** GRID INNOVATION FUND CONTRIBUTION AGREEMENT[[1]](#footnote-1)**

**RECITALS:**

1. The Independent Electricity System Operator (the “**IESO**”) established a fund (the “**Grid Innovation Fund**”) in 2005 to provide funding for action-oriented, sector-specific Conservation pilot projects.
2. [*insert name of Recipient*](the “**Recipient**”) has proposed a project to [*insert brief description and purpose of the project*] (the “**Project**”).
3. The Recipient has applied for, and the IESO has agreed to award, financial assistance (the “**Contribution**”) under the Grid Innovation Fund to the Recipient for carrying out the Project, subject to the terms and conditions set out in this agreement and the Schedules hereto.

**IN CONSIDERATION** of the covenants of the parties to this agreement, the parties covenant and agree with each other as follows:

1. **Definitions:** Capitalized terms are defined in the section opposite the term.

**DEFINED TERM SECTION**

AODA 3(c)

Confidential Information 10(a)

Conflict of Interest 23(a)

Contribution Recital III

Contribution Payment Amount 4(a)

Grid Innovation Fund Recital I

Dispute 16(a)

HST 4(c)

Milestone 4(a)

Milestone Report 9(a)

IESO Recital I

Project Recital II

Proposal Schedule “C”

Recipient Recital II

Recipient’s Marks 12(d)

1. **Schedules:** The following schedules are attached to and form a part of this agreement:

**Schedule “A”** Specific Project Requirements, etc.

**Schedule “B”** Invoices and Eligible Expenses

**Schedule “C”** Proposal

and such additional schedules in respect of which the IESO from time to time may notify the Recipient.

1. **Contribution Terms:**
	1. The Recipient shall:
		1. carry out the Project substantially as described in the Proposal, and meeting the specific requirements set forth in Schedule “A”;
		2. not obtain financial commitments from parties other than the IESO other than the commitments listed in Schedule “A”;
		3. use the Contribution solely for the purposes of the Project; and
		4. not make any material change to the Project without the prior written consent of the IESO.
	2. The IESO shall provide a Contribution of up to a maximum of $[*insert maximum funding amount*] (including all reimbursements, expenses and any other payments) plus applicable sales taxes to the Project.
	3. The Recipient will comply with all IESO policies and all applicable laws relating to the *Accessibility for Ontarians with Disabilities Act, 2005*, as may be amended (the “**AODA**”) that are applicable to the performance of the Recipient’s obligations hereunder.
	4. The Recipient agrees to comply with the information and communications standards applicable to a “large organization” under O. Reg. 191/11: Integrated Accessibility Standards Regulation under the AODA, including conforming with the World Wide Web Consortium Web Content Accessibility Guidelines (WCAG), accessible websites and web content requirements. When performing the obligations hereunder, the Recipient will ensure the Project deliverables, including all communications, documentation, information, web content, web pages, and websites that are distributed or made publicly available by the Recipient or are intended to be distributed or made publicly available by the IESO, are in compliance with these requirements or are provided in a format otherwise specified by the IESO in writing.
2. **Contribution Payment Terms:** The IESO shall pay the Contribution as follows:
	1. Following completion of each project milestone specified in Schedule “A” (each a “**Milestone**”) and provided that (i) the Recipient is not in breach of any of its obligations under this agreement, (ii) the Recipient has completed and delivered the Milestone Report, and (ii) the Milestone Report has been accepted by the IESO, the Recipient shall be entitled to submit an invoice for reimbursement of the “Eligible Expenses” specified in Schedule B up to the contribution payment amount (a “**Contribution Payment Amount**”) corresponding to that Milestone, as specified in Schedule “A”.
	2. All invoices must reference the applicable Milestone and Milestone Report and may include only “Eligible Expenses”. The IESO may accept or refuse an invoice, acting reasonably. Invoices that are accepted by the IESO will be funded within 30 days after the day on which such invoice is received.
	3. Harmonized Sales Tax (“**HST**”) and all other applicable taxes will be shown separately on all invoices.  The Recipient shall deduct all recoverable HST from expenses and other costs of the Recipient before calculating HST on amounts to be invoiced to the IESO.  The Recipient shall provide the IESO at the time of issuing the invoice with all supporting documentation required for the IESO to claim an input tax credit in respect of the HST incurred by it in connection with this agreement. The IESO has the right to request further details (including copies of previously submitted invoices or any documentation required in support thereof) in order to establish its claim for any input tax credit or rebate in respect of any HST incurred by the IESO in connection with this agreement.  The Recipient shall co-operate to the reasonable extent necessary in providing such documentation to the IESO on a timely basis.
3. **No Duplicate Funding:** Except as expressly permitted in Schedule A, the Recipient shall not invoice, apply for or accept:
	1. duplicate funding for the Project or any part of the Project; or
	2. additional funding from (i) the IESO, or (ii) any IESO administered or funded program.
4. **No Subcontracting:**
	1. If the Recipient uses all or any part of the Contribution to fund the purchase of work, services or goods from third parties (other than hiring employees) in an amount greater than $50,000.00, the Recipient shall:
		1. use a competitive bidding process to purchase such work, services or goods, and
		2. obtain the written approval of the IESO before awarding the subcontract.
	2. Third parties that are identified as members of the Project team in the Project Proposal, and whose costs are accurately reflected in the Proposal budget, as well as any subcontractors identified and approved as part of the Project Proposal, will not be subject to section 6(a)(ii).
	3. The Recipient will not hire or purchase work, services or goods from any third party that has a Conflict of Interest with the Recipient or the Project.

**7. Term and Termination:** This agreement will continue until [*insert project termination date*], unless earlier terminated under any one of the following circumstances:

(a)IESO may terminate this agreement immediately at any time during the Term if funding to
 the IESO is terminated or the Grid Innovation Fund is suspended, revoked or terminated. In
 such instance IESO shall make payment to the Recipient only of amounts then due but as
 yet unpaid. The Recipient agrees that such amount shall be its sole and exclusive payment,
 and it shall not be entitled to any other amounts whether as damages, costs, expenses or
 otherwise.

(b) This agreement may be terminated at any time by either party upon 90 days prior written
 notice. In such instance IESO shall make payment to the Recipient of amounts due but
 unpaid on the termination date. The Recipient agrees that such amount shall be its sole and
 exclusive payment, and it shall not be entitled to any other amounts whether as damages,
 costs, expenses or otherwise.

(c) This agreement may be terminated by the IESO if the Recipient fails to deliver a Milestone
 Report acceptable to the IESO within 30 days of receipt by the Recipient of the IESO
 comments thereon, without obligation or recourse by either party. In such instance, the Recipient shall not be entitled to any further Contribution payments, or other payments whether as damages, expenses, costs or otherwise.

(d) This agreement may be terminated by either party if:

* + 1. the other party materially fails to perform a covenant or obligation and fails to remedy such default within 15 days after receiving notice thereof, or
		2. a statement, representation or warranty contained in this agreement, the Recipient’s application for funding or any other information provided to the IESO is materially untrue, and
		3. if the defaulting party is the Recipient, the Recipient shall immediately repay all or any part of the Contribution advanced to the Recipient after:
			1. such breach in the case of paragraph (i), or
			2. the date on which the statement, representation or warranty was made in the case of paragraph (ii).

**8. Representations and Warranties:** The Recipient represents and warrants to the IESO that (a) the
Recipient is duly organized and validly existing under the laws of the jurisdiction of its organization
or incorporation and has all necessary power and authority to enter into this agreement and to
perform its obligations hereunder; (b) this agreement is duly authorized, validly executed, will
constitute a binding obligation of the Recipient in accordance with its terms, and will not result in
a breach or violation of, constitute a default under, or cause a termination, cancellation or
acceleration of any other material obligation of the Recipient; (c) the Recipient has the necessary
experience, skill and personnel to perform its obligations hereunder; (d) there are no bankruptcy,
insolvency, reorganization, receivership, seizure, realization, arrangement or other similar
proceedings pending against or being contemplated against the Recipient; and (e) all information provided by the Recipient to the IESO in the course of applying to the Grid Innovation Fund, including the Project Proposal, is not misleading in any material respect, and the Recipient has not failed to disclose any information that would make the information disclosed misleading.

**9. Reporting and Meetings:**

* 1. The Recipient shall deliver a report (a “**Milestone Report**”) in the form prescribed, from time to time, to the IESO following completion of each Milestone.
	2. If the Recipient fails to complete a Milestone by its expected completion date, the Recipient shall, if requested by the IESO, prepare and deliver, within 30 days of the request, a report (i) explaining the reason for any failure to complete a Milestone by the expected completion date, (ii) detailing any activities being taken to address the issues creating the delay to completion, and (ii) providing an revised expected completion date.
	3. The Recipient shall deliver periodic reports with respect to the Project upon the reasonable request of the IESO, including reports as to the status or progress of the Project, barriers and impediments to the advancement of the Project, outcomes of the Project and lessons learned from the implementation of the Project.
	4. The Recipient shall deliver any reports as and when specified in Schedule A.
	5. All Milestone Reports and any other report delivered under this agreement shall be free of restrictions on use or confidentiality and subject to subsection 12(c).

**10. Confidentiality:**

(a) “**Confidential Information**” means any information in any format (including discussions)
 identified as confidential by the disclosing party, including, without limitation, information
 concerning past, present or future customers, suppliers, technology, operations, processes,
 know-how or business; provided that, information which:

* + 1. is authorized in writing for release by the disclosing party;
		2. is required to be disclosed by law or order of a court, government tribunal, government agency, or Government of Ontario (or any of its Ministries or representatives);
		3. is or becomes part of public domain without material breach of this agreement by the party seeking to rely on this exclusion; or
		4. was independently developed by the receiving party without relying on any Confidential Information provided by the disclosing party,

will not be considered Confidential Information.

* 1. A party may disclose Confidential Information to the other party to facilitate work under this agreement. The receiving party shall safeguard and keep such information strictly confidential in accordance with its own standards for keeping confidential information, and at a minimum shall take such steps as a reasonably prudent commercial enterprise would take to protect such information from disclosure. Each party agrees that such information will be safeguarded and only disclosed to persons with a need to know who have been made aware of the confidentiality obligations under this agreement and who are bound to keep such information confidential.
	2. The receiving party will not use the disclosing party’s Confidential Information for any purpose except for directly facilitating work under this agreement.

**11. Privacy:** The Recipient acknowledges that the Freedom of Information and Protection of Privacy Act
 binds the IESO and that information provided to the IESO may be subject to disclosure under that
 Act.

**12. Intellectual Property:**

(a) “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.

(b) 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 this agreement except as provided expressly for herein.

(c) The Recipient grants the IESO a non-exclusive, perpetual, royalty-free, irrevocable,
 worldwide and paid up right to use, modify, disclose, reproduce, publish, copy and
 distribute a Milestone Report or any other report delivered pursuant to this agreement in
 whole or in part.

* 1. The Recipient grants to the IESO a non-exclusive, non-transferable, royalty-free license to
	display the Recipient’s marks, trademarks, official marks, logos and the like (the
	“**Recipient’s Marks**”) solely in connection with the exercise of the IESO’s rights in section
	13. All such displays of the Recipient’s Marks will comply with reasonable guidelines related thereto that may be provided by the Recipient to the IESO from time to time.
	2. The Recipient shall indemnify and hold harmless the IESO from all actions, claims, costs,
	losses, damages, expenses arising out of or relating to any actual or alleged infringements
	of third party Intellectual Property rights by the Recipient.
	3. The Recipient represents and warrants that it has obtained all required third party consents, permissions and authorizations to carry out the Project and to do all things contemplated in this agreement, including granting the IESO the use rights in section 13(b).

**13. Publicity:**

(a) The Recipient shall recognize the IESO’s Contribution in all publicity or publications related
 to the Project verbally and in written documents by including the following text:

**“This project was made possible through the financial support of the Independent Electricity System Operator.”**

(b) The Recipient shall obtain the IESO’s approval of all public display and communications
 materials used by the Recipient in respect of the Project, and will offer the IESO the
 opportunity to co-brand all such material with marks owned or licensed to the IESO and to
 include quotes or other material at the IESO’s discretion. The Recipient shall provide the
 IESO with all public display and communications materials for approval and co-branding a
 minimum of 10 days before the planned use of such materials.

(c) The IESO may make reference to the Project and to the IESO’s financial sponsorship in any
 publicity or publication. The Recipient agrees that the IESO may use and make public the
 following information for publicity purposes:

* + 1. A description of the Project and the Recipient’s Marks;
		2. the Recipient’s Marks;
		3. project progress, lessons, and results;
		4. Recipient contact information; and
		5. any Milestone Report or other report delivered under this agreement, in part or a summary thereof.

(d) The Recipient shall not request that the IESO endorses any product or thing developed or
 produced as a result of, or in connection with, the Project.

**14. Limitation of Liability and Indemnification:**

* 1. 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 agreement, and the Recipient agrees to indemnify and save the IESO harmless therefrom.
	2. 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:

(i) the Recipient’s breach of any provision of this agreement; or

(ii) 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 agreement
 or as a result of, or in connection with, the Project.

**15. Insurance:**

(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 carrying out the Project. 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 this
 agreement.

(b) The Recipient shall, upon request of the IESO, provide proof of the insurance required by
 this agreement in the form of valid certificates of insurance and confirm the required
 coverage exists, as at the time of the commencement of this 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 shall be made available to it.

**16. Dispute Resolution:**

(a) Any controversy, dispute, difference, question or claim (collectively a “**Dispute**”) arising
 between the Parties in connection with the interpretation, performance, construction or
 implementation of this agreement that cannot be resolved within 10 days after the Dispute
 has arisen will be settled in accordance with this section.

(b) The aggrieved party will send the other party written notice identifying the Dispute, the
 amount involved, if any, and the remedy sought, and invoking the procedures of this
 section. If the Dispute cannot be resolved within 30 days of the date the Dispute arose or
 such later date as agreed to by the parties, the Dispute will be resolved by arbitration in
 accordance with subsections 16(c), 16(d) and 16(e).

(c) The parties will submit any arbitration under this agreement to a single arbitrator agreed
 upon by both parties. If the Parties cannot agree upon a single arbitrator within 10 days
 after the Dispute is referred to arbitration, either party may make an application to a court
 of competent jurisdiction for appointment of an arbitrator. Any arbitrator selected to act
 under this agreement will be qualified by education, training and experience to pass on the
 particular question in Dispute and will have no current or past business, financial
 relationship or connection to either of the parties other than acting in previous arbitrations.

(d) The arbitrator will provide each of the parties an opportunity to be heard and will conduct
 the arbitration hearing in accordance with the Arbitration Act. Unless otherwise agreed by
 the parties, the arbitrator will render a decision within 90 days after the end of the
 arbitration hearing and will notify the Parties in writing of such decision with reasons. The
 decision of the arbitrator will be conclusive, final and binding on the parties. The decision of
 the arbitrator may be appealed solely on the grounds that the conduct of the arbitrator, or
 the decision itself, violated the Arbitration Act. The Arbitration Act will govern the
 procedures to apply in the enforcement of any award made. If it is necessary to enforce
 such award, all costs of enforcement will be payable and paid by the party against whom
 such award is enforced. Unless otherwise provided in the arbitral award, each party will
 bear (and be solely responsible for) its own costs incurred during the arbitration process,
 and each party will bear (and be solely responsible for) its equal share of the costs of the
 arbitrator. Each party will otherwise be responsible for its own costs incurred during the
 arbitration process.

(e) All proceedings and the making of the award in respect of subsection 16(d) will be in private
 and the parties will ensure that the conduct of the arbitration and the terms of the award
 will, subject to registration of any award in court, be kept confidential unless the parties
 otherwise agree; provided, however, that such obligation to maintain confidentiality will not
 prohibit any party from complying with any applicable laws and regulations.

**17. Record Keeping:** The Recipient will maintain proper and distinct books, records, contracts, accounts,
 invoices and all other information relating to the Project and the Contribution during the term of
 this agreement and for a period of seven years thereafter. During that period, the Recipient shall
 provide the IESO, its agents, the Government of Ontario and the Ontario Energy Board 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
 30 days. The Recipient shall comply with all laws and regulations applicable to it, including any
 privacy obligations.

**18. Amendments and No Waiver of Rights:** This agreement may be amended or altered or modified only by a written document signed by both the Recipient and the IESO. A failure or delay in exercising any right, power or privilege in respect of the agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

**19. Assignment:** The Recipient may not assign this agreement in whole or in part without the prior
 written consent of the IESO.

**20. Inconsistency:** In the event of any inconsistency between the provisions of this agreement and any
 schedule to the agreement, the agreement will prevail.

**21. No Partnership:** The IESO and the Recipient are independent operators and (a) nothing in this
 agreement will be construed as creating a partnership, joint venture, or agency relationship
 between the parties; (b) neither party has any authority whatsoever to enter into legally binding
 obligations on behalf of the other, and (c) neither party shall make any representation to the
 contrary.

**22. Survival:** Terms, provisions, covenants and conditions contained in this agreement which, by their
 nature or terms, require their performance by the parties after the expiration or termination of this
 agreement shall continue in full force and effect following such expiry or termination, including
 sections 9, 10, 12(d), 13, and 17.

**23. Conflict of Interest:**

1. The Recipient must carry out its obligations and use the contribution amount without any actual, or potential Conflict of Interest, where a “**Conflict of Interest**” includes any situation or circumstance where, in relation to the performance of its obligations under this agreement, the Recipient’s other commitments, relationships or financial interests: (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its obligations hereunder.
2. The Recipient will: (i) avoid any Conflict of Interest in the performance of its obligations under this agreement; (ii) disclose to IESO without delay any actual or potential Conflict of Interest that arises during the performance of this agreement; and (iii) comply with any requirements prescribed by the IESO to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or equity, the IESO may immediately terminate this Agreement upon giving notice to the Recipient if: (i) Recipient fails or has failed to disclose an actual or potential Conflict of Interest; (ii) Recipient fails to comply with any requirements prescribed by the IESO to resolve a Conflict of Interest; or (iii) a Conflict of Interest cannot be resolved.

**24. Governing Law:** The agreement shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario including the laws of Canada as applicable therein and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom. The jurisdiction of any proceeding commenced by the Recipient will vest solely and exclusively in Ontario, and the Recipient will not file a proceeding in any other jurisdiction.

**25. Notices:**

For all purposes of this 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 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: Grid Innovation Fund Team

 Telephone: 416-969-6029

 Email: gridinnovationfund@ieso.ca

For the Recipient:

 Organization:

 Address:

 Attention:

 Telephone:

 Email:

Copy to:

 Attention:

 Telephone:

 Email:

**26. Effectiveness Date:** This agreement will become effective when all the parties have signed it. The
 date this agreement is signed by the last party to sign it (as indicated by the date associated with
 that party’s signature) will be deemed the effective date of this agreement.

Each party is signing this agreement on the date stated beneath that party’s signature.

**INDEPENDENT ELECTRICITY SYSTEM OPERATOR [*INSERT RECIPIENT NAME]***

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: Name:

 Title: Title:

 Date: Date:

**This schedule may or may not be applicable depending on your project.**

**SCHEDULE “A”**

**Specific Project Requirements, etc.**

**SPECIFIC PROJECT REQUIREMENTS**

For the purposes of section 3(a)(i) of this agreement, the following are the specific requirements:

**1. Definitions:**

In this Schedule, the following definitions apply (in addition to the definitions set out elsewhere in this agreement):

“Applicable Law” means any domestic or foreign law, regulation, order, judgment, directive, or other requirement or guideline published (including by the Ontario Energy Board, the Ministry of Energy, the Information and Privacy Commissioner or any other governmental authority) or in force at any time during the term of this agreement which applies to or is otherwise intended to govern or regulate any person (including any party), data, information, activity, event or other matter.

“Collection Period” means the time period identified in Attachment 1 during which the Recipient will collect Project Data from Participants.

“Project Data” means the data elements and information (modified where necessary to sufficiently render it non-personal information) identified in Attachment 1.

“IESO Instruction” means any written direction or instruction provided by IESO to the Recipient, including as set out in Attachment 1.

“Participant” means any individual, corporation, partnership, organization or entity that obtains a product or service from the Recipient that is the subject of the Project.

**2. Project Data**

1. Throughout the Collection Period, the Recipient will collect the Project Data from each Participant in accordance with Attachment 1 and any other IESO Instruction. Immediately upon collection, the Recipient will modify the Project Data where necessary to sufficiently render it non-personal information. Without limiting the foregoing, the Recipient will: (i) remove both direct identifiers, including name, home address, telephone number, account number and smart meter number, and indirect identifiers (i.e., any fields of information that may be used on their own or in combination with other indirect identifiers or other information to indirectly identify a *residential Participant* or other individual); (ii) implement any IESO Instruction, and (iii) maintain de-identification policies, procedures and practices or follow such policies, procedures and practices set out by the Information and Privacy Commissioner of Ontario, to ensure that they are and continue to be consistent with industry standards and best practices, technological advancements, Applicable Law, and emerging risks.
2. Once de-identified in accordance with subsection (a), the Recipient will at the frequency set out in Attachment 1 or an IESO Instruction, deliver the Project Data to IESO using a secure method identified by IESO in writing.
3. The Recipient will obtain from each Participant or any other third party any required consents, permissions and authorizations to carry out the Project and do all things contemplated by the agreement, including IESO’s collection, use and disclosure of the Project Data.
4. The Recipient will comply with all Applicable Law in carrying out the Project, including in respect of the Recipient’s collection, use or disclosure of Project Data and information about identifiable individuals.
5. If the Recipient is unable to confirm it has obtained the necessary consents, permissions and authorizations required in section c), the Recipient will implement any IESO Instruction concerning the Recipient’s interactions with Participants in respect of the disclosure of Project Data to IESO and IESO’s subsequent use and disclosure of such data. Without limiting the foregoing or the Recipient’s obligations under sections c) or d), the Recipient will provide prominent and clear advance notice to each Participant, in a form approved in writing by IESO, that:

	1. the Recipient will be collecting information about the Participant’s participation in the Project, including information about the Participant’s consumption of electricity, modifying it to remove a residential Participant’s or other individual’s name and address, and then disclosing the modified data to IESO;
	2. IESO will be collecting, using and, potentially, disclosing the data it receives from the Recipient under the legal authority it has pursuant to the Electricity Act, 1998, Statutes of Ontario 1998, c.15 and only as necessary to advance its statutory objects;
	3. the principal purposes for which IESO will collect, use and disclose the data are:

   i.     activities in support of ensuring adequate, reliable and secure electricity supply and resources in Ontario, diversifying sources of energy supply, load management, electricity conservation and the efficient use of electricity;

   ii.     forecasting electricity demand and the adequacy and reliability of electricity resources for Ontario for the short term, medium term and long term;

   iii.    planning for electricity generation, demand management, conservation and transmission;

 iv. activities related to contracting for the procurement of electricity supply, electricity capacity, electricity storage, transmission systems or any part of such systems and conservation resources (which may include developing new wholesale market products and/or interfaces between the wholesale and retail markets); and

v. directing the operation and maintaining the reliability of the IESO-controlled grid.

* 1. by acquiring the Recipient’s service or product, the consumer authorizes IESO to collect, use and disclose the data received from the Recipient;
	2. if the Participant has any questions about the collection of data by IESO, they can contact IESO’s Privacy Officer (privacy@ieso.ca, 120 Adelaide Street West, Suite 1600, Toronto, ON M5H 1T1, or 416-969-6277).
1. The Recipient agrees and acknowledges that IESO will collect, use and disclose the data it receives from the Recipient to advance its statutory purposes, including for the purposes identified in subparagraph c. of section e) above.
2. The Recipient will ensure that the data that it provides to IESO is de-identified, accurate and up to date.
3. During the term of this agreement and for a period of seven years thereafter, the Recipient will maintain proper and distinct records and all other information relating to the data and activities contemplated by this schedule and all other terms of this agreement applicable to privacy and the handling of data. The Recipient shall provide the IESO, its agents, the Government of Ontario, the Information and Privacy Commissioner and the Ontario Energy Board with access to such records and information, including for audit examination, process audit or evaluation, measurement and verification, in accordance with section 17 (Recordkeeping) of the agreement.
4. Each twelve months, during the term of this agreement, the Recipient will have one of its senior officers certify the Recipient’s full compliance with this schedule and all other terms of this agreement applicable to privacy and the handling of data. The certification will be provided in writing, signed by the senior officer, and delivered to the IESO no later than the first anniversary the day on which this agreement becomes effective and each anniversary thereafter.
5. The IESO has the right to verify the Recipient’s compliance with this agreement, including by engaging an independent audit firm. The Recipient will provide all assistance reasonably requested by IESO or its third party auditor and, without limitation, will provide the IESO or its third party auditor with access to the Recipient’s records, information, facilities and systems as reasonably required to carry out such verification. For further certainty, the foregoing will be limited to reasonable access to such records, information, facilities and systems that are relevant to verify compliance with the terms of this agreement. If verification reveals any non-compliance by Recipient with this agreement, the Recipient shall reimburse the IESO for the costs the IESO has incurred or incurs in carrying out the verification.

**FINANCIAL COMMITMENTS (NON-IESO)**

For the purposes of section 3(a)(ii) of this agreement, the following commitments shall be obtained:



**PROJECT MILESTONES**

Please provide details on all Project Milestones. Include additional rows as required. Milestone descriptions should be consistent with Schedule “C”.

| **Milestone Number** | **Reporting Milestone** | **Target Completion Date (dd/mm/yyyy)** | **Contribution Amount** |
| --- | --- | --- | --- |
| 1 | [*insert milestone description*]Activities:* *List milestone activities.*

Deliverables:* *List milestone deliverables.*
 | dd/mm/yyyy | $[*insert milestone value*] |
| 2 | [*insert milestone description*]Activities:* *List milestone activities.*

Deliverables:* *List milestone deliverables.*
 | dd/mm/yyyy | $[*insert milestone value*] |
| 3 | [*insert milestone description*]Activities:* *List milestone activities.*

Deliverables:*List milestone deliverables.* | dd/mm/yyyy | $[*insert milestone value*] |
|  |  | **Total** | [*iinsert maximum funding amount*] |

**PERMITTED FUNDING**

For the purposes of section 5 of this agreement, the following funding is permitted:

Section 5(a) – Duplicate Funding

[*Insert any permitted duplicate funding/if none insert “Not Applicable”*]

Section 5(b) – Additional Funding from IESO or IESO Administered or Funded Program

[*Insert any permitted additional funding from IESO or IESO Administered or Funded Program/if none insert “Not Applicable”*]

**ADDITIONAL REPORTS**

For the purposes of section 9(d) of this agreement, the following reports are required:

### Upon request, which shall be no later than five (5) years following the completion of the Project, the Recipient shall provide to the IESO a report specifying the long-term impacts of the Project. The IESO may request that such report include information regarding the market effects of the Project, including but not limited to, the broader rollout of the Project and related electricity system impacts, changes in regulated and formalized structures, influences on decision and policy makers, acceleration in availability/adoption of solutions, and additional investments in the solution.

(b) Any other reports required as described in Schedule C.

**This attachment may or may not be applicable depending on your project.**

**Attachment 1 to Schedule A
GRID INNOVATION FUND CONTRIBUTION AGREEMENT**

This Attachment forms part of Schedule A to the Grid Innovation Fund Contribution Agreement between Independent Electricity System Operator and [*insert name of Recipient*] in respect of the [*insert project name*] Project.

**Project Data**

For the purposes of section 1 of Schedule A, the Recipient will collect the following data elements from Participants:

***Static Project Data***

***The table below applies to all Projects and all Resources that are part of this agreement, subject to the limitations in the “Description” column.***

| **Data Element** | **Description** |
| --- | --- |
| Business Name and Address of Commercial Participant (Note: names and addresses of residential Participants or residences are excluded) | List business name and business address of each commercial Participant. |
| Project Name |  |
| Program Funding Sources  | List all sources of funding other than the IESO Grid Innovation Fund. |
| Project Testing Duration  | List the date range during which Project testing will take place. |
| Local Distribution Company (“**LDC**”) | The name of the LDC or LDCs spanning each Project identified in the Project Name field.  |
| Delivery Point ID[[2]](#footnote-2)\*  | The deemed commercial point of delivery of the Resource or Aggregated Resource, as the case may be, as determined by the LDC. |
| LDC Wholesale Market Delivery Point ID(s)  | This is the ID of the host LDC’s delivery point to the IESO-controlled grid to which the Resource or Aggregated Resource is mapped. |
| Substation(s) at connection point to IESO-Controlled Grid | The name of each applicable substation as registered with the IESO or as labelled in the network model(s) of the above-identified LDC(s). |
| Location  | Address in Ontario of each premise where each Resource resides, where such premise is **not** associated with a residential Participant.  |
| Technology Type(s) | The type of technology underlying each Resource comprising each Project.  |
| Description of Resources  | List each Resource; if aggregated, include a description of the Resources that make up the aggregation, including:* The number of Resources by technology type
* The Resource ID for the individual Resource where such Resource does not reside on a premise associated with a residential Participant; OR the Resource ID of the Aggregated Resources.
 |
| Resource | An individual distributed energy resource that can be controlled in order to vary its power input or output. It may be directly connected to a distribution system or embedded in a Participant’s site. |
| Aggregated Resource  | Indicate whether Aggregated Resources will be used (Y/N). |
| Number of Aggregated Resources (*if applicable*) | Number of individual Resources that make up the aggregation. |
| Energy Storage Capacity of the Resource (*if applicable*) | * Energy capacity of each individual Resource, to the nearest kWh; or
* Energy capacity of each Aggregated Resource, to the nearest kWh.
 |
| Maximum Charging Rate of the Resource (*if applicable*) | * Maximum instantaneous capacity for each individual Resource, while **charging**, to the nearest kW; or,
* Maximum instantaneous capacity for each Aggregated Resource, while **charging**, to the nearest kW.
 |
| Maximum Discharging Rate of the Resource (*if applicable*) | * Maximum instantaneous capacity of each individual Resource, while **discharging**, to the nearest kW; or,
* Maximum instantaneous capacity of each Aggregated Resource, while **discharging**, to the nearest kW.
 |
| Operating (Ambient) Temperature Range Certified by Equipment Manufacturer | * Temperature range in degrees Celsius, to the maximum level of accuracy provided by the equipment manufacturer.
 |
| Power Capacity of a Resource That Cannot Store Energy | * Maximum instantaneous capacity for each individual Resource, that is not an energy storage Resource, to the nearest kW.
 |
| Resource ID[[3]](#footnote-3)\*  | The Resource identifier of the Aggregated Resource or individual Resource being tested. |

***Dynamic Project Data***

***The table below applies to Projects and all Resources that are part of this agreement, subject to the exceptions noted in the “Description” column.***

| **Data Element** | **Description** |
| --- | --- |
| Average Power Output | **Applicable to Resources providing operating reserve (“OR”) only.** In units of kW, based on 1 hour of operation following the timestamp of an operating reserve activation call and must account for losses to the deemed delivery point as well as capacity limits. |
| Instantaneous Accuracy | The expected accuracy of the Resource or Aggregated Resources’ adherence to a dispatch instruction expressed as a percentage error range around any given dispatched value. If accuracy ranges vary by power output, please specify.$$Instantaneous Accuracy =1- \left[\frac{\left|Power output/input (AC) - Target Output/Input (AC) for time interva\right|}{Target Output/Input (AC) for time interval}\right]$$**For Demand Response (“DR”), this value must not exceed 15%.** |
| Maximum Sampling Rate | **Applicable to Resources providing regulation service and DR only.**  The maximum rate at which the each kW-based data point can be sampled, in units of samples per second. |
| Measured Power output/input (AC) - delivery point level - OR target time.  | **Applicable to Resources providing OR only.** AC power entering or exiting each delivery point to the distribution system for each Resource or for each Aggregated Resource, as the case may be, at the timestamp of the OR call. |
| Measured Power output/input (AC) - delivery point level at OR Call | **Applicable to Resources providing OR only.** AC power entering or exiting each delivery point to the distribution system for each Resource or for each Aggregated Resource, as the case may be, at 10 minutes or 30 minutes after OR activation call - depending on class of OR being tested. |
| Minimum Sampling Rate | **Applicable to Resources participating in target ramp rate test cases only.** The minimum sampling rate of active power (minimum of one sample every 5 min). |
| OR Dispatch Quantity | **Applicable to Resources providing OR only.** The quantity of operating reserve, in kW, dispatched for each for each Resource or for each Aggregated Resource, as the case may be. |
| Offered DR Power Capacity | **Applicable to Resources participating in DR test cases only.**The quantity of DR, in kW, dispatched for each for each Resource or for each Aggregated Resource, as the case may be. |
| Offered DR Ramp Rate - Ramp down rate | **Applicable to Resources participating in DR test cases only.** The offered rate, in kW/minute, at which each Resource or for each Aggregated Resource, as the case may be, can reduce energy consumption. |
| Offered DR Ramp Rate - Ramp up rate | **Applicable to Resources participating in DR test cases only.** The offered rate, in kW/minute, at which each for each Resource or for each Aggregated Resource, as the case may be, can increase energy consumption. |
| Target Ramp Rate | The target/offered ramp rate, in kW/minute, being tested for each test case. |
| Ramp Rate Accuracy | The accuracy of the ramp rate, expressed as a percentage of Target Ramp Rate, observed in each test case testing cycle expressed as the observed error rate derived from target/offered Ramp Rate and the observed ramp rate per the formula below:$$Ramp Rate Accuracy =1- \left[\frac{\left|Observed Ramp Rate – Target Ramp Rate\right|}{Target Ramp Rate}\right]$$ |
| Regulation Capacity | **Applicable to Resources participating in regulation service test cases only.** The offered amount of regulation capacity being tested for this test case for each Resource or for each Aggregated Resource, as the case may be.**Example 1:** If a storage Resource is able to draw a maximum of 500.0 kW and inject a maximum of 500.0 kW, then the offered regulation capacity would be ± 500 kW**Example 2:** If a generation Resource is able to offer 250.0 kW above and 250.0 kW below a given basepoint, then the offered regulation capacity would be ± 250.0 kW. |
| Regulation Signal Setpoint - issued by the IESO  | **Applicable to Resources participating in regulation service test cases only.** Record the power output or input setpoint for each logical system unit that is associated with a delivery point into the distribution system. Maximum sampling period is every 4 seconds. |
| System Load | **Applicable to Resources participating in OR test cases only.****NOT applicable to residential Participants.**The load of the facility, in kW in which an individual Resource is embedded. |
| System Response Latency | **Applicable to Resources participating in regulation service test cases only.**Response time (time until response after the central controller sends a signal to distributed units), in units of seconds to the nearest millisecond. |
| Target Power output/input (AC) | **Applicable to Resources participating in target ramp rate test cases only.** The target Power output/input (AC) level to be reached at the end of each hour in the test. |
| Ambient Temperature | The ambient temperature in the vicinity of a Resource in degrees Celsius. |
| Grid Voltage | Observed grid voltage at or near each tested delivery point to the maximum level of accuracy obtainable by the LDC.  |
| Measured Power output/input (AC) - delivery point level | AC power entering or exiting each relevant delivery point to the distribution system to the nearest kW. Maximum sampling period is every 4 seconds. |
| System Temperature | The internal temperature of the Resource in degrees Celsius as recorded by the Resource itself. |
| Resource ID[[4]](#footnote-4)\* | As defined in the “*Static Project Data*” table. |
| Day | The date that the data element was recorded by primary instrumentation at the measurement point. |
| Operating Reserve Activation Call | The timestamp of the OR Activation Call. |
| Time | The time that the data element was recorded by primary instrumentation at the measurement point. |

**Frequency and Period of Collection**

The frequency and period of collection will be for the duration of the Agreement as set out in the testing schedule to be provided by the IESO and as may be amended by the IESO from time to time.

**De-identification Requirements**

For the purposes of section 2(a) of Schedule A, the Recipient will modify the Project Data by:

1. removing all name, address, telephone number, account number, meter number and information that may allow a household or individual to be identified; and
2. aggregating all data as necessary to ensure that it is not linkable, on their own or in combination with other information, to an identifiable household or individual; and

Without limiting subsection (ii), the Recipient will aggregate all Project Data at the virtual power plant (“VPP”) level. To ensure that data cannot be linked back to an individual or individual residence, no fewer than 20distinct Resources, where such Resources reside on a premise associated with a residential Participant, must be included in a VPP. For example, if 40 battery storage units and 1 solar roof were included in a VPP, the data from the solar roof would either: not be included; or the VPP would be adjusted to increase the number of solar roofs so that the solar roof data could not be linked back to an individual residence.

1. For clarity, the Recipient is:
	1. not to send residential location identification data to IESO;
	2. to aggregate the following data at the VPP level prior to sending same to the IESO:
		1. Delivery Point ID;
		2. Resource ID;
		3. Program Funding Sources;
		4. Project Name;
		5. Project Testing Duration (date range); and
		6. Substation(s) at connection point to IESO-Controlled Grid.

**SCHEDULE “B”**

INVOICES AND ELIGIBLE EXPENSES

1. **Invoices:** The Recipient will submit invoices to the IESO as follows:
	1. The Recipient may submit standard company invoice forms.
	2. The following information must be reflected on each invoice:
		1. Full Project name;
		2. Milestone number and description (e.g. 1 of 6, Pre-selection of …) and the date of the corresponding Milestone Report (including both the date submitted to IESO and date approved by IESO);
		3. Total Contribution Amount invoiced to date (e.g. $67,500/$240,000);
		4. IESO Purchase Order Number (which will be provided by the IESO following the signing of the agreement); and
	3. Invoices must be delivered via email:

To : accounts.payable@ieso.ca

Copy to : gridinnovationfund@ieso.ca

1. **Changes to Invoicing Process:** In the event that the IESO needs to change its invoicing process, the parties agree to work together to update section 1 of this schedule.
2. **Eligible Expenses:**

The IESO may reimburse the Recipient for Eligible Expenses, but will not reimburse Ineligible Expenses, which shall comprise of the following:

| Eligible Expenses | Ineligible Expenses |
| --- | --- |
| * Project-specific materials, equipment, products and services
* Salaries and benefits of employees directly involved in the design, selection, purchase and installation of the project
* Professional, engineering, scientific, technical, management and contracting services, including training;
* Permits and license fees
* Funding for marketing, communications and workshops directly related to the project activities
* Costs associated with the monitoring, verification and evaluation of the project’s impact, including data collection, processing, analysis and management
* Equipment and products, including diagnostic and testing tools and instruments, and associated software
* Costs associated with providing approved incentives to project participants
 | * Budget deficits
* Activities completed or costs incurred before the funding is approved or after the project is completed
* Costs over $50,000 for any single consultant or contractor that has not been selected through a competitive process
* Costs associated with the purchase of real estate
* Any overhead costs generated by the lead applicant or third parties, such as operating costs related to general maintenance and repair
* Hospitality, incidental or food expenses for the project team
* Hospitality or travel costs not in compliance with the government of Ontario’s Travel, Meals and Hospitality Expenses Directive
* Any costs not directly related to the achievement of the project’s objectives as defined in the Contribution Agreement between the IESO and the applicant.
 |

**SCHEDULE “C”
PROJECT PROPOSAL**

[*Project Proposal follows*]

1. **Prior to submitting an application form for funding under the Grid Innovation Fund, applicants must review and ensure they understand the terms and conditions contained in the template Grid Innovation Fund Agreement.  The IESO will not be able to accommodate applicants’ requests for changes to the terms and conditions. The IESO may make amendments to its templates from time to time, in the IESO’s sole discretion.  Successful applicants will be required to enter into a Grid Innovation Fund Agreement, which will be the final, binding agreement that governs the relationship between the parties, which will not be affected by any changes to the templates that are not reflected in the final binding agreement. The final agreement may contain additional terms, conditions and/or schedules, as required by the IESO, including those required as a result of the nature of the project that is the subject of the application.** [↑](#footnote-ref-1)
2. \* not to be collected from a residential Participant [↑](#footnote-ref-2)
3. \* not to be collected from residential Participants [↑](#footnote-ref-3)
4. \* not to be collected from residential Participants [↑](#footnote-ref-4)