



1. Recipient/Lead Recipient

Name:
Main Contact:
Title:
Address:
Phone:
Email:

2. Joint Recipients (if applicable):

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

Name:
Main Contact:
Title:
Address:
Phone:
Email:

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:

SCHEDULE A

TERMS AND CONDITIONS

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SECTION 1 DEFINITIONS

1.1 Definitions

Capitalized terms have the meanings given to them in Schedule B, unless otherwise defined in the Funding Agreement.

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 Activities 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. in the case of funding under Capacity Building (Part B) and Energy Resiliency & Monitoring, the Request for Funding Report does not include Costs incurred for the services of any single External Resource in excess of the Threshold 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 an Activity 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 the Deliverable is not acceptable, is of insufficient quality,

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.

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 Activity 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, 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

Each 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 the IESO’s recommendation to obtain independent legal, technical and business advice with respect to the IESP and the Funding Agreement, and that it has had an opportunity to obtain such advice;

- (b) it is a First Nation or Métis Community, a First Nation or Métis Organization or if applicable, 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;
- (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 as 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 Activity 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 statutory 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;
 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 IESP;
 4. the Recipient notifies the IESO in writing that it wishes to withdraw from the IESP;
 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 IESP 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 terminated effective on the date that is ten (10) Business Days following the date of such written notice (the "**Termination for Convenience Date**").

(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 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.

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:

If to IESO: Independent Electricity System Operator

Address: 120 Adelaide Street West, Suite 1600
Toronto, Ontario
M5H 1T1

Attention: Indigenous Energy Support Program

Email: IESP@ieso.ca

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

- (b) No amendment, waiver or other contractual documentation relating to the IESP will be binding on the IESO unless it is executed by an authorized representative of the IESO.
- (c) Notices delivered hereunder are for the purposes of the IESP 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 provided to the IESO in connection with this Funding Agreement will be binding on the IESO unless the sender of such notice identifies the recipient of such notice as "Indigenous Relations – Indigenous Energy Support Program".

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 sections, subsections and the like, 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 a section, subsection or Schedule refers to the specified section of, 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

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 in writing shall amend Schedule C to this Agreement and be binding on the Parties once approved and reissued 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 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 counterpart 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

Neither the expiration nor the earlier termination of this Funding Agreement will release either of the Parties from any obligation or liability that accrued prior to such expiration or termination. The provisions of this Funding Agreement requiring performance or fulfilment after its expiration or earlier termination, including Section 8, Section 9, Section 10, Section 11, Section 12, Section 14, Section 15, Section 16, Section 17 and such other provisions as are necessary for the interpretation thereof and any other provisions hereof, the nature and intent of which is to survive termination or expiration of this Funding Agreement, will survive the expiration or earlier termination of this Funding Agreement.

SCHEDULE B

DEFINITIONS

As used in this Funding Agreement, the following terms have the following meaning:

Activities	means the activities approved by the IESO under each Milestone, as listed in Schedule C of this Funding Agreement.
Additional Qualification Top Up	<p>means the additional funding of \$5,000 per year that the Recipient may be eligible to receive under the Capacity Building (Part A) AOF in respect of Eligible Expenses for salary, wages and benefits, contributions, assessments and taxes associated with employing a CEC, where the CEC has one or more of the following qualifications:</p> <ul style="list-style-type: none"> • Canadian Institute of Energy Training (CIET) Certified Energy Manager (CEM); • CIET Certified Energy Auditor (CEA); • Successful completion of Indigenous Clean Energy 20/20 Catalyst Program; or • Any other certifications or qualifications that may be considered as eligible by the IESO, in its sole and absolute discretion.
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 for funding of a Project under the IESP, submitted by the Recipient and approved by the IESO.
Areas of Funding or AOF	<p>means the following areas under which the IESP funding is provided:</p> <ul style="list-style-type: none"> • Capacity Building (Part A) and Capacity Building (Part B) • Economic Development • Energy Resiliency & Monitoring
Banking Authorization Form	means the completed banking authorization form for the IESP.

Joint Recipient	means, where more than one Recipient is a party to the Funding Agreement, any of the Recipients.
Lead Recipient	means, in the case of Joint Recipients, the Joint Recipient that has been designated as the Recipient under the Funding Agreement to be the primary 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 submitted to 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, which project is comprised of a single proposed initiative with a unified scope and related Activities across one or more AOF, approved by the IESO and outlined in Schedule C.

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.
Project Type	means, in respect of a Project, the specific funding categories under each AOF, as set out in the Application and eligible for funding under this Funding Agreement.
Proof of Payment	<p>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:</p> <ul style="list-style-type: none"> (a) a Processed Cheque; (b) a cheque and accompanying bank statement reflective of the withdrawal amount and date from the 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; <p>as applicable.</p>
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.

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 Activities undertaken to date and an update and assessment 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 forty percent (40%) of the maximum funding amount, as specified in the Funding Agreement, under either Capacity Building (Part B) or the Energy Resiliency & Monitoring AOF, as applicable for the Eligible External Expense of a single External Resource.
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.
Transmission Project Partnership	means the proposed partnership between a Recipient and Project Partner in connection with a Transmission Project that is the basis for the Recipient’s Application, as may be further described in Schedule E.

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 Plan	means the Work plan as set out in the Application and approved by the IESO and outlined in Schedule C.
Energy Infrastructure Project Partnership	means the proposed partnership between a Recipient and Project Partner in connection with an energy infrastructure Project that is the basis for the Application, as may be further described in Schedule E.

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	\$	<ul style="list-style-type: none"> • Request for Funding Report 	Three-month anniversary of Contract Start Date
Milestone Disbursement Total Up to 20 % of the Maximum Funding Amount				\$		
2.	2.1			\$	<ul style="list-style-type: none"> • Request for Funding Report <p>[NTF: IESO to specify any other documentation]</p>	
	2.2			\$		
	2.3			\$		
	2.4			\$		

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)				\$	<ul style="list-style-type: none"> Request for Funding Report 	
3.	3.1			\$	<ul style="list-style-type: none"> 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			\$		

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			\$	<ul style="list-style-type: none"> Request for Funding Report [NTF: IESO to specify any other documentation]	
	4.3			\$		
	4.4			\$		
	4.5			\$		
Milestone Disbursement Total				\$		
5.	5.1			\$	<ul style="list-style-type: none"> Request for Funding Report [NTF: IESO to specify any other documentation]	
	5.2			\$		
	5.3			\$		
	5.4			\$		
	5.5			\$		

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				\$		

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

SCHEDULE E

ADDITIONAL PROJECT DETAILS (IF APPLICABLE)

[NTF: Include additional details about the Energy Infrastructure Project Partnership or Transmission Project Partnership, if required.]

SAMPLE