding other than the funding requested from the ECB Program to complete the Initiative, the Proposal must demonstrate what contingencies are in place to secure additional funding or carry out the Initiative if other expected sources of funding become unavailable.

c. **Project Team (25 points):**

A Proposal will be awarded up to 25 points for its description of the following elements in the Proposal:

- 1) the description of the role and experience of each Project Team member required to carry out the Initiative and the extent to which the Proposal describes the capacity of the Proponents or Joint Proponents to undertake the Initiative in the timelines set out in the Work Plan;
- 2) the knowledge and experience of the members of the Project Team with energy projects, the Target Audience(s), the delivery method and the subject matter of the Initiative, and their experience with other similar projects including whether the Project Team has relevant experience to undertake the proposed Initiative and the Proponent's ability, through the Project Team, to engage and build on or develop relationships with the Target Audience(s) to deliver the Initiative;
- 3) where a Proponent is submitting multiple Proposals, each Proposal must demonstrate how the Proponent and the

Project Team have the available capacity to undertake multiple Initiatives should they be selected for funding; and

- 4) where a Proponent has identified that an Internal Resource has not been hired, the job description that will be used to hire the Internal Resource, which must include the qualifications of the Internal Resource and the selection criteria that will be utilized to retain the individual as well as the description of contingencies that will be in place to carry out the Initiative if the Internal Resource is unable to be hired.

d. **Quality and Clarity (5 points):**

A Proposal will be awarded up to 5 points based on how effectively the Proposal responds to each element required to be in the Proposal by these Rules, the connection and cohesiveness of the Proposal and the overall quality of the Proposal.

(c) **Stage Three: Proposal Selection for Funding**

- (i) After the IESO has completed the completeness and eligibility review in accordance with Section 5.2(a) and the IESO Review Committee has awarded a point score in accordance with Section 5.2(b), the IESO Review Committee will conduct a three-step recommendation process, subject to this Section 5.2(c):
 - a. **Step 1:** Proposals will be categorized based on the Category Type of the Initiative proposed.
 - b. **Step 2:** Under each Category Type, the single Proposal with the highest score from each Category Type will be recommended for funding, provided that such Proposal will only be recommended for funding if it has a score that is greater than or equal to the Minimum Score Threshold.
 - c. **Step 3:** If there are any remaining funds available under the target funding allocation for the Call for Proposals or for any other reason, the remaining Proposals not selected under Step 2 will be ranked in order of point score, regardless of category.

The IESO Review Committee may recommend further Proposals to be funded based on any of the next highest point scores, a tied score, or its consideration of the diversity of recommended Proposals in respect of Proponents, Proponent Types, Initiatives or Target Audiences. For clarity, the IESO Review Committee shall not recommend any Proposals for funding that receive a score below the Minimum Score Threshold.

- (ii) The IESO Review Committee will provide recommendations to the IESO as to whether to approve the Proposal for funding, and will recommend an amount of funding, if any, to award to the Proponent.
- (iii) Allocation of funding among Proponents is in the sole and absolute discretion of the IESO. Notwithstanding the recommendations of the IESO Review Committee, the IESO has the sole and absolute discretion to award greater or less than the target funding allocation of \$1,000,000 for the Call for Proposals. The IESO maintains the right to accept or reject a Proposal or award less than the funding amount requested in the Proposal or recommended by the IESO Review Committee, for any reason, in its sole and absolute discretion.
- (iv) The IESO, in its sole and absolute discretion, may also accept or reject Proposals in order to ensure that there is diversity amongst the Proposals selected for funding (including for the purposes of ensuring diversity of Proponents, Proponent Types, Initiative or Target Audiences).
- (v) The IESO, in its sole and absolute discretion, may reject any or all of a Proponent's Proposals if the IESO is of the opinion that the Proponent or the Project Team does not have sufficient capacity or resources to undertake one or more Initiatives.

5.3 Amendments

Unless the IESO agrees otherwise in writing, if a Proposal has been submitted to the IESO, the Proponent may only make changes to its Proposal if the Proponent withdraws its Proposal by submitting a notice of withdrawal to the IESO signed by an authorized Representative of the Proponent, and resubmits a new Proposal prior to the Proposal Submission Deadline. Proposals may not be resubmitted following the Proposal Submission Deadline.

SECTION 6 – FUNDING AGREEMENT PROCESS AND DELIVERABLES

6.1 Funding Agreement Offer and Acceptance

- (a) If a Proposal is approved for funding, the IESO will send the Successful Proponent an approval letter followed by an offer to enter into a Funding Agreement.
- (b) If a Proposal is rejected, any such rejection shall not prohibit a Proponent from submitting a new or revised Proposal during a subsequent Call Period. The new or revised Proposal will be subject to the Rules and Funding Agreement in effect at the time of submission or resubmission.
- (c) A Successful Proponent will have 15 Business Days from the issuance of the offer (the "**Acceptance Period**") to accept the Funding Agreement by delivering three (3) signed originals of the Funding Agreement and one (1) electronic copy of the signed Funding Agreement to the IESO. If the Successful Proponent is not able to submit the original three (3) copies of the executed Funding Agreement to the IESO within this time frame, it must send a written request to the IESO for an extension of the Acceptance Period before the 15

Business Day period has concluded, which shall be in the IESO's sole and absolute discretion to extend. If the IESO does not receive the executed Funding Agreement or such a request for extension, or does not grant such an extension, the Proposal shall be deemed to have been withdrawn. The offer to enter into a Funding Agreement will also be deemed to be withdrawn and will be of no further force or effect.

- (d) In the case of a Joint Proposal, all Joint Proponents will be required to sign the requisite three (3) copies of the Funding Agreement during the Acceptance Period.
- (e) If the IESO discovers that the Proposal contains any errors or material information that is incorrect or omitted after offering the Funding Agreement to the Proponent, the IESO has the right to withdraw the offer of the Funding Agreement prior to execution of the Funding Agreement by the IESO, which offer will then be considered null and void.

6.2 Funding Agreement

The form of the Funding Agreement is available on the Website.

6.3 Conflict Between the Rules and Funding Agreement

In the event there is any conflict between the Rules and the Proposal Form or other templates or forms posted on the Website, the Rules govern to the extent of any such conflict. Once a Funding Agreement has been entered into by the IESO and the Proponent or Joint Proponents, as applicable, any conflict or inconsistency between the Funding Agreement and these Rules shall be resolved in favour of the Funding Agreement.

6.4 ECB Program Acknowledgement

As more specifically outlined in the Funding Agreement, Successful Proponents will be required to recognize the IESO's contribution of funding in all publicity or publications related to the Initiative in written documents by including the following text, unless instructed otherwise by the IESO:

"This initiative was made possible in part through the financial support of the Independent Electricity System Operator's ("IESO") Education and Capacity Building Program.

[Insert name of Recipient] is solely responsible for implementation of this initiative, and the IESO has no responsibility or liability whatsoever in the event that any person suffers any losses or damages of any kind as a result of the initiative."

6.5 Deliverables

- (a) The entry into a Funding Agreement by the Successful Proponent and the IESO is required in order for the IESO to provide any funding to the Successful Proponent. The funding will be disbursed by the IESO to the Successful Proponent (once the Funding Agreement is executed, referred to as the Recipient) according to the terms and conditions of the Funding Agreement.

- (b) Disbursements will only be made to the Recipient at the intervals set out in the Funding Agreement for Eligible Expenses incurred and evidenced, subject to the satisfaction of all terms and conditions in the Funding Agreement.
- (c) Disbursements will only be made directly to a Recipient for Eligible Expenses that have been paid by a Recipient. Where expenses have been jointly incurred by a Recipient and another Person, the Disbursement will be apportioned to the Recipient based solely on the portion of the expense that was paid by the Recipient.

6.6 Responsibility of the Proponent to Notify

- (a) The Proponent must provide prompt written notice to the IESO within twenty (20) Business Days after the occurrence of any one or more of the following events:
 - (i) the Proponent is awarded or receives governmental funding for the Initiative described in the Proposal or being funded under a Funding Agreement;
 - (ii) the Proponent is in Default of any agreement, including a Funding Agreement or any other funding agreement under any of the Support Programs, with the IESO, its predecessor entities, or any of their third party fund managers;
 - (iii) the Proponent no longer meets one or more of the Mandatory Eligibility Requirements;
 - (iv) the Proponent becomes aware of any actual or potential Conflict of Interest; and
 - (v) the Initiative experiences any cause, action, occurrence, event or delay, or the Proponent reasonably expects the Initiative to experience any cause, action, occurrence, event or delay, that has materially affected or may materially affect the Work Plan, the Project Team, the Budget, the Initiative, the Deliverables or the Deliverable deadlines in the Funding Agreement;

as applicable.

- (b) In its notification made to the IESO pursuant to Section 6.6(a), the Proponent must, as applicable:
 - (i) identify the reason for the Default;
 - (ii) identify the reason for the Initiative not being completed or being delayed;
 - (iii) explain how such events will impact the Initiative; and
 - (iv) explain whether and how the Proponent intends to rectify the events set out in its notification made to the IESO pursuant to Section 6.6(a).

SECTION 7 – GENERAL PROVISIONS

7.1 Program Review and Amendments

- (a) The IESO may periodically review, amend or replace, as necessary, the ECB Program, these Rules, the form of Funding Agreement and the Support Programs Budget. The IESO may make additional amendments in response to directions from the Minister of Energy, changes in Laws and Regulations, significant changes in market conditions or any other circumstances as determined by the IESO in its sole and absolute discretion. Notice of any amendment as a result of a scheduled review will be posted on the Website for such time period, if any, prior to the effective date of such amendment, as circumstances may permit.
- (b) The IESO may, in its sole and absolute discretion, suspend the ECB Program, restart the ECB Program after suspension, terminate the ECB Program, increase or decrease funding caps, or revise the Rules.
- (c) For clarity, the version of the Rules in effect at the time that the Proposal is submitted shall govern the Proposal. In addition to any changes the IESO may make to the form of Funding Agreement, prior to offering a Funding Agreement to a successful Proponent, the IESO may, in its sole and absolute discretion, make any changes to the specific Funding Agreement offered that it deems necessary in respect of the particular Initiative or Proponent.

7.2 IESO Rights

- (a) The IESO may, at any time, ask for and contact references or third parties about a Proponent or its Proposal as part of the IESO's due diligence in assessing a Proposal or compliance with the Rules. The Proponent, or in the case of a Proposal submitted by Joint Proponents, each Joint Proponent, acknowledges and agrees that the IESO may also contact other provincial and federal bodies, agencies or programs during the review and assessment of Proposals received. The Proponent or each Joint Proponent, as applicable, specifically consents to the IESO disclosing information in respect of the Proponent, Joint Proponents and/or Proposal, to any such third party for such purposes.
- (b) The IESO has the discretion to require Successful Proponents, as a condition of offering the Funding Agreement to the Successful Proponent, to collaborate with one or more other Successful Proponents to ensure continuity and cohesion and to ensure duplication is minimized between Initiatives. The IESO may require specific reports or deliverables in respect of such collaboration as part of the Successful Proponent's Funding Agreement.
- (c) The IESO is under no obligation to return any Proposals or related materials, supporting documentation, clarifications or communications following the review process.
- (d) The IESO may reject a Proposal, in its sole and absolute discretion, at any time if:
 - (i) any of the events set out in Section 6.6(a) has occurred;

- (ii) the Proponent has failed to provide information in a timely manner in response to requests from the IESO for clarification or information or has failed to provide material information as required by the Rules;
 - (iii) the IESO determines, in its sole and absolute discretion, that the Proponent has made false claims under the Proposal or has failed to provide material information to the IESO as required by the Rules;
 - (iv) the Proponent has amounts owing to the IESO in respect of another funding agreement or other program, contract or arrangement with the IESO that have not been paid after due notice;
 - (v) the Proponent is not otherwise in compliance with the Rules or the IESO has provided the Proponent with notice that the Proponent is in Default of any agreement, including a funding agreement with the IESO, its predecessor entities, or any of their third-party fund managers;
 - (vi) the Proponent provides a written statement to the IESO, signed by an individual who has the authority to bind the Proponent, that states that the Proponent wishes to withdraw the Proposal or that the Initiative has been terminated;
 - (vii) a Proposal is deemed withdrawn and terminated as per Section 6.1(c) or the offer of a Funding Agreement is withdrawn pursuant to Section 6.1(e);
 - (viii) the IESO determines that the Proponent has received funding that would be duplicative of the amounts awarded under the Funding Agreement, as described in Section 4.7; or
 - (ix) for any other reason, in the sole and absolute discretion of the IESO, if the IESO so notifies the Proponent in writing.
- (e) The IESO has the right, in its sole and absolute discretion, to:
- (i) determine whether a Proponent meets the Mandatory Eligibility Requirements and whether a Proposal meets the Mandatory Proposal Requirements;
 - (ii) waive any requirement or provision of the Rules, and, by submitting a Proposal, each Proponent agrees and acknowledges that the exercise of such right is fair and reasonable; and
 - (iii) reject a Proposal for any reason, or require additional information in respect of a Proposal, all in its sole and absolute discretion.
- (f) The IESO's decision in relation to a Proposal is final, will be made in its sole and absolute discretion, takes precedence over prior communications between the IESO and the Proponent and is not subject to appeal by the Proponent. There are no warranties,

conditions or representations (including any that may be implied by statute) and there are no agreements in connection with the subject matter of the Proposal, except as specifically set forth in the Funding Agreement. No reliance may be placed on any warranty, representation, opinion, advice or assertion of fact made by the IESO or any of its Representatives, except to the extent that the same has been reduced to writing and included as a term of the Funding Agreement.

- (g) Submission of the Proposal will not constitute any legal relationship between the Proponent and the IESO, does not constitute consent by the IESO to process or approve the Proposal, and does not cause any legal obligations to be owed by the IESO to the Proponent.

SECTION 8 - OTHER PROVISIONS

8.1 Proponent Questions

Proponents are advised to examine all of the ECB Program documents available on the Website and may direct questions or seek additional information from the IESO, by e-mail or by phone, on or before the Proposal Submission Deadline. It is the responsibility of a Proponent to seek clarification on any matter it considers to be unclear. The IESO shall not be responsible for any misunderstanding on the part of a Proponent concerning the ECB Program or its processes.

To ensure consistency and quality of information provided to Proponents, the IESO may collect some or all enquiries and post responses on the Website without revealing the sources of the enquiries.

8.2 Notice

- (a) All notices required to be delivered to the IESO under the Rules must be provided by email to ECB@ieso.ca. Notices delivered hereunder are for the purposes of the ECB Program only and do not constitute notice for any other purpose, including any obligation to provide notice to the IESO under the FIT Program or LRP, or to the System Operator pursuant to the IESO Market Rules. No notice to or from the IESO will be binding on the IESO pursuant to the Rules unless the sender of such notice identifies the recipient of such notice as “Contract Management – Energy Support Programs.”
- (b) The Proponent’s contact information, including valid email address, may be amended by the Proponent by providing written notice to the IESO. The IESO will not be responsible for any failed transmission resulting from a Proponent’s failure to provide accurate contact information.

8.3 Prohibited Communication

- (a) A Proponent may not communicate with the IESO or the Ministry of Energy for the purposes of:
 - (i) obtaining an unfair advantage in respect of a Proposal;

- (ii) influencing the terms or outcome of the IESO's review of Proposals, or any IESO procurement initiative, other than as expressly contemplated in these Rules;
- (iii) impairing public confidence in the process or outcome of the ECB Program;
- (iv) lobbying government; or
- (v) constituting or creating a Conflict of Interest;

and any such communication by a Proponent or Joint Proponent with any person other than the IESO may result in disqualification of the Proposal and Proposals to the IESO of any affiliate or related party of the Proponent.

- (b) A Proponent or Joint Proponent shall not at any time, directly or indirectly, communicate with the media, the Ministry of Energy, or any Person other than its Internal Resources and External Resources in relation to these Rules, a Proposal, the ECB Program, or any Funding Agreement awarded pursuant to these Rules, without first obtaining the written permission of the IESO. Such prohibited communication by a Proponent may result in termination of the Proposal or Funding Agreement.

8.4 Records Retention and Audit Rights

- (a) The Proponent must keep and maintain all books and records necessary to support the information contained in its Proposal for one year following the submission of the Proposal. Provided the IESO and the Proponent enter into a Funding Agreement, the Proponent shall be required to keep all such records, as well as any Deliverables submitted to the IESO, and any statement or information submitted to the IESO in relation to the ECB Program, for the duration of the Funding Agreement and for a period of seven (7) years thereafter, or as otherwise set out in the Funding Agreement, or for such longer period as may be specified by applicable Laws and Regulations (the "**Audit Period**").
- (b) The IESO, an independent auditor identified by the IESO, or the Government of Ontario (in each case, the "**Inspecting Party**"), will be entitled to request copies of, and access to, the Proponent's books and records from time to time during the Audit Period for audit, verification, or reporting purposes, and may provide all such records and information to its third party advisors, the OEB, and the Government of Ontario.
- (c) The Inspecting Party may, at its own expense, upon twenty-four hours' notice to the Proponent, enter upon the Proponent's premises during normal business hours to inspect and copy the records and documents referred to in Section 8.4(a).
- (d) To assist in respect of the rights set out in this Section 8.4, the Proponent must disclose any information reasonably requested by the Inspecting Party, and must do so in a form reasonably requested by the Inspecting Party.
- (e) No provision of the Rules will be construed so as to give the Inspecting Party any control whatsoever over the Proponent's records or those of its contractors.

8.5 Disclaimer

- (a) Neither the IESO nor its advisors make any representation, warranty, or guarantee as to the accuracy of the information contained in these Rules, or any addenda thereto. Any quantities shown or data contained in these Rules or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.
- (b) It is a Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to these Rules.
- (c) Proponents are advised to examine all of the documents comprising these Rules and are requested to report any errors, omissions, or ambiguities. They are encouraged to submit questions or seek additional information before submitting a Proposal before the Proposal Submission Deadline.
- (d) The IESO is not under any obligation to provide additional information, but may do so at its sole and absolute discretion.

8.6 Proponents to Bear Costs

- (a) Each Proponent shall be solely responsible for its own Costs relating to the preparation and submission of its Proposal and the implementation of the Initiative, including, if applicable, Costs incurred for legal review, interviews, presentations, or demonstrations, whether or not a Proposal is granted a Funding Agreement or is terminated or the ECB Program is suspended, revoked, amended, or revised. By submitting a Proposal, the Proponent irrevocably and unconditionally waives any claims against the IESO relating to the Proponent's Costs, including Costs relating to satisfying the Mandatory Eligibility Requirements or Mandatory Proposal Requirements. The Proponent should seek independent legal advice in respect of its participation in the ECB Program, including its Proposal, the Rules and the Funding Agreement.
- (b) The IESO shall not be liable to pay any Proponent's Costs, other than as otherwise set out in the Funding Agreement, under any circumstances. In particular, the IESO will not reimburse the Proponent in any manner whatsoever in the event of termination of any or all Proposals for any reason or in the event of the cancellation or suspension of the ECB Program or any part thereof at any time.
- (c) The Proponent shall bear all Ineligible Expenses, including any Costs incurred prior the approval of the Proposal.

8.7 Addenda

If the IESO, for any reason, determines that it is necessary to provide additional information (including responses to questions) relating to these Rules, such information will be communicated by addenda either on the Website or by email. Each addendum shall form an integral part of these

Rules. Such addenda may contain important information including significant changes to these Rules. Proponents are responsible for obtaining all addenda issued by the IESO.

8.8 Confidentiality and Disclosure

- (a) By submitting a Proposal, the Proponent authorizes the collection by the IESO of the information set out in the Proposal and otherwise collected in accordance with the terms hereof, and the use of such information for the purposes set out in or incidental to the Rules and the Funding Agreement, and for the purpose of offering, managing and directing the ECB Program generally.
- (b) The IESO may communicate with any of the Proponent, its Affiliates, or any third party in order to verify any information set out in the Proposal. The Proponent expressly consents to such communication and disclosure of any relevant information.
- (c) The IESO reserves the right to make public the names of the Proponent or Joint Proponents, if applicable, and any Person that Controls or is affiliated with the Proponent or Joint Proponents, the title and summary of the Initiative, and the amount of funds awarded and paid, if any. Subject to Sections 7.2(a), 8.8(c) and 8.8(d), all other information submitted by the Proponent will be treated as confidential subject to and in accordance with applicable Laws and Regulations, including applicable freedom of information and privacy Laws and Regulations. The Proponent acknowledges and agrees that the IESO is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) ("**FIPPA**") and may, subject to FIPPA, require disclosure of confidential information in the custody or control of the IESO to third parties. The Proponent must comply with all privacy laws applicable to it.
- (d) The IESO reserves the right to disclose to the Government of Ontario and its ministries and agencies, including the System Operator, Auditor General of Ontario, the Ministry of Energy, the Ministry of Natural Resources and Forestry, and to the IESO's counsel, consultants and other advisors retained for the purpose of administering the ECB Program, all information contained in a Proposal, a Funding Agreement and all other information relating to a Proponent that it has received in the course of carrying out the ECB Program, including Confidential Information. The Proponent agrees that the IESO may use the Proponent's Confidential Information for the purpose of updating the Government of Ontario and its ministries and agencies on the status of the ECB Program and for the purpose of developing policies or standards related to community power projects or programs, for policy development, and for general reporting purposes. These standards, policies and reports may be made publicly available provided they do not disclose any information specific to the Initiative or the Proponent.

8.9 No Contract

The receipt of a Proposal shall not constitute consent by the IESO to support, process or accept the Proposal. By submitting a Proposal and participating in the process as outlined in these Rules, Proponents and Joint Proponents expressly agree that no contract or agreement of any kind is formed under, and no relationship of partners, joint venturers, fiduciary, principal and agent or

any other relationship between the IESO and the Proponent is formed from, these Rules, prior to the signing of a formal written Funding Agreement.

8.10 Governing Law of Rules

These Rules and the ECB Program shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

8.11 Miscellaneous

- (a) None of the ECB Program, these Rules, or any solicitation hereunder shall be considered a tender call. The IESO is not committed in any way to approve any Proposal, enter into any Funding Agreement or fund any Initiative or components of an Initiative, and the IESO reserves the absolute right to reject, at any time, any and all Proposals and to terminate the ECB Program.
- (b) Notwithstanding anything contained in these Rules, the IESO shall have no responsibility or liability whatsoever in the event that a Proponent suffers, or any third party brings a claim against the Proponent that it has suffered, any losses or damages of any kind in respect of the work undertaken in respect of an Initiative or the subject matter of any Proposal or funding under a Funding Agreement or in any way in relation to or arising out of the ECB Program.
- (c) The IESO's decision to accept or reject a Proposal is not indicative of the viability of an Initiative. Despite anything contained in the Rules or in the Funding Agreement, Proponents are solely responsible for ensuring the technical, regulatory and financial viability of the Initiative, and the IESO shall have no responsibility whatsoever to independently assess the viability of the Initiative nor any liability whatsoever in the event that an Initiative turns out not to be viable in any respect.
- (d) The IESO shall not be liable for any delays in processing, reviewing, accepting, declining or rejecting a Proposal.
- (e) The Proponent shall be responsible for fulfilling all of its obligations in respect of the Proposal and the Funding Agreement, whether or not any of such obligations are carried out by an External Resource.
- (f) Payments under the ECB Program to a Proponent will only be provided upon execution of the Funding Agreement between the Proponent and the IESO and only according to the terms and conditions therein.
- (g) If, in the sole and absolute discretion of the IESO, the Proponent is found to be in a Conflict of Interest, the IESO may disqualify the Proponent, reject its Proposal or any other application or proposal under any IESO program, or terminate the Funding Agreement.
- (h) The IESO shall have the ability to delegate or otherwise transfer responsibility for its role under the Rules as manager and operator of the ECB Program, including any rights and

responsibilities attaching thereto, to a third party at any time, without the consent of the Proponent, including to a third party program manager, by providing notice in writing to the Proponent.

- (i) The IESO shall have the right to assign its rights and responsibilities under the Funding Agreement, if applicable, to a third party at any time, without the consent of the Proponent, including to a third party program manager, by providing notice in writing to the Proponent.

APPENDIX

Education and Capacity Building Program Rules

Definitions

The following terms shall have the respective meaning stated below when used in the Rules:

<i>Acceptance Period</i>	has the meaning given to it in Section 6.1(c) of the Rules.
<i>ACEP</i>	has the meaning given to it in Section 1.1 of the Rules.
<i>ACEP Rules</i>	means the version of the ACEP program rules that is applicable to the Initiative.
<i>Affiliate</i>	means any Person that (i) Controls a party; (ii) is Controlled by a party; or (iii) is Controlled by the same Person that Controls a party.
<i>AREN</i>	has the meaning given to it in Section 1.1 of the Rules.
<i>Arm's Length</i>	has the meaning given to it in the <i>Income Tax Act</i> (Canada).
<i>Audit Period</i>	has the meaning given to it in Section 8.4(a) of the Rules.
<i>Budget</i>	<p>means a budget for the Costs associated with each activity involved in the Initiative, including:</p> <ul style="list-style-type: none"> (a) the total Cost of the Initiative and the total amount of funding requested for the Initiative; (b) a detailed expense breakdown of each activity of the Initiative, including Internal Resources and External Resources, and their respective rates; (c) if the total Cost of the Initiative exceeds the total amount of funding requested for the Initiative, a description of the amount and the source of the other funds that will be utilized, including in-kind contributions, that will be contributed by the Proponent, Joint Proponents or other Persons; and (d) a description of how any Costs related to travel and hospitality will remain in compliance with the Travel, Meal and Hospitality Expenses Directive.
<i>Business Day</i>	means a day that is not a Saturday or Sunday or a legal holiday in the Province of Ontario.

<i>Call for Proposals</i>	has the meaning given to it in Section 1.1 of the Rules.
<i>Call Period</i>	has the meaning given to it in Section 1.1 of the Rules.
<i>Case Study</i>	means the portion of the Final Report that includes an overview of the Initiative, including resources and process, for use by the IESO on its Website and/or in its promotional materials.
<i>Category 1</i>	means “Category 1: Implementation of a Community Energy Plan” as described in Section 2.1(b)(i) of the Rules.
<i>Category Type</i>	means the categories set out in Section 2.1 of the Rules.
<i>College</i>	means a college established in O. Reg. 34/03 and is governed by the <i>Ontario College of Applied Arts and Technology Act</i> , SO 2002, c 8, Sch. F.
<i>Community Energy Plan</i>	has the meaning given to it in the ACEP Rules.
<i>Competitive Procurement Process</i>	has the meaning given to it in Section 4.4(a) of the Rules.
<i>Confidential Information</i>	<p>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 a Proposal or a Funding Agreement, whether before or after the Parties signed the Funding Agreement, including all new information derived at any time from any such confidential information, but excluding:</p> <ul style="list-style-type: none"> (a) publicly available information, unless made public by the Receiving Party in a manner not permitted by the Funding Agreement; (b) information that is already known to, or in the possession of, the Receiving Party at the time of its disclosure by the Disclosing Party as evidenced by the Receiving Party's records; (c) information that is lawfully acquired at any time by the Receiving Party without restrictions from a third party without breach of confidentiality by such third party; (d) the Case Study; and (e) information that is independently developed by the Receiving Party, as evidenced by the Receiving Party's

	records.
<i>Conflict of Interest</i>	means any circumstance where the Proponent, or any person who has the capacity to influence the Proponent's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Proponent's objective, unbiased and impartial judgment relating to the Proposal, the Initiative or the use of the Disbursements.
<i>Contract Start Date</i>	means the date on which the IESO and the Proponent enter into the Funding Agreement, as specified on the cover page of the Funding Agreement.
<i>Control</i>	means, with respect to a Person at any time, <ul style="list-style-type: none"> (a) the owning or holding as beneficiary (directly or indirectly) of any securities or ownership interest that would allow for the election or appointment of 50% or more of the directors of the Person (or those other Persons responsible for the management of the entity); or (b) the exercise of de facto, or actual, control of that Person, whether direct or indirect and through any means; and <i>Controlled by</i> has a corresponding meaning.
<i>Co-op</i>	means a co-operative, as that term is defined in the <i>Co-operative Corporations Act</i> , RSO 1990, c. C-35, with its head office located in Ontario, all of whose members are Co-op Members Resident in Ontario.
<i>Co-op Members</i>	means, in respect of a Co-op, a Natural Person who is a member of the Co-op as set out on the membership registry of such Co-op, for clarity excluding a holder of shares or other securities who is not a member of the Co-op as set out on the membership registry of such Co-op.
<i>Costs</i>	means costs, expenses, fees, taxes, rates, in-kind payments, or other consideration of any kind.
<i>Crown</i>	means Her Majesty the Queen in Right of the Province of Ontario or Her Majesty the Queen in Right of Canada.
<i>Default</i>	means an event of default by a party, as defined in the relevant agreement, <ul style="list-style-type: none"> (a) which has not been cured in accordance with the provisions of any such agreement or otherwise to the

	<p>satisfaction of the IESO, in its sole and absolute discretion;</p> <p>(b) for which there is no cure period; or</p> <p>(c) for which the cure period has expired.</p>
<i>Deliverables</i>	has the meaning given to it in the Funding Agreement.
<i>Direction</i>	has the meaning given to it in Section 1.1 of the Rules.
<i>Disbursement</i>	means a payment of funds by the IESO as part of a Grant pursuant to a Funding Agreement.
<i>Disclosing Party</i>	means the party who discloses its Confidential Information to the Receiving Party by virtue of the Funding Agreement.
<i>Distribution System</i>	means a system connected to the IESO-Controlled Grid for distributing Electricity at voltages of 50 kilovolts or less, and includes any structures, equipment or other things used for that purpose, provided that a Distribution System shall be deemed not to include any equipment controlled by the System Operator pursuant to the Distribution System Code.
<i>Distribution System Code</i>	means the “Distribution System Code” established and approved by the OEB, which, among other things, establishes the obligations of an LDC with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards for Distribution Systems.
<i>ECB Program or Education and Capacity Building Program</i>	has the meaning given to it in Section 1.1 of the Rules.
<i>ECB Reference Number</i>	means the unique alphanumeric identifier that is assigned by the IESO to a Proposal.
<i>Electricity</i>	means electric energy, measured in kilowatt-hours.
<i>Eligible Expenses</i>	means Eligible Internal Expenses and Eligible External Expenses, as well as any expenses the Recipient is permitted to submit to the IESO pursuant to Section 4.5, and specifically excludes Ineligible Expenses.

<i>Eligible External Expenses</i>	has the meaning given to it in Section 4.3 of the Rules.
<i>Eligible Internal Expenses</i>	has the meaning given to it in Section 4.2 of the Rules.
<i>EPP</i>	has the meaning given to it in Section 1.1 of the Rules.
<i>External Resources</i>	has the meaning given to it in Section 4.3 of the Rules.
<i>Final Deliverable Date</i>	means the date that is 18 months after the Contract Start Date.
<i>Final Report</i>	<p>means the substantive summary report that the Successful Proponent is required to submit to the IESO on the date listed in Schedule D to the Funding Agreement, which report includes two key components:</p> <p align="center">(a) a Case Study; and</p> <p align="center">(b) an assessment of the Initiative’s results using the success measures as described in the Proposal.</p> <p>Proponents may use the template found on the Website or develop their own format for the Final Report, provided that the mandatory components set out above are included therein.</p>
<i>FIPPA</i>	has the meaning given to it in Section 8.8(c) of the Rules.
<i>First Nation and Métis Community</i>	<p>means, for the purposes of the ECB Program:</p> <p align="center">(a) a First Nation in Ontario that is a “band” as defined in the <i>Indian Act</i>, RSC 1985, c. I-5;</p> <p align="center">(b) the Métis Nation of Ontario or any of its active Chartered Community Councils; or</p> <p align="center">(c) a Person, other than a Natural Person, that has previously been determined or is determined by the Government of Ontario for the purposes of one or more of the Support Programs to represent the collective interests of a community that is composed of Aboriginal Natural Persons in Ontario or composed of Métis Natural Persons in Ontario.</p>
<i>First Nation and Métis Organization</i>	has the meaning given to it in Section 2.2(b)(iii) of the Rules.
<i>FIT Program</i>	means the IESO’s Feed-In Tariff Program as set out in the Feed-In Tariff Program Rules, as amended or replaced from time to time.

<i>Funding Agreement</i>	means a funding agreement entered into by the Proponent(s) and the IESO pursuant to these Rules, a form of which is available on the Website.
<i>Government of Ontario</i>	means Her Majesty the Queen in right of Ontario.
<i>Governmental Authority</i>	means the Crown, any federal, provincial, or municipal government, parliament, legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the System Operator, OEB, the Electrical Safety Authority, and, for those purposes, Governmental Authority includes any Person acting under the authority of any Governmental Authority.
<i>Grant</i>	has the meaning given to it in Section 2.1 of the Rules.
<i>Hospital</i>	means one of the following entities: <div style="margin-left: 40px;">(a) a public hospital, in accordance with the <i>Public Hospitals Act</i>, RSO 1990, c. P.40; or</div> <div style="margin-left: 40px;">(b) a private hospital, in accordance with the <i>Private Hospitals Act</i>, RSO 1990, c. P.24.</div>
<i>HST</i>	means the harmonized sales tax applicable in Ontario.
<i>IESO</i>	means the Independent Electricity System Operator of Ontario, as established by the <i>Electricity Act, 1998</i> , as amended, and its successors and assigns.
<i>IESO-Controlled Grid</i>	has the meaning given to it in the IESO Market Rules.
<i>IESO Market Rules</i>	means the rules made under Section 32 of the <i>Electricity Act, 1998</i> (Ontario), together with all market manuals, policies, and guidelines issued by the System Operator, as may be amended from time to time.
<i>IESO Review Committee</i>	means the committee struck by the IESO to evaluate, assess and provide recommendations on Proposals under the ECB Program.
<i>including (or includes)</i>	means including (or includes) without limitation.
<i>Ineligible Expenses</i>	has the meaning given to it in Section 4.6 of the Rules.

<i>Initiative</i>	has the meaning given to it in Section 1.1 of the Rules.
<i>Inspecting Party</i>	has the meaning given to it in Section 8.4(b) of the Rules.
<i>Internal Resources</i>	<p>means one or more employees of the Proponent or, where applicable, the Joint Proponents collectively, devoted to an Initiative provided that:</p> <ul style="list-style-type: none"> (a) the employee(s) carrying out the activity are reasonably qualified and have the requisite skills and experience to accomplish the task to a reasonable standard and within a reasonable period of time; (b) the number of hours devoted by such employee(s) reflects the number of hours that would be required to accomplish such activity by an appropriately qualified and experienced individual working reasonably efficiently; (c) the person/hours recorded and accounted for are true and accurate; and (d) the dollar amount expended, per hour and in aggregate, by an employee is consistent with and comparable to the per hour and aggregate expenditures in respect of such employee for services provided to the Proponent by such employee other than in relation to the Initiative.
<i>Invoices</i>	<p>means copies of invoices, bills or receipts issued by an External Resource, relating to Eligible External Expenses, that must at a minimum include:</p> <ul style="list-style-type: none"> (a) an itemized invoice addressed to the Proponent on the External Resource’s letterhead outlining the expenses incurred by the Proponent with respect to the work being undertaken by the External Resource; (b) detailed descriptions of the work carried out; (c) names of Persons or entities retained to carry out the work; (d) the time frame (start date to completion date) in which the work was conducted; (e) hours, hourly wages and total expenditures for each Person or entity for the work or Costs associated in completing the work; and (f) the total Cost and hours of the work reflected in the

	body of the invoice.
<i>Joint Proponents</i>	has the meaning given to it in Section 2.3 of the Rules.
<i>Joint Proposal</i>	has the meaning given to it in Section 2.3 of the Rules.
<i>Laws and Regulations</i>	<p>means, from time to time:</p> <ul style="list-style-type: none"> (a) applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes; (b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction; (c) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority; (d) any requirements under or prescribed by applicable common law; (e) the Retail Settlement Code, the Distribution System Code, the Transmission System Code and any other codes issued by the OEB; and (f) the IESO Market Rules, as well as any manuals or interpretation bulletins issued by the System Operator from time to time.
<i>LDC</i>	means an owner or operator of a Distribution System who is licensed by the OEB as an “electricity distributor”.
<i>Lead Proponent</i>	means, in the case of Joint Proponents, the Proponent that the Joint Proponents have designated “Lead Proponent” for the purposes of communications with the IESO as set out in Section 2.3(b)(ii) of the Rules.
<i>Legal Entity</i>	means a limited partnership or corporation (with or without share capital).
<i>Long-Term Care Home</i>	means a “municipal home”, “joint home” or “First Nations home” established under the <i>Long-Term Care Homes Act, 2007</i> , SO 2007, c.8.
<i>LRP Program</i>	means the IESO’s Large Renewable Procurement Program.

<i>Mandatory Eligibility Requirements</i>	has the meaning given to it in Section 3.2 of the Rules.
<i>Mandatory Proposal Requirements</i>	has the meaning given to it in Section 3.3(a) of the Rules.
<i>Maximum Funding Amount</i>	means the amount granted to an Initiative, as listed on the cover page of the applicable Funding Agreement.
<i>Metrolinx</i>	means the corporation continued pursuant to the <i>Metrolinx Act, 2006</i> , S.O. 2006, c. 16.
<i>Minimum Score Threshold</i>	means a score on the 100-point scale referred to in Section 5.2(b) of the Rules, to be determined by the IESO Review Committee in its sole and absolute discretion before the review of any Proposals.
<i>Municipality</i>	means a municipal corporation as defined by the <i>Municipal Act, 2001</i> , SO 2001, c. 25.
<i>Natural Person</i>	means a natural person, but does not include a natural person in his or her capacity as trustee, executor, administrator or other legal representatives.
<i>Not-For-Profit Organization</i>	means a corporation without share capital governed by Part III of the <i>Corporations Act (Ontario)</i> , by the <i>Not for Profit Corporations Act (Ontario)</i> , by Part II of the <i>Canada Corporations Act</i> , or by the <i>Canada Not-for-profit Corporations Act</i> .
<i>OEB</i>	means the Ontario Energy Board established by the <i>Ontario Energy Board Act, 1998</i> , S.O 1998, c. 15, Sched. B, or its successor.
<i>Ontario Power Authority or "OPA"</i>	means the IESO predecessor known as the Ontario Power Authority, which, prior to January 1, 2015, was established under Part II.1 of the <i>Electricity Act, 1998</i> , S.O. 1998, Sched. A, as amended.
<i>Person</i>	means a Natural Person, First Nation that is a "band" as defined in the <i>Indian Act</i> , RSC 1985, c. I-5, co-operative, 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, including the IESO.
<i>Processed Cheque</i>	means a cheque paid by the Recipient's (or Proponent's, as applicable) bank and cleared by the depositor's account as evidenced by a digital image of the front and back of the cheque

	provided by the financial institution that holds the account from which the cheque was drawn.
<i>Project Team</i>	means all Internal Resources and External Resources with responsibility for the Initiative.
<i>Project Team Description</i>	<p>means:</p> <ul style="list-style-type: none"> (a) a list of each member of the Project Team (per the definition of “Project Team”, both Internal Resources and External Resources) and a description of the roles and responsibilities of each member of the Project Team; (b) for each Project Team member, a resume, curriculum vitae, or if the Project Team member has not been hired yet, the job description that will be used to hire the Internal Resource, which must include the qualifications of the Internal Resource and the selection criteria that will be utilized to retain the individual as well as the description of contingencies that will be in place to carry out the Initiative if the Internal Resource is unable to be hired; (c) a description of the Project Team’s experience with current or past projects, programs or other initiatives that the Proponent has undertaken, including education initiatives, energy projects or other experience relevant to the Initiative and outcome; (d) a description of the Proponent’s connection and relationship to the proposed Target Audience(s) and its ability to engage and deliver the Initiative to the Target Audience(s); and (e) a description of the capacity of the Proponent or Joint Proponents to undertake the Initiative in the timelines set out in the Work Plan.
<i>Proof of Payment</i>	<p>means evidence of payment confirming the Eligible Expenses incurred and paid by the Proponent in respect of the Initiative, and approved by the IESO, as outlined in the Funding Agreement, in at least one of the following forms:</p> <ul style="list-style-type: none"> (a) a Processed Cheque; (b) a cheque and accompanying bank statement reflective of the withdrawal amount and date from the Proponent’s bank account; (c) a credit card statement reflective of the charged amount

	<p>and date;</p> <p>(d) a signed letter from the External Resource on the External Resource’s letterhead indicating that payment has been made in full by the Proponent in respect of the Initiative (referencing the ECB Reference Number) on the Invoice from the External Resource referencing (a) the number of such Invoice, (b) the total amount paid, and (c) the date payment was received;</p> <p>(e) payroll logs; or</p> <p>(f) other acceptable methods of proof of payment approved by the IESO, in its sole and absolute discretion;</p> <p>as applicable.</p>
<i>Proponent</i>	means a Person that submits a Proposal. Unless the context requires otherwise herein, reference to a “Proponent” shall be deemed to be a reference to all Joint Proponents that submitted a particular Proposal, as applicable.
<i>Proponent Type</i>	has the meaning given to it in Section 2.2(a) of the Rules.
<i>Proposal</i>	means a proposal submitted by a Proponent pursuant to the Rules, which proposal includes the Proposal Form and all required attachments and supporting documentation.
<i>Proposal Form</i>	means the form found on the Website, as amended or replaced from time to time, which the Proponent is required to submit as part of its Proposal to the ECB Program.
<i>Proposal Submission Deadline</i>	means, for each Call for Proposals, the time and date specified as such in the schedule issued as described in Section 5.1(b) of the Rules.
<i>Public Sector Entity</i>	means a Person that is either a School, College, University, Hospital, Long-Term Care Home, Public Transit Service Entity or Metrolinx.
<i>Public Transit Sector Entity</i>	means a Person providing “public transit service” as defined in Ontario Regulation 390/05, made under the <i>Employment Standards Act, 2000</i> , c. 41.
<i>Receiving Party</i>	means the party who receives Confidential Information from the Disclosing Party by virtue of the Funding Agreement.

<i>Recipient</i>	has the meaning given to it under the Funding Agreement.
<i>Registered Charity</i>	has the meaning given to it in the <i>Income Tax Act</i> (Canada).
<i>Representatives</i>	means a Person's directors, officers, shareholders, employees, auditors, consultants, advisors (including economic or legal advisors), contractors, and agents.
<i>Resident</i>	means "ordinarily resident" as that expression has been judicially interpreted for the purposes of the <i>Income Tax Act</i> (Canada).
<i>Retail Settlement Code</i>	means the code established and approved by the OEB, governing the determination of financial settlement Costs for Electricity retailers, consumers, distributors and generators.
<i>Rules</i>	has the meaning given to it in Section 1.1 of these Rules.
<i>School</i>	means a school, secondary school, school board or school authority that is not a "private school", each of which is defined and governed by the <i>Education Act</i> , RSO 1990, c. E.2.
<i>Successful Proponent</i>	means a Proponent that has, or Joint Proponents that have, been selected by the IESO in accordance with the Rules to enter into a Funding Agreement.
<i>Support Programs</i>	has the meaning given to it in Section 1.1 of the Rules.
<i>Support Programs Budget</i>	has the meaning given to it in Section 1.1 of the Rules.
<i>System Operator</i>	means the Independent Electricity System Operator of Ontario established under Part II of the <i>Electricity Act</i> (Ontario) and its successor, acting pursuant to its authority to make, administer and enforce the IESO Market Rules.
<i>Target Audience</i>	has the meaning given to it in Section 2.4 of the Rules.
<i>Timesheet</i>	means an itemized accounting that identifies the Internal Resource(s), hours worked and Cost per hour, if applicable, in respect of an activity or a Deliverable, that is deemed acceptable by the IESO.
<i>Transmission System</i>	means a system for conveying Electricity at voltages of more than 50 kilovolts and includes any structures, equipment or other things used for that purpose.

<i>Transmission System Code</i>	means the “Transmission System Code” established and approved by the OEB, which, among other things, establishes the obligations of a Transmitter with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards for the IESO-Controlled Grid.
<i>Transmitter</i>	means a Person licensed as a “transmitter” by the OEB in connection with a Transmission System.
<i>Travel, Meal and Hospitality Expenses Directive</i>	means the Ontario Travel, Meal and Hospitality Expenses Directive to which the IESO is subject, as amended from time to time, available at https://www.ontario.ca/government/travel-meal-and-hospitality-expenses-directive-2010 .
<i>University</i>	means one of the following universities: Algoma University, Brock University, Carleton University, College of the Dominican or Friar Preachers of Ottawa, University of Guelph, Lakeland University, Laurentian University, McMaster University, Nipissing University, Ontario College of Art & Design University, University of Ontario Institute of Technology, University of Ottawa, Queen’s University, Royal Military College of Canada, Ryerson University, University of Toronto, Trent University, University of Waterloo, University of Western Ontario, Wilfrid Laurier University, University of Windsor, or York University.
<i>Website</i>	means www.ieso.ca/ecb .
<i>Work Plan</i>	<p>means a description of the activities that the Proponent proposes to undertake in respect of the Initiative, including:</p> <ul style="list-style-type: none"> (a) a description of each component of the Initiative that includes the scope of work, required and planned to carry out and complete each component of the Initiative; (b) a schedule for the completion of each component of the Initiative, including how the work will be managed and how Costs will be controlled; (c) a description of how the Proponent will undertake the Initiative, including a description of how the Work Plan will be completed by the Final Deliverable Date; and (d) a description of how the Proponent intends to engage and reach out to the Target Audience.