EDUCATION AND CAPACITY BUILDING PROGRAM v. 9.1 FUNDING AGREEMENT ("FUNDING AGREEMENT")

1. Recipient(s)

[NTF: If there are Joint Recipients, contact information for the additional Recipients will be included here (and Lead Recipient identified below).]

Name:

Main Contact:

Title:

Address:

Phone:

Email:

2. Lead Recipient (Joint Recipients only):

Name:

Main Contact:

Title:

Address:

Phone:

Email:

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3. **Funding Agreement Identification Number:** _____

4. **Contract Start Date:** [NTF: Once the IESO receives the executed copy of the Funding Agreement from the Recipient, the IESO will execute and date the Funding Agreement. The Contract Start Date will be the date that the IESO executes the Funding Agreement, and will be filled out by the IESO at that time.]

5. **Contract End Date:** _____

6. **Maximum Funding Amount:** $_____

7. **Recipient's Deposit Account:** ☐ Banking Authorization Form and void cheque attached

8. **Applicant Type(s):** [NTF: Drop-down menu]

9. **The following Schedules are attached to and incorporated into the Funding Agreement:**

Schedule A	Terms and Conditions
Schedule B	Definitions
Schedule C	Work Plan and Budget – Milestones, Deliverables & Disbursements
Schedule D	Additional Eligible Expenses and Ineligible Expenses (if applicable)

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NOW THEREFORE, for valuable consideration, the IESO and the Recipient(s) hereby mutually agree to be bound by the terms and conditions set out in the Funding Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Funding Agreement by the undersigned duly authorized representatives as of the date listed below.

INDEPENDENT ELECTRICITY SYSTEM OPERATOR	**[RECIPIENT NAME]**
_____	_____
Signature	Signature
_____	_____
Printed Name, Title	Printed Name, Title
_____	_____
Date Executed	Date Executed
I have the authority to bind the IESO.	I have the authority to bind the above Person.
[JOINT RECIPIENT, if applicable]	**[JOINT RECIPIENT, if applicable]**
_____	_____
Signature	Signature
_____	_____
Printed Name, Title	Printed Name, Title
_____	_____
Date Executed	Date Executed
I have the authority to bind the above Person.	I have the authority to bind the above Person.

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SCHEDULE A

TERMS AND CONDITIONS

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SECTION 1 DEFINITIONS

1.1 Definitions

Capitalized terms used and not defined in the Funding Agreement will have the meanings given to them in Schedule B.

SECTION 2 ACTIVITIES AND DELIVERABLES

2.1 Activities and Deliverables

(a) The Recipient must:

1. carry out the Activities set out in Schedule C by the associated Targeted Completion Dates;
2. submit all required Reports, as set out in Section 3.1;
3. submit all required Deliverables and any other documentation outlined in Schedule C, or otherwise required by the IESO, as evidence of the Work completed by any Mandatory Submission Deadline set out in Schedule C; and
4. subject to Section 18.12, not make any material change to the Project without the consent of the IESO.

(b) Upon submission of each Deliverable, the Recipient represents and warrants to the IESO that:

1. the Recipient is in compliance with the Funding Agreement;
2. the Request for Funding Report does not request funding in respect of any Costs incurred for the services of any single External Resource used by the Recipient to carry out any of the Deliverables in excess of the Threshold Amount of forty percent (40%) of the Maximum Funding Amount;
3. the Request for Funding Report does not request funding in respect of any Ineligible Expenses or duplicative funding;
4. no Default Event or Termination Event has occurred or is occurring; and
5. all information contained in the Deliverables is true, accurate and complete in all material respects.

(c) The Recipient acknowledges and agrees that:

1. the determination of the acceptability, quality, and completeness of a Deliverable and evidence of completion of the Activities set out in the Work Plan will be in the sole and absolute discretion of the IESO, and the IESO will have the right to reject all or a portion of any Deliverable if it determines that

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the Deliverable is not acceptable, is of insufficient quality, or is incomplete; and,

2. where the Recipients are Joint Recipients, the Joint Recipients are jointly and severally liable under the Funding Agreement, including for any action or inaction of the Lead Recipient appointed by such Joint Recipients to represent them to the IESO under the Funding Agreement.

SECTION 3 REPORTING

3.1 Reports

(a) The Recipient will be required to submit to the IESO the following reports to provide updates on the progress of the Project:

1. the Request for Funding Report for each applicable Milestone; and
2. any other reporting documentation as set out in Schedule C

(collectively, the "**Reports**").

(b) If a Report is not accepted by the IESO, the IESO will notify the Recipient of the IESO's refusal of the Report within twenty (20) Business Days of receipt of the Report, and the Recipient must re-submit the Report within ten (10) Business Days of the IESO's notification.

SECTION 4 ELIGIBLE AND INELIGIBLE EXPENSES

4.1 Eligible Expenses

(a) The IESO will provide funding to the Recipient for Eligible Expenses, up to the Maximum Funding Amount, that are evidenced by supporting documentation as set out in this Funding Agreement or as otherwise required by the IESO.

4.2 Eligible Internal Expenses

(a) Costs incurred by the Recipient for Internal Resources that provided services used to complete Work must satisfy the following criteria in order to be considered Eligible Internal Expenses:

1. the Costs must have been incurred for the services of Internal Resources that were directly involved in the completion of the Work and, in the opinion of the IESO, were not Costs relating to any other services that the Internal Resource may provide to the Recipient; and
2. the Costs are evidenced by the Activities and Deliverables specified in Schedule C.

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4.3 Eligible External Expenses

(a) Subject to Section 4.3(b), Costs incurred by the Recipient for External Resources that provided services used to complete Work must satisfy the following criteria in order to be considered Eligible External Expenses:

1. the Costs must have been incurred for the services of External Resources that are directly related to the completion of the Work; and
2. the Costs are evidenced by the Activities and Deliverables specified in Schedule C.

(b) Costs incurred for the services of a single External Resource shall only qualify as Eligible External Expenses up to the Threshold Amount of forty percent (40%) of the Maximum Funding Amount.

4.4 Ineligible Expenses

(a) The following Costs are Ineligible Expenses that are not eligible for funding under the ECB Program and the Recipient must not request funding from the IESO for same:

1. any Costs that are not directly related to the Project;
2. 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;
3. any Costs for which funding was received in relation to the Project from another source;
4. any Costs that the Recipient or Joint Recipient(s) did not directly incur;
5. any Costs incurred for the services of a single External Resource in excess of the Threshold Amount of forty percent (40%) of the Maximum Funding Amount;
6. any Costs incurred, or relating to any activity, matter or thing carried out before the Contract Start Date or after the Contract End Date;
7. any Costs associated with meeting the administrative obligations of the Application or Funding Agreement or any other application or funding agreement under any other IESO program, including preparing status and other Reports as may be required under the Funding Agreement;
8. any Costs associated with submitting the Application, or applications or proposals under any other IESO program, or entering into a funding agreement under any other IESO program;

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9. any Costs related to meetings with or the lobbying of any Governmental Authority or the IESO;
10. any Costs associated with the use of personal devices (e.g., personal mobile or landline phones, laptops, or internet service provider fees, etc.);
11. any Costs related to administrative operating expenses such as real estate expenses, insurance, utilities, memberships, dues, subscriptions, accounting, or maintenance of equipment;
12. any Costs incurred that are not evidenced by the Activities and Deliverables, including any other documentation required by the Funding Agreement, or other evidence of having been incurred satisfactory to the IESO, in its sole and absolute discretion;
13. any Costs not approved by the IESO as part of the Application and Budget, unless otherwise agreed to in writing by the IESO, in its sole and absolute discretion;
14. any Costs for travel, hospitality or meals that do not comply with the Travel, Meal and Hospitality Expenses Directive;
15. any Costs that, in the IESO's view, in its sole and absolute discretion, materially deviate from the approved Application in relation to the Work Plan, Budget, Project Team, timelines or Project description;
16. any Costs in respect of HST; and
17. any other Ineligible Expenses set out in Schedule D.

4.5 No Duplicative Funding

(a) The Recipient shall not:

1. include in a Request for Funding Report, any Eligible Expense that is being funded from another source, including from any Governmental Authority; and
2. apply for or accept funds from another source, if the Recipient has claimed such funds as Eligible Expenses hereunder.

(b) Where the Recipient has received, receives, or expects to receive additional funding from any other source in relation to any Work:

1. the Recipient is required to disclose such sources of funding to the IESO; and
2. the Recipient consents to the IESO contacting any such sources of funding to verify any information in respect of the same.

(c) The IESO has the sole and absolute discretion to withhold funding for any Work that is, or is perceived to be, duplicative of funding received from any other source. For greater certainty, nothing in this Section 4.5 shall preclude the

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Recipient from seeking additional funding for a Project, where the costs of the Project exceed the Maximum Funding Amount hereunder.

SECTION 5 FUNDING AND PAYMENTS

5.1 Maximum Funding Amount

The maximum funding amount (the "Maximum Funding Amount") that the IESO may pay to the Recipient pursuant to the Funding Agreement is the amount set out on the cover page to the Funding Agreement.

5.2 Request for Funding Reports

(a) In order to receive a Disbursement, the Recipient must submit a Request for Funding Report to the IESO and any other documentation as set out in Schedule C.

(b) The IESO may approve or refuse a Request for Funding Report or any portion of a Request for Funding Report, in its sole and absolute discretion.

(c) If the Request for Funding Report is not approved by the IESO, the IESO will advise the Recipient of the reasons for such refusal. If the IESO provides instructions for resubmission of the Request for Funding Report, the Recipient must comply with any such instructions, amend its Request for Funding Report, and re-submit it to the IESO.

(d) If the IESO provides funds to the Recipient prior to the Recipient's immediate need for the funds, the Recipient must place the funds in a chequing account in the name of the Recipient at a Canadian financial institution and must not use the funds for any purpose other than as expressly set out in this Funding Agreement.

5.3 Disbursements

(a) In order to be eligible for a Disbursement, the Recipient must provide to the IESO all Deliverables associated with the applicable Milestone in advance of the Mandatory Submission Deadline, as set out in Schedule C.

(b) Subject to the IESO's approval of the applicable Request for Funding Report, and provided that the Recipient is not in breach of any of its obligations under this Funding Agreement, the IESO will pay the Recipient the applicable Disbursement amount as indicated in Schedule C.

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5.4 Payment

(a) Subject to Section 8.4(c), the IESO will not provide a Disbursement to the Recipient for any Request for Funding Report that was not approved by the IESO prior to the Contract End Date.

(b) Subject to Section 5.4(d), the IESO will pay the Recipient by electronic fund transfer, unless otherwise authorized in writing by the IESO.

(c) Disbursements will only be made directly to the Recipient. Where approved Eligible Expenses have been incurred by a Recipient and a third party, the Disbursements will be paid to the Recipient only for the portion of the Eligible Expense that the Recipient demonstrates to the IESO was paid by the Recipient.

(d) In a case where more than one (1) Recipient is a party to the Funding Agreement, each Recipient acknowledges and agrees that:

1. the IESO will make payment to the Lead Recipient only, and that any payments made to the Lead Recipient are deemed to be payments made to all Recipients for the purposes of the Funding Agreement;
2. the Lead Recipient is responsible for making payments to the other Recipients, if applicable; and
3. the IESO has no liability for the Lead Recipient's failure to make payments to the other Recipients, and none of the Recipients have any claim against the IESO in respect of any such payment made by the IESO to the Lead Recipient.

(e) HST and all other applicable taxes will be shown separately on all Requests for Funding addressed to the IESO in respect of Eligible Expenses. The Recipient must deduct all recoverable HST from expenses and other Eligible Expenses of the Recipient before calculating the amounts to be requested from the IESO. The Recipient acknowledges that the Deliverables do not constitute a "supply" and the Disbursements are not subject to HST under the Excise Tax Act. Accordingly, the Recipient acknowledges that the IESO will not be reimbursing, or paying, HST in respect of Eligible Expenses or the Funding Agreement.

5.5 Set-off

(a) The IESO will be entitled to set-off any monies owed to it by the Recipient or to which the IESO may be entitled pursuant to the Funding Agreement or any other agreement with the Recipient, against any obligations that the IESO may have to the Recipient under the Funding Agreement or any other agreement.

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SECTION 6 NOTIFICATION REQUIREMENTS

6.1 Recipient's Notification Requirement

The Recipient must provide prompt written notice to the IESO within twenty (20) Business Days after the occurrence of any one (1) or more of the following events:

(a) the Recipient is awarded or receives funding from another source (whether from a Governmental Authority or otherwise) for any Work or any portion of the Project;

(b) the Recipient is in default of any agreement, including the Funding Agreement or any other funding agreement, with the IESO;

(c) the Recipient becomes aware of any actual or potential Conflict of Interest; or

(d) the Project experiences any cause, action, occurrence, event or delay, or the Recipient reasonably expects the Project to experience any cause, action, occurrence, event or delay, that has materially affected or may materially affect the Work Plan (including any Targeted Completion Date), the Project Team, the Budget, any Work, or any Mandatory Submission Deadline, in the Funding Agreement, as applicable.

SECTION 7 REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Recipient's Representations, Warranties and Covenants

The Recipient represents, warrants and covenants as follows and acknowledges that the IESO is relying on such representations, warranties and covenants in entering into the Funding Agreement:

(a) it has reviewed the Guidelines and this Funding Agreement, and acknowledges that the IESO has recommended that it receive independent legal advice with respect to the ECB Program and the Funding Agreement, and has had an opportunity to receive such advice;

(b) it is a First Nation or Métis Community, a First Nation or Métis Organization or an Eligible Non-Indigenous Entity;

(c) it is validly existing and it has the requisite power and capacity to enter into the Funding Agreement and to perform its obligations hereunder;

(d) it has duly authorized, executed and delivered the Funding Agreement, and the Funding Agreement is a valid and binding obligation of the Recipient enforceable in accordance with its terms;

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(e) any information the Recipient provided to the IESO, whether in or in support of the Application or Funding Agreement, is true and complete as of the date the Recipient executed the Funding Agreement;

(f) the Recipient has obtained all required third party consents, permissions, and authorizations and otherwise has all authority to do all things contemplated in the Funding Agreement;

(g) the Recipient shall comply with all applicable laws in connection with all things contemplated in the Funding Agreement, including applicable privacy laws; and

(h) unless otherwise set out in the Application, the Recipient has not received, and does not expect to receive, funding from another source in relation to any Work for which funding is being provided under the Funding Agreement.

7.2 The IESO's Representations and Warranties

The IESO represents and warrants to the Recipient as follows and acknowledges that the Recipient is relying on such representations and warranties in entering into the Funding Agreement:

(a) the IESO is a corporation without share capital amalgamated under the laws of the Province of Ontario, and has the requisite power and capacity to enter into the Funding Agreement and to perform its obligations hereunder; and

(b) the Funding Agreement has been duly authorized, executed, and delivered by the IESO and is a valid and binding obligation of the IESO enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

SECTION 8 TERM, DEFAULT AND TERMINATION

8.1 Term

The Funding Agreement will become effective on the Contract Start Date and will terminate on the Contract End Date.

8.2 Default Events

(a) Any material breach of the Funding Agreement by the Recipient, including those set out below, will be an event of default ("Default Event"):

1. the Recipient 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;

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2. the IESO notifies the Recipient that it is in default of any existing agreements with the IESO, its predecessor entities, or any of their third party funds managers, including funding agreements;

3. the Recipient fails to complete or submit to the IESO any Activities set out in Schedule C by the applicable Target Completion Date; or

4. the Recipient fails to notify the IESO of any of the events set out in Section 6.1.

(b) Should a Default Event occur, the IESO will be entitled to deliver to the Recipient a written notice that the Recipient is in default of the obligations under the Funding Agreement (the "Notice of Default"). The Notice of Default will set out the nature of the Default Event and a reasonable period of time by which the Default Event must be cured.

8.3 Termination Events

(a) Each of the following events may, in the IESO's sole and absolute discretion, trigger the early termination of the Funding Agreement, provided that the events described in Sections 8.3(a)5 through 8.3(a)7 shall trigger the automatic early termination of the Funding Agreement (each a "Termination Event"):

1. in the opinion of the IESO, the Recipient has provided false or misleading information in its Application, the Funding Agreement, a Deliverable, or in any other communication with the IESO, whether written, oral, or by omission;

2. the Recipient commits, or the IESO reasonably believes that the Recipient has committed, any act of fraud in relation to the IESO, the Project, the Funding Agreement, or any other IESO program;

3. the Recipient is no longer eligible to participate in the ECB Program;

4. the Recipient notifies the IESO in writing that it wishes to withdraw from the ECB Program;

5. the Recipient admits in writing its inability to pay debts as they become due, files or becomes the subject of a petition in bankruptcy, appoints a receiver, acquiesces in the appointment of a receiver or trustee, becomes insolvent, makes an assignment for the benefit of creditor, or goes into liquidation or receivership;

6. funding to the IESO is terminated or the ECB Program is suspended, revoked, or terminated; and

7. the IESO terminates the Funding Agreement for convenience by providing written notice to the Recipient, in which case the Funding Agreement will be

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terminated effective on the date (the "Termination for Convenience Date") that is ten (10) Business Days following the date of such written notice.

(b) Should the Funding Agreement be terminated pursuant to a Termination Event listed in Section 8.3(a), the IESO will provide the Recipient with written notice that states that the Funding Agreement is terminated effective the date of such notice.

8.4 Remedies of the IESO

(a) If any Default Event is not cured by the date set out in the Notice of Default, then the IESO may, upon written notice to the Recipient:

1. suspend the payment of funds for such period as the IESO determines appropriate;
2. refuse a Request for Funding Report;
3. disburse an amount less than the amount requested in a Request for Funding Report;
4. demand the repayment of funds: (A) that were used for purposes not agreed upon by the IESO; (B) that have been disbursed to the Recipient but for which the required Deliverables were not provided or, in the opinion of the IESO, there is insufficient documentation evidencing that such funds were spent on Eligible Expenses; or (C) that were improperly paid to the Recipient; and/or
5. terminate the Funding Agreement.

(b) If the Funding Agreement is terminated pursuant to any of Sections 8.3(a)1 through 8.3(a)4, inclusive, or Section 8.4(a)5, the IESO may demand the repayment of an amount equal to any funds the IESO provided to the Recipient and the Recipient will not be eligible for any future payments related to the Project. The IESO's remedies hereunder are in addition to any other rights it may have under the Funding Agreement or otherwise. Nothing in this section limits or impacts any other rights or causes of action that the IESO may have regarding representations, warranties, covenants and indemnities in its favour contained in the Funding Agreement.

(c) If the Funding Agreement is terminated pursuant to Section 8.3(a)7, the Recipient shall provide to the IESO, within ten (10) Business Days of the Termination for Convenience Date, all Deliverables in Schedule C completed up to the Termination for Convenience Date along with a Request for Funding Report and documentation to support the amount in the Request for Funding Report. If the IESO approves the Request for Funding Report, and provided that the Recipient is not in breach of any of its obligations under the Funding Agreement as of the Termination for Convenience Date, the IESO shall pay to

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the Recipient an amount equal to the Eligible Expenses incurred by the Recipient up to the date of the notice of the termination pursuant to Section 8.3(a)7 from the IESO and evidenced by the Request for Funding Report that have not been covered by previous Disbursements, up to the Maximum Funding Amount.

(d) If the Funding Agreement is terminated pursuant to Section 8.3(a)6, the Recipient shall provide to the IESO, within ten (10) Business Days of receiving written notice of termination, all Deliverables in Schedule C completed up to the date written notice is received, along with a Request for Funding Report. If the IESO approves the Request for Funding Report, and provided that the Recipient is not in breach of any of its obligations under the Funding Agreement, the IESO shall pay to the Recipient an amount equal to the Eligible Expenses incurred by the Recipient up to the date of the written notice of termination that have not been covered by previous Disbursements, up to the Maximum Funding Amount. If the IESO determines, based on the Request for Funding Report submitted, that the IESO's previous Disbursements to the Recipient exceed the Eligible Expenses incurred by the Recipient up to the date of the written notice of termination, the Recipient shall refund any excess funds to the IESO.

(e) Subject to Section 8.4(a), the IESO may, in its sole and absolute discretion, make a Disbursement to the Recipient for Eligible Expenses incurred as of the date of termination. The Recipient agrees that such amount will be its sole and exclusive payment, and it will not be entitled to any other amounts whether as damages, Costs, expenses or otherwise.

SECTION 9 RECORDS RETENTION AND AUDIT RIGHTS

9.1 Record-Keeping

The Recipient will maintain proper and distinct books, records, contracts, accounts, Invoices, Timesheets, Proof of Payment documentation and all other information relating to the Project during the term of this Funding Agreement and for a period of seven (7) years thereafter.

9.2 Audit Rights

(a) During the term of the Funding Agreement and the seven (7) year period thereafter, the Recipient shall provide the IESO, its agents, and the Government of Ontario with reasonable access to such information for any reasonable purpose, including for audit examination, process audit or evaluation, measurement and verification of Project results and impacts. For certainty, if the IESO requests any information documentation, the Recipient shall deliver it within thirty (30) days. The Recipient shall comply with all laws and regulations applicable to it, including any privacy obligations.

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(b) If any discrepancy is identified by the audit referred to in this Section 9.2, the appropriate adjustments will be promptly made between the Parties.

(c) If there has been an overpayment by the IESO, the amount of the overpayment will constitute a debt due to the IESO and may be so recovered. Any debt due to the IESO herein referred to may, in addition to any other remedies available at law or in equity, also be recovered by the IESO by set-off.

SECTION 10 CONFIDENTIALITY

10.1 Confidential Information

(a) **"Confidential Information"** means all information that has been identified as confidential and which is furnished or disclosed by the Disclosing Party and its Representatives to the Receiving Party and its Representatives in connection with the Application or 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:

1. publicly available information, unless made public by the Receiving Party in a manner not permitted by the Funding Agreement;
2. 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;
3. information that is lawfully acquired at any time by the Receiving Party from a third party without restrictions and without breach of confidentiality by such third party;
4. the Case Study; and
5. information that is independently developed by the Receiving Party, as evidenced by the Receiving Party's records.

(b) The Recipient acknowledges and agrees that the IESO will have the right to make public:

1. the names of the Recipient, Joint Recipient(s), if applicable, and any of their respective Affiliates, the title and summary of the Project, and the amount of funds awarded and paid to the Recipient; and
2. all other information contained in the Application, the Funding Agreement, the Deliverables or otherwise provided to the IESO in connection with the Application or Funding Agreement, unless such information is clearly identified as confidential by the Recipient.

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(c) The Recipient acknowledges and agrees that the IESO may communicate with any of the Recipient, its Affiliates, or any third party in order to verify any information provided in connection with the Funding Agreement. The Recipient expressly consents to such communication and disclosure of any relevant information.

(d) The Recipient agrees that the IESO may use and disclose the Confidential Information of the Recipient to the Government of Ontario and its ministries and agencies, including the Auditor General of Ontario, as well as the IESO's Representatives, for the purposes of administering and providing updates on the status of the ECB Program, developing policies or standards related to community power projects or programs, and general reporting purposes. These standards, policies and reports may be made publicly available provided they do not disclose any Confidential Information of the Recipient.

(e) The Recipient consents to the IESO contacting any sources of other funding for the Project or any portion of the Project identified by the Recipient.

(f) The Recipient authorizes the collection by the IESO of the information set out in the Application and the Funding Agreement 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 Funding Agreement, and for the purposes of offering, managing and directing the ECB Program generally.

(g) Subject to Sections 10.1(b) to 10.1(f), the Receiving Party will:

1. use the Confidential Information of the Disclosing Party solely in connection with performing its obligations and exercising its rights under the Funding Agreement; and

2. not publish, reproduce, copy, disseminate or disclose the Confidential Information, or otherwise use the same except in performing its obligations under the Funding Agreement, without the prior written consent of the Disclosing Party.

(h) Subject to Sections 10.1(b) to 10.1(g), the Receiving Party must maintain the Confidential Information of the Disclosing Party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care.

(i) Upon the expiry or termination of the Funding Agreement and at the request of the Disclosing Party, the Receiving Party will destroy or return the Confidential Information to the Disclosing Party, provided that the Receiving Party may retain a copy of such essential information as required by applicable law and its document retention policies.

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10.2 *FIPPA* Compliance

The Recipient acknowledges that the IESO is bound by the Freedom of Information and Protection of Privacy Act (Ontario) ("*FIPPA*") and that any information provided to the IESO in connection with the Project or otherwise in connection with the Funding Agreement is subject to disclosure in accordance with FIPPA.

SECTION 11 INTELLECTUAL PROPERTY RIGHTS

11.1 Intellectual Property

"Intellectual Property" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including all trademarks, official marks, copyrights, applications and registrations therefore, confidential information, all programs, plans, procedures, art, drawings, designs, patterns, specifications, process, data, research, documents, reports, studies, papers, preliminary sketches, layouts, copy, commercial material, computer software, source codes, photography, films, video tapes, transcriptions, compilation of information, and all plans for advertising.

11.2 Ownership Rights

Unless otherwise provided for in the Funding Agreement,

(a) Each Party will retain all rights, title and interest in and to its Intellectual Property. Neither Party will acquire any right, title or interest in or to any Intellectual Property of the other Party pursuant to the Funding Agreement.

(b) Except to the extent provided for in Section 12.1, the IESO grants the Recipient no license or other rights to use any names, logos or marks associated with the IESO, the Province of Ontario, or the ECB Program.

(c) The Recipient grants the IESO the right to use the Case Study on the Website and/or in its promotional materials, as well as to make changes to the Case Study including editing for grammar and style.

SECTION 12 ACKNOWLEDGEMENT OF SUPPORT

12.1 Acknowledgement

The Recipient must recognize the IESO's contribution in all publicity and non-confidential publications related to the Project in written documents by including the following text, unless instructed by the IESO otherwise:

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

SAMPLE

[Insert name of the Recipient] is solely responsible for implementation of, and the content of any materials produced by, 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."

12.2 Publishing Materials

If the Recipient publishes any material of any kind relating to the Project, the Recipient must indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of the IESO or the Province of Ontario. The IESO will not endorse any product or thing developed or produced as a result of, or in connection with, the Project.

SECTION 13 CONFLICT OF INTEREST

13.1 No Conflict

The Recipient must carry out the Activities and use the Disbursements without any actual, potential, or perceived Conflict of Interest. If an actual, potential, or perceived Conflict of Interest arises, the Recipient must comply with any terms and conditions that the IESO may reasonably prescribe in connection with the actual, potential or perceived Conflict of Interest (without prejudice to any remedy the IESO may be entitled to exercise hereunder).

SECTION 14 LIABILITY & INDEMNIFICATION

14.1 Limitation of Liability and Indemnification

(a) The Recipient agrees that the IESO shall not be liable for any claims, losses, damages, injuries or expenses, loss of profits, consequential, special, incidental, indirect, collateral, exemplary or punitive damages arising as a result of entering into this Funding Agreement, and the Recipient agrees to indemnify and save the IESO harmless therefrom.

(b) Without limiting any other terms or conditions of this agreement, the Recipient agrees to defend, indemnify and hold harmless the IESO and its officers, directors, employees, agents and representatives from and against any claim, suit, action or proceeding, threatened or actual, arising out of or relating to:

1. the Recipient's breach of any provision of this Funding Agreement; or
2. any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused or suffered as a result of or in connection with the performance by the Recipient or any of its employees or subcontractors of all or any part of the Recipient's obligations under this Funding Agreement or as a result of, or in connection with, the Project.

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14.2 Joint and Several Liability of Joint Recipients

If more than one Recipient is a Party to the Funding Agreement, then all Recipients shall be jointly and severally liable to the IESO for all representations, warranties, obligations, covenants and liabilities hereunder.

SECTION 15 INSURANCE

15.1 Insurance Requirements

(a) The Recipient will obtain and maintain throughout the term, at its own cost and expense, all the necessary and appropriate insurance covering such risks and in such amount that a prudent person would maintain when completing the Work. Under no circumstances will the IESO be liable to the Recipient or any employee thereof for any failure by the Recipient to obtain any insurance necessary or desirable in relation to the subject matter of the Funding Agreement.

(b) The Recipient must, upon request of the IESO, provide proof of the insurance required by the Funding Agreement in the form of valid certificates of insurance and confirm the required coverage exists, as at the time of the commencement of the Funding Agreement, and, if applicable, renewal replacements on or before the expiry of any such insurance. Upon the request of the IESO, a copy of each insurance policy must be made available to it.

SECTION 16 DISPUTE RESOLUTION

16.1 Arbitration

Unless otherwise provided for in the Funding Agreement, all disputes arising out of or relating to the Funding Agreement that cannot be resolved by the Parties following an appropriate period of discussion will be resolved by way of binding arbitration. In such case, the Parties will appoint a single arbitrator, or if the Parties fail to appoint an arbitrator within fifteen (15) days following the delivery of a Party's intention, notice or demand to refer the dispute to arbitration, upon application of either of the Parties, the arbitrator will be appointed by a judge of the Superior Court of Justice (Ontario) sitting in the Judicial District of Toronto Region. The arbitrator must not have any current or past business or financial relationships with any Party (except prior arbitration). The arbitrator must provide each of the Parties an opportunity to be heard and must conduct the arbitration hearing in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). Unless otherwise agreed to by the Parties, the arbitrator will render a decision within thirty (30) days after the end of the arbitration hearing and must notify the Parties in writing of such decision and its accompanying reasons. The arbitrator will be authorized only to interpret and apply the provisions of the Funding Agreement and shall have no power to modify or change the Funding Agreement in any manner. The decision of the arbitrator will be conclusive, final and binding upon the Parties. Each Party will bear its own

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Costs incurred in conducting the arbitration and will share equally the Costs of any third party associated with the arbitration.

16.2 IESO's Alternative Remedies

Despite Section 16.1, where there is a dispute between the Parties, which dispute has a monetary value of $25,000 or less, the IESO may, in its sole and absolute discretion, pursue any and all remedies available to it in small claims court.

SECTION 17 NOTICE PROVISIONS AND COMMUNICATION

17.1 Notice Provisions and Communication

(a) For all purposes of this Funding Agreement, notice to a Party shall be delivered in writing or electronically to the addresses set out below. Notices shall be deemed to be received on the earlier of the time of actual receipt or two (2) clear days (excluding Saturdays, Sundays and civic holidays in the Province of Ontario) after the sending thereof. Addresses for notices to a Party are as follows:

For the IESO:

Organization: Independent Electricity System Operator
Address: 120 Adelaide Street West, Suite 1600
Toronto, Ontario
M5H 1T1

Attention: Education and Capacity Building Program

Phone No: (416) 969-6317

Email: ecb@ieso.ca

In the case of the Recipient, to the address of the Recipient or, if applicable the Lead Recipient, set out on the cover page of the Funding Agreement.

(b) No amendment, waiver or other contractual documentation relating to the ECB Program will be binding on the IESO unless it is executed by a representative of the IESO's ECB Program.

(c) 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 any other program or contract with the IESO, or under the IESO Market Rules. No notice to or from the IESO will be binding on the IESO pursuant to the Funding Agreement unless the sender of such notice identifies the recipient of such notice as "First Nations and Métis Relations – Energy Support Programs".

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SECTION 18 INTERPRETATION

18.1 Table of Contents and Headings

The inclusion of a table of contents and headings and the division of the Funding Agreement into articles, sections, and subsections are for convenience of reference only and will not affect the interpretation of the Funding Agreement. Unless otherwise indicated, any reference in the Funding Agreement to an article, section, subsection or Schedule refers to the specified article, section or subsection of or Schedule to the Funding Agreement.

18.2 Number and Gender

In the Funding Agreement:

(a) words importing the singular number will include the plural and vice versa;

(b) words importing gender will include all genders; and

(c) the term "including" or "includes" means including (or includes) without limitation.

18.3 Currency

Unless otherwise indicated, all dollar amounts referred to in the Funding Agreement are expressed in Canadian funds.

18.4 Time Periods and Business Days

(a) Time periods within which a payment is to be made or any other action is to be taken hereunder will be calculated excluding the day on which the period commences, but including the day on which the period ends.

(b) Whenever payment is to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment will be made or action taken on the next following Business Day.

18.5 Reasonableness

Whenever a Party is permitted or required to make a determination or decision or provide its consent pursuant to the Funding Agreement, the Party must act reasonably unless the Funding Agreement indicates that such Party may act otherwise (i.e. in its sole and absolute discretion).

18.6 Time is of the Essence

Time will at all times be of the essence of the Funding Agreement.

18.7 Entire Agreement

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At any particular time, the Funding Agreement, together with all Schedules then attached hereto (or as replaced and superseded in accordance with the terms of the Funding Agreement), constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in the Funding Agreement.

18.8 Governing Law

The Funding Agreement will be construed and governed by the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

18.9 Binding Agreement

The Funding Agreement will enure to the benefit of and will be binding on and enforceable by the Parties and, where the context so permits, their respective successors and the IESO's assigns. Except as otherwise set out in the Funding Agreement, the Funding Agreement will not confer upon any other Person except the Parties and their respective successors and the IESO assigns, any rights, interests, obligations or remedies under the Funding Agreement.

18.10 Assignment

The Recipient must not assign the Funding Agreement, in whole or in part, without the prior written consent of the IESO, whose consent will not be unreasonably withheld. The IESO shall have the right to assign the Funding Agreement to a third party at any time, without the consent of the Recipient, including a third-party program manager.

18.11 Severability

If any provision of the Funding Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

18.12 Amendments and Waivers

(a) This Funding Agreement may be amended, altered or modified only by a written document signed by both the Recipient and the IESO.

(b) Notwithstanding Section 18.12(a), any revisions to the Work Plan that are agreed to by the Parties shall amend Schedule C to this Agreement and be binding on the Parties once approved by the IESO.

(c) No waiver of any provision of the Funding Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise provided. Nothing will be construed to be or have the effect of a

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waiver, except an instrument in writing signed by the Party which expressly waives a provision under the Funding Agreement.

18.13 Interpretation

The Parties acknowledge and agree that any doubt or ambiguity in the meaning, application or enforceability of any term or provision of the Funding Agreement will not be construed or interpreted against the IESO or in favour of the Recipient when interpreting such term or provision.

18.14 No Agency, Joint Venture or Other Relationship

The IESO and the Recipient are independent operators and agree and declare that nothing in the Funding Agreement will be construed as creating a partnership, joint venture, or agency relationship between the Parties. Neither Party has any authority whatsoever to enter into legally binding obligations on behalf of the other.

18.15 Execution in Counterparts

The Funding Agreement may be executed in several counterparts, each of which so executed will be deemed to be an original, and such counterparts together will constitute one and the same instrument and will be deemed to bear the Contract Start Date set by the IESO.

18.16 Inconsistency with the Guidelines

In the case of any conflict between the Guidelines, the Application, and the Funding Agreement, the provisions of the Funding Agreement will prevail.

18.17 Survival

Section 8, Section 9, Section 10, Section 11, Section 12, Section 14, Section 16 and Section 17 of these terms and conditions will survive the termination of the Funding Agreement and continue in full force and effect.

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SCHEDULE B

DEFINITIONS

The following terms have the respective meaning stated below when used in the Funding Agreement:

Activities	means the activities approved by the IESO under each Milestone, as listed in Schedule C of this Funding Agreement.
Affiliate	means any Person that (1) Controls a party; (2) is Controlled by a party; or (3) is Controlled by the same Person that Controls a party.
Application	means the application submitted by the Recipient to the IESO under the ECB Program in respect of the Project.
Banking Authorization Form	means the banking authorization form for the ECB Program found on the Website.
Budget	means the budget submitted as part of the Application that is approved by the IESO and incorporated into Schedule C for the Costs associated with each Activity involved in the Project, including: (a) the total Cost of the Project and the total amount of funding requested for the Project; (b) a detailed breakdown of each Activity in the Project, including Internal Resources and External Resources, and their respective roles; and (c) if the total Cost of the Project exceeds the total amount of funding requested for the Project, a description of the amount and source of the other funds.
Business Day	means a day, other than a Saturday or Sunday or statutory holiday in the Province of Ontario.
Case Study	means the portion of the final Request for Funding Report that includes an overview of the Project, including resources and process, for use by the IESO on its Website and/or in its promotional materials.
Confidential Information	has the meaning given to it in Section 10.1(a) of Schedule A.

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Conflict of Interest	means any circumstance where the Recipient, or any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project or the use of the Disbursements.
Contract End Date	means the earlier of: (a) the date that is set out on the cover page to the Funding Agreement; (b) the date on which the IESO has paid the Maximum Funding Amount to the Recipient, and the Recipient has, in the sole and absolute discretion of the IESO, delivered all of the Deliverables to the IESO required under this Funding Agreement for Disbursements made, which Contract End Date is confirmed by the IESO in writing; or (c) the effective date of the termination of the Funding Agreement pursuant to Section 8.
Contract Start Date	means the date that is set out on the cover page to the Funding Agreement.
Control	means, with respect to a Person at any time, (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 fifty percent (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 ***Controlled by*** has a corresponding meaning.
Costs	means actual costs, expenses, fees, taxes, rates, or other consideration.
Default Event	has the meaning given to it in Section 8.2(a) of Schedule A.
Deliverables	means some or all of the deliverables as set out in Schedule C, which may include any or all of the following: (a) Request for Funding Report; (b) Banking Authorization Form; and

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	(c) Any other documentation as set out in Schedule C.
Disbursement	means the payment of funds to the Recipient in accordance with an approved Request for Funding Report for the associated Milestone, as set out in Schedule C.
Disclosing Party	means the party who discloses its Confidential Information to the Receiving Party by virtue of the Funding Agreement.
ECB Program	means the IESO's Education and Capacity Building Program.
Eligible Expenses	means the Costs incurred by the Recipient that are directly related, and reasonably necessary, to complete the Project, and includes: (a) additional Eligible Expenses listed in Schedule E; and (b) Eligible Internal Expenses and Eligible External Expenses, but specifically excludes Ineligible Expenses.
Eligible External Expenses	means those Costs that meet the criteria set out in Section 4.3 of Schedule A.
Eligible Internal Expenses	means those Costs that meet the criteria set out in Section 4.2 of Schedule A, and includes the salary, wages and benefits, contributions, assessments and taxes paid to Internal Resources.
Eligible Non-Indigenous Entity	means a Person that is not a First Nation or Métis Community, or a First Nation or Métis Organization, that meets the following criteria: (a) is a Joint Recipient under this Funding Agreement, together with a First Nation or Métis Community, or a First Nation or Métis Organization; and (b) provides a letter of support, satisfactory to the IESO, from the First Nation or Métis Community or First Nation or Métis Organization, for the Person's participation in the Project.
Excise Tax Act	means the Excise Tax Act (Canada) as amended.
External Resources	means the services of external duly qualified professional and technical consultants and contractors retained to carry out some or all of the Activities or deliver some or all of the Deliverables.
FIPPA	has the meaning given to it in Section 10.2 of Schedule A.

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First Nation or Métis Community	means, for the purposes of the ECB Program, (a) a First Nation in Ontario that is a "band" as defined in the Indian Act (Canada), as amended; (b) the Métis Nation of Ontario or any of its active Chartered Community Councils; or (c) a Person, other than a natural person, that has previously been determined by the Government of Ontario to represent the collective interests of a community that is composed of First Nation or Métis individuals.
First Nation or Métis Organization	means an organization that, as determined in the sole and absolute discretion of the IESO, represents the interests of more than one (1) First Nation or Métis Community, or was established to provide key services to one or more First Nation or Métis Communities or members of one or more First Nation or Métis Communities.
Funding Agreement	means this agreement.
Funding Agreement Identification Number	means the unique alphanumeric identifier that is assigned by the IESO to an Application.
Governmental Authority	means any federal, provincial, or municipal government, or any regulatory authority, agency, tribunal, commission, board or department of any such government, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the IESO, Ontario Energy Board, the Electrical Safety Authority, and, for those purposes, any Person acting under the authority of any Governmental Authority.
Guidelines	means the guidelines for the ECB Program issued by the IESO.
HST	means the harmonized sales tax applicable in Ontario.
IESO	means the Independent Electricity System Operator of Ontario, as established under Part II of the *Electricity Act* (Ontario), and its successors and assigns.
Ineligible Expenses	are the expenses listed in Section 4.4(a) of Schedule A.
Intellectual Property	has the meaning given to it in Section 11.1 of Schedule A.

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Internal Resource	means one or more employees (including a CEC) of the Recipient or, where applicable, the Joint Recipients collectively, devoted to a Project provided that: (a) the employee(s) carrying out the Work is 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 Work 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 Recipient by such employee other than in relation to the Project.
Invoices	means copies of invoices, bills or receipts issued by an External Resource, relating to Eligible External Expenses, that must at a minimum include: (a) an itemized invoice addressed to the Recipient on the External Resource's letterhead outlining the expenses incurred by the Recipient 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.

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Joint Recipient	means, where more than one (1) Recipient is a party to the Funding Agreement, any of the Recipients.
Lead Recipient	means, in the case of Joint Recipients, the Recipient under the Funding Agreement that the Joint Recipients have designated as the Lead Recipient, and that is the main contact that represents all Joint Recipients for the purposes of notices, other communications, instructions, and payment of funding.
Mandatory Submission Deadline	means the date by which all Deliverables associated with a Milestone must be filed with the IESO, as set out in Schedule C.
Maximum Funding Amount	has the meaning given to it in Section 5.1 of Schedule A.
Milestone	means the completion of certain Activities as part of the Funding Agreement, which correspond to a milestone number and for which the Recipient is entitled to submit a Request for Funding Report, as set out in Schedule C.
Notice of Default	means the notice required to be delivered by the IESO pursuant to Section 8.2(b) of Schedule A.
Parties	means the parties to this Agreement.
Person	means a natural person, First Nation that is a "band" as defined in the Indian Act (Canada), 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.
Processed Cheque	means a cheque paid by the Recipient's 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.
Project	means all the Activities in the Work Plan, together with the Deliverables, to be completed by the Recipient, based on the Application approved by the IESO, and funded under this Funding Agreement.

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Project Team	means all Internal Resources and External Resources with responsibility for the Project, as set out in the Application and approved by the IESO.
Proof of Payment	means evidence of payment confirming the Eligible Expenses incurred and paid by the Recipient in respect of the Project, and approved by the IESO, as outlined in the Funding Agreement, in at least one (1) of the following forms: (a) a Processed Cheque; (b) a cheque and accompanying bank statement reflective of the withdrawal amount and date from the Recipient's bank account; (c) a credit card statement reflective of the charged amount and date; (d) a signed letter from the External Resource on the External Resource's letterhead indicating that payment has been made in full by the Recipient in respect of the Project (referencing the Project) on the Invoice from the External Resource referencing (1) the number of such Invoice, (2) the total amount paid, and (3) the date payment was received; (e) payroll logs; or (f) other acceptable methods of proof of payment approved by the IESO, in its sole and absolute discretion; as applicable.
Receiving Party	means the party who receives Confidential Information from the Disclosing Party by virtue of the Funding Agreement.
Recipient	means the Person or Persons identified as the Recipient(s) on the cover page to the Funding Agreement, and includes the Lead Recipient.
Reports	has the meaning given to it in Section 3.1(a) of Schedule A.
Representatives	means a Person's directors, officers, shareholders, employees, auditors, consultants, advisors (including economic or legal advisors), contractors, and agents.
Request for Funding Report	means a Report, in the form found on the Website, addressed to the IESO from the Recipient that provides an evaluation of the Work undertaken to date and an update and assessment

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	of the Project's progress using the success measures described in the Application and specifies the requested Disbursement for the associated Milestone.
Schedules	means the schedules to this Funding Agreement, as set out on the cover page to the Funding Agreement.
Targeted Completion Date	means the date that an Activity is due to be completed, as set out in Schedule C.
Termination Event	has the meaning given to it in Section 8.3(a) of Schedule A.
Termination for Convenience Date	has the meaning given to it in Section 8.3(a)7 of Schedule A.
Threshold Amount	means the amount equivalent to forty percent (40%) of the Maximum Funding Amount.
Timesheet	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.
Travel, Meal and Hospitality Expenses Directive	means the Ontario Travel, Meal and Hospitality Expenses Directive to which the IESO is subject, as amended from time to time.
Website	means the IESO website.
Work	means the Activities and/or Deliverables specified in Schedule C.
Work Plan	means the Work plan as set out in the Application and approved by the IESO and outlined in Schedule C.

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SCHEDULE C

WORK PLAN AND BUDGET – MILESTONES, DELIVERABLES AND DISBURSEMENTS

Milestone Number [NTF: IESO to specify any other Milestones]	Activities to be Completed	Resource Name, Title and Company	Targeted Completion Date	Cost of Activity / Disbursement Payment (excludes HST)	Deliverables [NTF: IESO will specify any additional Deliverables to be included in Funding Agreement based on each Application.]	Mandatory Submission Deadline
1.	1.1		Upon execution of Funding Agreement	$	• Request for Funding Report	Upon execution of Funding Agreement
Milestone Disbursement Total Up to 20 % of the Maximum Funding Amount				**$**		
2.	2.1			$	• Request for Funding Report [NTF: IESO to specify any other documentation]	
	2.2			$		
	2.3			$		
	2.4			$		

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Milestone Number [NTF: IESO to specify any other Milestones]	Activities to be Completed	Resource Name, Title and Company	Targeted Completion Date	Cost of Activity / Disbursement Payment (excludes HST)	Deliverables [NTF: IESO will specify any additional Deliverables to be included in Funding Agreement based on each Application.]	Mandatory Submission Deadline
	2.5			$		
			Milestone Disbursement Total (Less Milestone 1 Disbursement)	**$**	• Request for Funding Report	
3.	3.1			$	• Request for Funding Report [NTF: IESO to specify any other documentation]	
	3.2			$		
	3.3			$		
	3.4			$		
	3.5			$		
			Milestone Disbursement Total	**$**		
4.	4.1			$		

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Milestone Number [NTF: IESO to specify any other Milestones]	Activities to be Completed	Resource Name, Title and Company	Targeted Completion Date	Cost of Activity / Disbursement Payment (excludes HST)	Deliverables [NTF: IESO will specify any additional Deliverables to be included in Funding Agreement based on each Application.]	Mandatory Submission Deadline
	4.2			$	• Request for Funding Report [NTF: IESO to specify any other documentation]	
	4.3			$		
	4.4			$		
	4.5			$		
Milestone Disbursement Total				**$**		
5.	5.1			$	• Request for Funding Report [NTF: IESO to specify any other documentation]	
	5.2			$		
	5.3			$		
	5.4			$		
	5.5			$		

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Milestone Number [NTF: IESO to specify any other Milestones]	Activities to be Completed	Resource Name, Title and Company	Targeted Completion Date	Cost of Activity / Disbursement Payment (excludes HST)	Deliverables [NTF: IESO will specify any additional Deliverables to be included in Funding Agreement based on each Application.]	Mandatory Submission Deadline
Milestone Disbursement Total				**$**		
Total Funding Amount				**$**		

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SCHEDULE D

ADDITIONAL ELIGIBLE EXPENSES OR INELIGIBLE EXPENSES (IF APPLICABLE)

[NTF: will be left blank if the IESO chooses not to add additional expenses.]

In addition to the Eligible Expenses set out in Schedule A, the following will also be considered Eligible Expenses, provided they are incurred and evidenced in accordance with the Funding Agreement:

Additional Eligible Expenses	
Item	Description

In addition to the Ineligible Expenses set out in Schedule A, the following will also be considered Ineligible Expenses:

Additional Ineligible Expenses	
Item	Description

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