



EDUCATION GRANT RULES

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SECTION 1 - INTRODUCTION

1.1 Background

The *Green Energy Act and Green Economy Act* (Ontario), 2009 includes provisions for programs to encourage involvement by Aboriginal people and community groups in the development of renewable energy generation.

On September 24, 2009, the Ontario Minister of Energy and Infrastructure directed the Ontario Power Authority (the “**OPA**”) to establish through a third party (the “**Program Manager**”), a Community Energy Partnerships Program (the “**CEPP**”) to facilitate the participation of communities in the development of renewable energy generation facilities. In particular, the CEPP will assist communities in paying for some of the soft costs associated with the development of renewable energy projects.

On November 26, 2010, the Ontario Minister of Energy directed the OPA to allocate up to \$500,000 per year of the CEPP budget for the purposes of providing grants to educational outreach programs that support the community renewable energy sector.

1.2 CEPP Education Grants

Financial grants from the CEPP for educational outreach (each a “**Grant**”) are available to communities in the province of Ontario that meet the community eligibility requirement in section 2.1. Grants are capped as follows:

Grant Type	Max Grant	Description
Local Grant	\$25,000	Targets a Local Area
Regional Grant	\$75,000	Targets a Region or the entire province
Joint Grant	\$35,000 for Local Area \$125,000 for Region	Same as above where there are at least two successful Joint Applicants (at Arm’s Length to each other) who submitted a Joint Application.

This document contains the rules (the “**Rules**”) with respect to applying for and receiving a Grant. These Rules will be reviewed and may be amended from time to time.

The Program Manager will maintain an application package, including application forms, the form of contract between the Program Manager and successful Applicant for a Grant (the “**Funding Agreement**”) and instructions on how to apply for funding on the Website. Any conflict or inconsistency between the Funding Agreement and these Rules shall be resolved in favour of the Funding Agreement.

Capitalized terms have the definitions set out in Appendix - Definitions.

1.3 Objectives

The objectives of the CEPP Education Grants (the “**Objectives**”) are as follows:

- To educate communities about the development of renewable energy generation facilities;
- To encourage local community engagement, participation and investment in renewable energy projects by increasing awareness of renewable energy; and
- To provide funding for education involving a diversity of renewable energy technology types and geographic regions in Ontario.

SECTION 2 - ELIGIBILITY

2.1 Community Eligibility

Funding in the form of a Grant and entry into a Funding Agreement is available to communities in the province of Ontario (each, an “**Eligible Participant**”) that fall in one of the following categories:

- (a) a Registered Charity with its head office in Ontario;
- (b) a Not-For-Profit Organization with its head office in Ontario;
- (c) a “co-operative corporation”, as defined in the *Co-operative Corporations Act* (Ontario), all of whose members are resident in Ontario (a “**Co-op**”).

2.2 Project Eligibility

To be eligible for a Grant and entry into a Funding Agreement, a proposed project (a “**Project**”) must, in addition to any other requirements set out in these Rules, meet the following mandatory criteria:

- (a) The Project engages residents of Ontario;
- (b) The Project is not intended to, and does not, benefit a specific renewable energy project or any commercial business;
- (c) The Applicant’s mission and mandate and those of the Project are not in conflict with the Objectives;
- (d) The Project educates about benefits of community renewable energy; and

- (e) Neither the Project nor any Activity thereunder or portion thereof may be funded, or the subject of an application for funding, under any other OPA-administered program.

2.3 Joint Applications

Two or more Eligible Participants that are at Arm's Length in respect of each other may be joint Applicants ("**Joint Applicants**") who together submit a single Application (a "**Joint Application**"). Joint Applications that qualify for a Regional Grant are eligible for up to \$125,000 in funding and those that qualify for a Local Grant are eligible for up to \$35,000.

Joint Applications are encouraged where organizations do not have experience and expertise in both community renewable energy projects and educational outreach, or where the addition of another Eligible Participant will strengthen the Project.

In the case of a Joint Application:

- (a) the Application must be signed by each Joint Applicant;
- (b) Joint Applicants shall be jointly and severally liable in respect of the Application;
- (c) in the case of a successful Application, each Joint Applicant shall enter into the Funding Agreement on a joint and several basis (but, for clarity, each Joint Applicant may enter into separate contract arrangements with suppliers and subcontractors);
- (d) a lead Applicant shall be appointed for the purposes of notices and other communications, instructions and funding (including designation of a single bank account);
- (e) neither the Program Manager nor the OPA shall be obligated to communicate with or provide any notices to a Joint Applicant that is not the lead Applicant;
- (f) any knowledge of or notice or communication to the lead Applicant shall be deemed to be knowledge of and notice or communication to all Joint Applicants under a Joint Application; and
- (g) the work program and other relevant materials included in the Application shall allocate tasks to each Joint Applicant (provided that such allocation shall in no way impair or limit the joint and several liability of each Joint Applicant under a Joint Application).

SECTION 3 - GRANT STRUCTURE

3.1 Overview

Applications under these Rules will be solicited through targeted call(s) (each, a "**Call for Applications**"), and a Project shall be considered for funding from time to time pursuant to notices

issued by the Program Manager. Each such notice will be posted on the Website, and will set out the start and end dates of the period during which the Program Manager will accept Applications (the “**Call Period**”), as well as the maximum amount of funding that can be awarded in the round.

Generally, all Activities which are appropriate for a Project are eligible for funding, except for Excluded Project Expenses. CEPP will provide funding for up to 90% of total Project Costs. The balance may include in-kind Costs. CEPP funding will be disbursed upfront. 10% of total CEPP funds awarded will be held back until final Deliverables have been submitted and accepted by the Program Manager.

As provided in subsection 7.2, Grants will not be provided for Activities that commenced prior to the Funding Period.

Each Deliverables submission shall be submitted in the required form.

None of the CEPP, these Rules or any solicitation hereunder shall be considered a tender call. Neither the OPA nor the Program Manager are committed in any way to approve any Application, enter into any Funding Agreement or fund any Project, and the OPA and the Program Manager reserve the complete right to, at any time reject all Applications and to terminate the CEPP. These Rules are not intended to create, and should not be construed as creating, contractual relations between the OPA or the Program Manager and any Applicant or Eligible Participant.

3.2 Periodic Reports

The Applicant will be required to submit Check-in Reports to the Program Manager at intervals depending upon Project Activities and respective timelines. The Funding Agreement will specify when Check-in Reports are required. In the Check-in Reports, the Applicant will be required to disclose any deviations from the Funding Agreement in regards to Project scope, timelines or budget, as specified in the Funding Agreement. The actions taken regarding any deviation from the contract will be at the Program Manager’s discretion and could include a contract amendment, delay of final payment and/or termination of funding.

3.3 Consultants

Each Deliverables submission shall contain copies of invoices for external consultants, provided that such invoices may only reflect payments based on agreed upon rates for goods and services provided and may not include per diems or disbursements or other fees, costs or expenses for travel, meals, hospitality or similar expenses.

Where some or all of expenses within a Grant are reimbursable under the CEPP, subject to subsection 2.3(c), the Applicant shall enter into written agreements with all consultants and service providers engaged in relation to such Grant. The Applicant shall keep and maintain all books and records, including such agreements with consultants and service providers, necessary to support the information contained in and with respect to each of the above representations and warranties, any Deliverables submitted to the Program Manager, and any statement or information submitted to the Program Manager in relation to the CEPP, for a period of not less than seven (7) years and the

Program Manager and the OPA shall be entitled to request copies of, and access to, such books and records from time to time during such period.

3.4 Internal Resources

Where employees or other internal resources of the Applicant have been devoted to an Activity so as to comprise Project Expenses (as provided in Section 7) reimbursable in whole or in part under the CEPP, it shall be a requirement that such internal resources qualify as Internal Applicant Resources and that an accounting of them be provided, including names, description of work done, dates worked, hours worked and hourly rates.

SECTION 4 - APPLICATION REQUIREMENTS

4.1 General Requirements

An application for a Grant (an “**Application**”) shall be in the prescribed form posted on the Website, from time to time and shall include a written statement that no Activities in relation to the Project for which funding is being applied under the Application have been carried out or undertaken.

An Application must also contain a description of the qualifications of the internal personnel of the Applicant and/or the external consultant(s) engaged to carry out the proposed Activities. This description must contain experience that applies to the nature of the Activities being proposed.

Applicants must provide the Program Manager with contact information including a valid e-mail address for purposes of correspondence related to the CEPP. This information can be amended by Applicants from time to time by providing written notice to the Program Manager. Neither the Program Manager nor the OPA shall be responsible for any failed transmission resulting from an Applicant’s failure to comply with this provision.

Joint Applications must comply with the requirements set out in subsection 2.3. The maximum Grants in respect of a Joint Application are as set out in subsection 1.2 under “Joint Grant”.

The OPA and the Program Manager reserve the right to reject an Application or withhold or deny funding from an Applicant or in respect of a Project that is not in good standing with the OPA and/or the Program Manager, in their sole and absolute discretion, including Applicants that, at any time and from time to time, have not provided timely or complete Check-in Reports, Deliverables submissions, information in response to requests by the Program Manager, amounts owing to the Program Manager or the OPA or are not otherwise in compliance with these Rules or a Funding Agreement.

An Application shall contain representations and warranties and terms and conditions in accordance with subsections 4.2 and 4.3.

Where the Application is a resubmission of one or more previous Applications, this should be indicated in the Application.

The Program Manager shall endeavour to accept or deny an Application by written response to the Applicant within sixty (60) days following the end of the Call Period.

4.2 Representations and Warranties

Applicants shall make the following representations, warranties and agreements in each Application:

- (a) There are no previous or contemporaneous Applications made by the Applicant, the community or entity related to or associated with such Applicant, or another applicant under the CEPP related to or associated with such Eligible Participant, except as disclosed in this Application;
- (b) The Applicant has complied with the CEPP Education Grant Rules and the Funding Agreement in submitting its Application and in carrying out the Activities funded, in whole or in part, under the CEPP;
- (c) The Applicant has engaged in a Competitive Tender Process in relation to the engagement of all applicable external consultants and suppliers of goods and services in relation to the Activities funded in whole or in part under the CEPP and the terms and conditions, including price, of each such engagement are commercially reasonable, reflect an Arm's Length relationship and are free from Conflict of Interest and collusion; and
- (d) The Applicant, by submitting the Application, represents and warrants that no actual or potential Conflict of Interest exists with respect to the submission of the Application or performance of the Project and its obligations under any Funding Agreement and acknowledges that where the OPA or the Program Manager discovers an Applicant's failure to disclose all actual or potential Conflicts of Interest, the OPA or the Program Manager may disqualify the Applicant, reject its Application or any other application under any OPA program and/or terminate the Funding Agreement.

4.3 Terms and Conditions

The following terms and conditions shall apply to, and shall be incorporated by reference into, each Application:

- (a) The receipt of an Application shall not constitute consent by the Program Manager or the OPA to support, process or accept the Application, nor shall the Application create or be deemed to create a relationship of partners, joint venturers, fiduciary,

principal and agent or any other relationship between the OPA or the Program Manager and the Applicant, other than as expressly provided in these Rules.

- (b) The Program Manager's decision with respect to the Application is final, may be made in its sole and absolute discretion, and takes precedence over prior communications. There are no warranties, conditions or representations (including any that may be implied by statute) and there are no agreements in connection with the subject matter of the Application, except as specifically set forth or referred to in the Application, the Rules and the Funding Agreement that may be entered into between the Program Manager and the Applicant should the Application be approved. No reliance may be placed on any warranty, representation, opinion, advice or assertion of fact made by the OPA, the Program Manager or any of their respective representatives, except to the extent that the same has been reduced to writing and included as a term of the Application, the Rules or the Funding Agreement.
- (c) Financial support under the CEPP to an Applicant will only be provided upon execution of the Funding Agreement between the Applicant and the Program Manger, and only according to the terms and conditions therein.
- (d) The OPA and the Program Manager reserve the right to make public the names of the organizations, including the Applicant and any Person that Controls or is affiliated with the Applicant, who have submitted an Application, the title of their Project or proposed Project, and the amount of funds awarded, if any. All other information submitted by the Applicant will be treated as confidential subject to and in accordance with applicable law, including applicable freedom of information and privacy laws and regulations. The Applicant acknowledges and agrees that the OPA and the Program Manager are subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) ("FIPPA") and may, subject to FIPPA, require disclosure of confidential information in the custody or control of the OPA or the Program Manager to third parties.
- (e) These Rules shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Notwithstanding that the Rules were drafted by the OPA's legal and other professional advisors, the Applicant shall acknowledge and agree that any doubt or ambiguity in the meaning, application or enforceability of any term or provision of these Rules shall not be construed or interpreted against the OPA or the Program Manager or in favour of the Applicant when interpreting such term or provision, by virtue of such fact.
- (f) The Program Manager or the OPA shall have the right, in its sole and absolute discretion, to waive any requirement or provision of these Rules and, by submitting an Application, each Eligible Participant agrees and acknowledges that the exercise of such right is fair and reasonable.

- (g) Eligibility to enter into a Funding Agreement shall in no way limit the Program Manager's or OPA's complete and absolute discretion in respect of whether to accept an Application and/or enter into a Funding Agreement. While an Applicant may meet applicable eligibility requirements, entry into a Funding Agreement shall remain subject to these Rules and, in particular, subsection 5.2.
- (h) In addition to the other information and representations made by each Applicant in the Registration Form, each Applicant must declare whether it has an actual or potential Conflict of Interest.
- (i) If, in the sole and absolute discretion of the OPA or the Program Manager, the Applicant is found to be in a Conflict of Interest, the OPA or the Program Manager may disqualify the Applicant, reject its Application or any other application under any OPA program and/or terminate the Funding Agreement.

SECTION 5 - APPLICATION REVIEW AND ACCEPTANCE

5.1 Applications

Eligible Participants who wish to apply for a Grant will submit an Application to the Program Manager in accordance with these Rules and instructions posted on the Website.

Applicants are required to submit Applications electronically to the Program Manager at ceppeducationgrants@deloitte.ca.

Applications should be submitted to the above email address on or before the Application Submission Deadline, as defined in Section 8. Applications submitted to another email address or after the Application Submission Deadline will be deemed late and will be disqualified. For the purpose of calculating time, eastern time will be used.

At any time prior to the Application Submission Deadline, an Applicant may amend or withdraw a submitted Application. The right of Applicants to amend or withdraw includes amendments or withdrawals wholly initiated by Applicants and amendments or withdrawals in response to subsequent information provided by addenda.

Any amendment should clearly indicate what part of the Application the amendment is intending to replace.

A notice of amendment or withdrawal should be sent to the Program Manager prior to the Application Submission Deadline and should be signed by an authorized representative.

The Program Manager is under no obligation to return amended or withdrawn Applications.

Applications may not be amended following the Application Submission Deadline.

The entire content of an Application should be submitted in a fixed form and the content of web sites or other external documents referred to in the Application will not be considered to form part of its Application.

The Program Manager may contact the Applicant to request clarification with respect to the Application, however, after the Application Submission Deadline, no changes are permitted to the Application as a result of such clarification.

The Program Manager will not return the Application or any accompanying documentation submitted by an Applicant.

Applicants should structure their Applications in accordance with the instructions in these Rules and the forms on the Website. Where information is requested in these Rules, any response made in an Application should reference the applicable section numbers of these Rules where that request was made.

All Applications should be in English only. Any Applications received by the Program Manager that are not entirely in the English language may be disqualified.

5.2 Review

(a) Overview

Each Application will be reviewed by the Program Manager, who will make recommendations to the Review Committee. The Review Committee is the ultimate decision-maker for all Application approvals and administration of Funding Agreements for approved Projects.

Applications will be reviewed for compliance with mandatory requirements, as set out below under subsection 5.2(b). Applications that do not comply with such mandatory requirements will not be considered for funding. If the Application complies with the mandatory requirements, the Program Manager will then evaluate the Application, provide a score based on the evaluation criteria as set out in subsection 5.2(c), and then rank the project relative to other projects that have applied in that round. The Program Manager may request clarification in relation to any Application at any time. Any such requested clarification, additional information, documentation or statements must be submitted to the Program Manager within two (2) Business Days. Interviews of Applicants will not take place.

(b) Mandatory Requirements

The following criteria are mandatory and have to be satisfied. Each Application will pass or fail depending on whether it meets the following mandatory requirements. Applications that do not satisfy each of the Mandatory Requirements will not be evaluated further and will be rejected.

- a. The Project engages residents of Ontario;
- b. The Project does not benefit a specific Project or any commercial business;

- c. The Applicant's mission and mandate and those of the Project are not in conflict with the Objectives;
- d. The Project educates about the benefits of community renewable energy; and
- e. Neither the Project nor any Activity thereunder or portion thereof may be funded, or the subject of an application for funding, under any other OPA-administered program, whether in respect of the procurement of renewable energy projects or otherwise.

In circumstances, where an Application does not meet all of these criteria, the Application will be rejected without further evaluation. The Application may also be rejected for non-compliance with other requirements of the Program Rules.

(c) Rated Criteria

If the Application complies with the mandatory requirements, the Program Manager will then evaluate the Application, provide a score based on the following evaluation criteria, and then rank the project relative to other projects that have applied in that round:

- a. Project Plan:
 - i. Description of Plan:
 - 1. Description of the Project, including a clear set of goals that the Project will achieve;
 - ii. Methodology:
 - 1. Work plan indicating key activities, timeline, resources and indicators of success;
 - 2. Description of proposed scope of work and overall approach to the work needed to accomplish the Project goals, including itemized tasks that detail how the Project will be completed;
 - iii. Budget:
 - 1. Detailed budget based on proposed work plan, timeline and resources, including outline of fee arrangements;
 - iv. Coherence of the Project Plan:
 - 1. The Project plan demonstrates alignment of the Project description, methodology, and budget;
- b. Experience & Qualifications:

- i. Experience in the renewable energy sector:
 - 1. Description of experience in the renewable energy sector specifically related to technical expertise; experience developing projects, programs and services; and experience with community energy;
- ii. Experience in developing and delivering education programs:
 - 1. Description related to developing and delivering educational programs supported by relevant illustrative material relating to past projects;
- iii. Qualification & capacity of organization:
 - 1. Description of organization including capacity, mission, track record, community network, financial capacity;
 - 2. Description of the Project team's relevant experience, supported by illustrative material relating to past projects;
- c. Other Selection Criteria:
 - i. Geographic diversity;
 - ii. Diversity of technology;
 - iii. Target audience diversity: type of audience and size of audience (or local/regional grant); and
 - iv. Diversity in achieving all program objectives (i.e. raising awareness, education and encouraging participation in renewable generation development).

The OPA and the Program Manager will not be limited to the criteria referred to above, and the OPA may consider other criteria that the OPA identifies as relevant during the evaluation process. The OPA may apply the evaluation criteria on a comparative basis, evaluating the Applications by comparing one Applicant's Application to another Applicant's Application.

(d) Other Provisions

If an Application is rejected, any such rejection shall not prohibit an Applicant from submission of a new or revised Application, provided that such new or revised Application shall be subject to the Rules and Funding Agreement in effect at the time of submission or resubmission.

If an Application is accepted, the Program Manager shall provide notice to the Applicant and an offer to enter into a Funding Agreement.

All decisions of the Program Manager and the Review Committee with respect to an Application shall be in their sole and absolute discretion. Any decision by the Program Manager or Review Committee to accept, reject or otherwise deal with an Application shall be final and binding and shall not be subject to appeal by the Applicant.

The Program Manager and the Review Committee may reject an Application because of ineligibility of the Applicant(s), incompleteness, failure to respond to questions or requests for additional information, failure of the Application to meet the criteria set out above, or for any other reason in the sole and absolute discretion of the Program Manager and the Review Committee.

Acceptance of Applications shall be subject to available funding within the overall \$500,000 amount available for the CEPP annually and amounts remaining following each Call for Applications. The Program Manager and the Review Committee may reject an Application or refuse to enter into a Funding Agreement due to lack of available funding. Allocation of funding among Grants shall be in the sole and absolute discretion of the Program Manager and the Review Committee.

SECTION 6 - FUNDING AGREEMENT FORM AND EXECUTION

6.1 Offer and Acceptance

If an Application is approved for funding, a Funding Agreement between the Program Manager and the successful Applicant will be entered into as provided in this subsection 6.1.

Following the acceptance of an Application, the Program Manager will provide notice to the Applicant in respect of such Project in which the Program Manager shall offer to enter into a Funding Agreement in the form then applicable on the basis of the information set out in the Application.

An Applicant shall have ten (10) Business Days from the issuance of the offer (the “**Acceptance Period**”) to accept the Funding Agreement by executing the Funding Agreement and delivering it to the Program Manager. In the case of a Joint Application, all Joint Applicants must execute and deliver the Funding Agreement. If the Program Manager does not receive the executed Funding Agreement within this time, the Application shall be deemed to have been withdrawn, in which case the offer of a Funding Agreement shall be revoked and of no further force or effect. An Applicant may within thirty (30) days from deemed withdrawal of the offer, apply in writing to the Program Manager for an extension of the Acceptance Period and reinstatement of the Application, which shall be in the Program Manager’s sole and absolute discretion.

6.2 Form of Funding Agreement

Details of the successful Application, including, schedule, payments, Deliverables, and a work plan schedule shall be incorporated into the Funding Agreement. The generic form of the Funding Agreement, as it may be amended from time to time, will be posted on the Website.

6.3 Activities and Deliverables

The Applicant shall carry out the Activities and provide deliverables (the “**Deliverables**”) as provided, and by the date(s) required, in the Funding Agreement. Deliverables as required hereunder in respect of each Grant shall be provided to the Program Manager in the form required by the Funding Agreement.

The Applicant shall inform the Program Manager as soon as it becomes aware that any Deliverables are not likely to be completed by such date(s).

The Applicant shall provide to the Program Manager Check-in Reports as provided in these Rules and the Funding Agreement.

If the Applicant fails to comply with the terms and conditions of the Funding Agreement, including provision of Deliverables within the required time frame, then the Program Manager may, at its sole and absolute discretion and on notice to the Applicant, exercise all applicable legal and equitable remedies, including withholding funding, requiring the return to the OPA or the Program Manager of dollar amounts (with interest), and/or terminating the Funding Agreement.

6.4 Responsibility for Project Viability

Notwithstanding anything contained in these Rules, Applicants are solely responsible for ensuring the financial viability of their Projects, and neither the OPA nor the Program Manager shall have any responsibility or liability whatsoever in the event that an Applicant suffers any losses or damages of any kind in respect of a Project or the subject matter of any Application or funding under these Rules or in relation to or arising out of the CEPP.

At all times during a Funding Period, the Applicant and the Project shall be in material compliance with the information and materials submitted as part of or with the Application. At any time during a Funding Period, if an Applicant knows or has reason to know that the Project is not in material compliance with the budget, work plan, schedule or any other information or materials submitted with the Application in respect of such Funding Period, the Applicant shall notify the Program Manager in writing of such non-compliance together with a detailed description of the nature and extent of such non-compliance and proposed amendments to the Application or relevant supporting materials to bring the Project into compliance. The Program Manager shall, in its sole and absolute discretion, consent to such amendments or reject them. If the Program Manager rejects such amendments, the Program Manager shall have the right to terminate the applicable Funding Agreement and/or any further funding thereunder or, if the Funding Agreement has not yet been executed, to withdraw approval of the Application and not to proceed to execute the Funding Agreement.

If at any time, an Applicant has suffered a Material Change, the Applicant shall so inform the Program Manager with a detailed description thereof promptly by notice in writing, and in any case not later than five (5) days after such Material Change. The Program Manager may by written notice inform the Applicant that the Material Change constitutes a Funding Termination Event. Upon receipt by the Applicant of a notice from the Program Manager that the Material Change

constitutes a Funding Termination Event, the Applicant shall not incur any further expenditures in connection with the CEPP in relation to the Project, (other than in respect of otherwise Eligible External Expenses in relation to which the Applicant entered into a legally binding commitment in writing prior to the Material Change, such commitment could not reasonably have been excluded from the relevant contract or otherwise avoided through commercially reasonable efforts to include appropriate termination provisions or otherwise, and evidence of such commitment is provided to the Program Manager) and shall not be eligible for any further funding under the CEPP in respect of the Project or any Project whose applicant is the same as or affiliated with or related to the Applicant.

SECTION 7 - PAYMENTS

7.1 Overview

Generally, there will be more than one payment per Grant. An initial Disbursement will be paid upon receipt of a signed Funding Agreement by the Program Manager, other Disbursements may be paid upon provision of a project Deliverable, and a final Disbursement will be paid upon completion of the Project and receipt of all required Deliverables for that Project.

The timing and conditions to Disbursements shall vary depending on the amounts and timelines involved. In the circumstances set out in, inter alia, subsection 6.3 or Section 9, amounts may be due to the Program Manager from an Applicant.

Maximum funding is as set out in subsection 1.2.

7.2 Project Expenses

The total of all Disbursements in respect of a Project shall consist of a dollar amount up to 90% of aggregate Project Expenses, up to a maximum of the amounts set out in subsection 1.2, depending on whether the Project qualifies for a Local Grant, a Regional Grant or a Joint Grant.

Eligible expenses for Activities (the “**Project Expenses**”) may consist only of direct costs incurred by an Applicant for services necessary for such Activities and expended no earlier than the start of the Funding Period, and may not consist of any Excluded Project Expenses, fees, costs, disbursements, payments-in-kind, gifts, expenses or other consideration of any type, other than Eligible External Expenses and Internal Applicant Resources incurred and expended.

SECTION 8- ADDITIONAL TERMS AND CONDITIONS

8.1 Schedule

The following schedule shall be issued by the Program Manager in respect of each Call for Applications:

Start of Call for Applications	[date]
Applicants’ Deadline for Questions	[time] on [date]

Posting of responses to Questions	[time] on [date]
Deadline for Issuing Addenda to Education Grant Rules	[time] on [date]
Application Submission Deadline	[time] (Toronto time) on [date]

The timetable shall be issued and may be changed by the Program Manager in its sole discretion.

8.2 Disclaimer re Information

None of the OPA, the Program Manager or their respective advisors make any representation, warranty or guarantee as to the accuracy of the information contained in these Rules or issued by way of addenda. Any quantities shown or data contained in these Rules or provided by way of addenda are estimates only and are for the sole purpose of indicating to Applicants the general size of the work.

It is the Applicant's responsibility to avail itself of all the necessary information to prepare a Application in response to these Rules.

Applicants are advised to examine all of the documents comprising these Rules and:

- (a) are requested to report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information,

in writing by e-mail on or before the Applicants' Deadline for Questions to the Program Manager. All questions submitted by Applicants by e-mail to the Program Manager shall be deemed to be received once the e-mail has entered into the Program Manager's e-mail inbox. No such communications should be directed to anyone other than the Program Manager.

It is the responsibility of the Applicant to seek clarification from the Program Manager on any matter it considers to be unclear. Neither the OPA nor the Program Manager shall be responsible for any misunderstanding on the part of the Applicant concerning these Rules, the CEPP or its process.

Neither the OPA nor the Program Manager is under any obligation to provide additional information but may do so at its sole discretion.

To ensure consistency and quality of information provided to Applicants, the Program Manager will collect all enquiries and respond to all enquiries by way of a written response which will be communicated to all Applicants, either by (a) posting on the Website and on any other site on which these Rules was posted, or (b) email or facsimile, without revealing the sources of the inquiries.

8.3 Applicants to Bear Costs

The Applicant shall bear all costs associated with or incurred in the preparation and presentation of its Application including, if applicable, costs incurred for interviews, presentations or demonstrations.

8.4 Addenda

If the Program Manager, for any reason, determines that it is necessary to provide additional information (including responses to questions) relating to these Rules, such information will be communicated to all Applicants by addenda either (a) posted on the Website and on any other site on which these Rules was posted, or (b) emailed or transmitted by facsimile.

Each addendum shall form an integral part of these Rules.

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

If any addendum is issued after the Deadline for Issuing Addenda to Education Grant Rules, the Program Manager may at its discretion extend the Application Submission Deadline for a reasonable amount of time.

8.5 FIPPA

FIPPA applies to information provided to the Program Manager by a Applicant. An Applicant should identify any information in its Application or any accompanying documentation which is supplied in confidence and for which confidentiality is to be maintained by the Program Manager and the OPA, provided such information consists of a trade secret or scientific, technical, commercial or financial information where the disclosure could reasonably be expected to,

- (a) prejudice significantly the competitive position of the Applicant or another Person from whom the Applicant received the information; or
- (b) result in undue loss to the Applicant or another Person from whom the Applicant received the information.

The confidentiality of such information will be maintained by the OPA and the Program Manager, except as otherwise required by law or by order of a court or tribunal. Applicants are advised that their Applications will, as necessary, be disclosed on a confidential basis, to the OPA's and the Program Manager's advisers retained for the purpose of evaluating or participating in the evaluation of their Applications.

By submitting any information requested in these Rules, Applicants are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes.

Notwithstanding this Section 8.5, the OPA may make public the names of any or all Applicants, a general description of the Project, and the amount and timing of the grant awarded.

8.6 CEPP Acknowledgement

Successful Applicants will be required to:

- (a) acknowledge the CEPP on their website and include a link to the Website on their homepage, or other location agreed to by the Program Manager;
- (b) acknowledge the CEPP on any promotional materials related to funded activities, based on requirements posted on the Website;
- (c) at all public presentations and events, acknowledge funding from the CEPP Education Grants and inform the audience about the CEPP Program Grants.

as provided in the Funding Agreement.

8.7 Acceptance of Non-Compliant Applications

The OPA may accept Applications which do not comply with the requirements of these Rules.

8.8 No Contract

By submitting a Application and participating in the process as outlined in these Rules, Applicants expressly agree that no contract or agreement of any kind is formed under, or arises from, these Rules, prior to the signing of a formal written Funding Agreement.

8.9 Governing Law of Rules

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

SECTION 9- AUDIT RIGHTS

9.1 Audit

During the Funding Period and for a period of seven (7) years thereafter, or such longer period as may specified in Laws and Regulations, where applicable, an Applicant that has participated in the CEPP shall:

- (a) keep proper books, accounts, and records of its revenue received and expenses incurred and paid in connection with Activities and CEPP funding, and shall keep its invoices, receipts, and other vouchers relating thereto;
- (b) on reasonable notice, during normal business hours and not more often than once in a calendar year in respect of any expenditures on Activities or CEPP funding, make

available to the OPA or the Program Manager or their designate such books, accounts, records, invoices, receipts, and vouchers referred to above and permit the OPA or Program Manager (at its own expense) to examine and audit and take copies and extracts from such documents; and

- (c) subject to Laws and Regulations, allow the OPA or the Program Manager or their designate, at the OPA or the Program Manager's discretion and expense and on reasonable notice, and not more often than once in a calendar year, to conduct a technical audit to verify that the Activities were carried out in accordance with these Rules and the Funding Agreement.

If any discrepancy is identified by the audit referred to in this Section 9, the appropriate adjustments shall be promptly made between the Parties. If there has been an overpayment by the Program Manager or the OPA, the amount of the overpayment shall constitute a debt due to the OPA or Program Manager, and may be so recovered. If such overpayment is greater than three (3) percent of the aggregate funding in respect of the Activities for the relevant audited Grant, the cost of such audit shall be paid by the Applicant, and such amount shall also constitute a debt due to the OPA or Program Manager and may be so recovered. Any debt due to the OPA or Program Manager herein referred to may, in addition to any other remedies available at law or in equity, also be recovered by the OPA or Program Manager by set-off.

SECTION 10 – COMMUNICATIONS

10.1 Via Email

Eligible Participants may communicate with the Program Manager via the email address:

education@communityenergyprogram.ca

10.2 Rules

No communications are permitted for the purposes of:

- (a) obtaining an unfair advantage in respect of an Application;
- (b) influencing the terms or outcome of the Program Manager's review of Applications other than as expressly contemplated in these Rules;
- (c) impairing public confidence in the process or outcome of the CEPP or any Grant.
- (d) constituting or creating a Conflict of Interest;

Communication by an Applicant with any person other than the Program Manager may result in disqualification of the Application and applications to the OPA of any affiliate or related party of the Applicant.

An Applicant should not at any time directly or indirectly communicate with the media in relation to these Rules, the CEPP or any contract awarded pursuant to these Rules without first obtaining the written permission of the Program Manager.

10.3 Applicants' Questions

Applicants are advised to examine all of the Grant documents and may direct questions or seek additional information, in writing by e-mail on or before the Deadline for Questions to the Program Manager. All questions submitted by Applicants by e-mail shall be deemed to be received once the e-mail has entered into the Program Manager's e-mail inbox. No such communications should be directed to anyone other than the Program Manager.

It is the responsibility of the Applicant to seek clarification on any matter it considers to be unclear. The Program Manager shall not be responsible for any misunderstanding on the part of the Applicant concerning this Grant or its process.

The Program Manager is under no obligation to provide additional information but may do so at its sole discretion.

To ensure consistency and quality of information provided to Applicants, the Program Manager will collect all enquiries and respond to all enquiries by way of a written response which will be communicated to all Applicants by posting on the Website, on the date specified in the Application, without revealing the sources of the inquiries.

SECTION 11 - REVIEW AND AMENDMENTS

11.1 Amendments

The OPA and the Program Manager intend to review and amend as necessary these Rules and the form of Funding Agreement (which, for greater certainty, shall not affect any executed Funding Agreements) at regular two-year intervals. The OPA and Program Manager may make such an amendment outside of a scheduled review in response to changes in Ministerial directions, changes in Laws and Regulations, significant changes in market conditions or other circumstances as required in its sole and absolute discretion.

Notice of any Amendment as a result of a scheduled review will be posted on the Website at least 30 days prior to the effective date of such Amendment. Notice of any Amendment that is not as a result of a scheduled review will be posted on the Website for such time period, if any, prior to the effective date of such Amendment, as circumstances may permit.

APPENDIX
to the CEPP EDUCATION GRANT RULES -
DEFINITIONS

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

1. ***Acceptance Period*** has the meaning given to it in subsection 6.1 of the Rules.
2. ***Activity or Activities*** means activities undertaken to implement a Project.
3. ***Applicant*** means an Eligible Participant that submits an Application, provided that, in the case of a Joint Application, each such Eligible Participant that is a joint Applicant shall have the obligations of an Applicant on a joint and several basis with respect to such Joint Application. Unless the context otherwise requires herein, reference to an “Applicant” shall be deemed to be reference to all Joint Applicants that submitted a particular Application.
4. ***Applicants’ Deadline for Questions*** means, for each Call for Applications, the deadline for questions regarding a Grant, these Rules, or an Application in the schedule issued as described in subsection 8.1 of the Rules.
5. ***Application*** has the meaning given to it in subsection 4.1 of the Rules.
6. ***Application Submission Deadline*** means, for each Call for Applications, the time and date specified as such in the schedule issued as described in subsection 8.1 of the Rules.
7. ***Arm’s Length*** has the meaning given to it in the *Income Tax Act* (Canada).
8. ***Business Day*** means a day, other than a Saturday or Sunday or statutory holiday in the Province of Ontario.
9. ***Call for Applications*** has the meaning given to it in subsection 3.1 of the Rules.
10. ***Call Period*** has the meaning given to it in subsection 3.1 of the Rules.
11. ***CEPP*** has the meaning given to it in subsection 1.1 of the Rules.
12. ***Check-in Report*** means a status report in the form posted on the Website from time to time with respect to a Project and submitted from time to time by the Applicant to the Program Manager as may be required in the Funding Agreement.
13. ***Competitive Tender Process*** means a bidding process for the purpose of selecting a provider of goods or services having an aggregate value greater than \$10,000.00 (ten thousand dollars) that is in compliance with any applicable tendering policy of the Applicant (or, in the case of a Joint Application, the Joint Applicant with the strictest tendering policy) or, where the Applicant is a corporation that is Controlled by an Eligible Participant, such Eligible Participant, and wherein:

- (a) the request for proposals or tendering document contains a clear description and specifications of the deliverables and does not contain any features that would unduly reduce or restrict competition;
- (b) purchases, commitments, projects or deliverables have not been fragmented, subdivided or split for the purpose, in whole or in part, of being valued below \$10,000.00 (ten thousand dollars) for the purpose of avoiding a competitive tendering process;
- (c) the bidders are at Arm's Length to the Person conducting the process and to each other;
- (d) there has been no price fixing or other collusion between any of the bidders or between any bidder and the Person conducting the process;
- (e) at least three bidders have participated or reasonable efforts were made to solicit such bids;
- (f) all bidders have appropriate skills, qualifications and experience in respect of the goods or services to be provided;
- (g) bids have been submitted in writing;
- (h) the winning bid has been chosen in accordance with transparent criteria reflecting price and/or quality;
- (i) adequate written records have been made and kept regarding the process;
- (j) the process has been fair; and
- (k) the Person conducting the process has not been subject to any conflict of interest;

provided that, where the provider of goods or services has been providing this type of goods or services to the Applicant prior to the date of the Application, the requirements of (a) through (k) above shall not apply to the engagement or retention of such provider.

14. ***Conflict of Interest*** includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the CEPP or an Application, an Applicant has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Application that is confidential to the OPA and the Program Managers and not available to other Applicants; (ii) communicating with any person with a view to influencing preferred treatment in the CEPP; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the CEPP and render it non-competitive or otherwise unfair; or

- (b) in relation to the performance of its contractual obligations in the Funding Agreement, the Applicants'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 judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
15. **Control** means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary, other than solely as the beneficiary of an unrealized security interest, securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint 50% or more of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests, by contract or trust or otherwise.
16. **Co-Op** has the meaning given to it in subsection 2.1 of the Rules.
17. **Costs** means costs, expenses, fees, taxes, rates, in-kind payments, or other consideration of any kind.
18. **Deadline for Issuing Addenda to Education Grant Rules** means, for each Call for Applications, the time and date specified as such in the schedule issued as described in subsection 8.1 of the Rules.
19. **Deliverables** has the meaning given to it in subsection 6.3 of the Rules.
20. **Disbursement** means a disbursement of funds by the Program Manager as part of a Grant.
21. **Eligible External Expenses** means Costs incurred and expended in respect of external goods and services that have been retained pursuant to a Competitive Tender Process, that are directly involved and reasonably necessary to carry out the Activities and in respect of which receipts have been received by the Applicant, provided that Excluded Project Expenses shall be excluded from Eligible External Expenses. Payments in kind may not exceed 10% of Eligible External Expenses.
22. **Eligible Participant** has the meaning given to it in subsection 2.1 of the Rules.
23. **Excluded Project Expenses** means, in relation to an Application, expenses in respect of:
- (a) any and all amounts paid to Governmental Authorities;
 - (b) any amounts paid for travel, meals, hospitality or similar expenses; and
 - (c) any Costs incurred, or relating to any activity, matter or thing carried out before or after the Funding Period.
24. **Funding Agreement** has the meaning given to it in subsection 1.2.
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25. **Funding Period** means, in respect of a Grant, the period commencing at the date that the Applicant receives notice that the Application for such Grant has been approved hereunder and ending at the later of (i) the date that the final Disbursement is made in respect of such Application, and (ii) the date that all Deliverables are received by the Program Manager.
26. **Funding Termination Event** means a Material Change that has been designated a Funding Termination Event by notice in writing from the Program Manager to the Applicant.
27. **Governmental Authority** means any federal, provincial, or municipal government, parliament, legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the IESO, the OEB, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority, but excluding the OPA and the Program Manager.
28. **Grant** has the meaning given to it in subsection 1.2 of the Rules.
29. **including** means “including without limitation”.
30. **Joint Applicant** has the meaning given to it in subsection 2.3 of the Rules;
31. **Joint Application** has the meaning given to it in subsection 2.3 of the Rules;
32. **Joint Grant** has the meaning given to it in subsection 1.2 of the Rules;
33. **Internal Applicant Resources** means internal resources of the Applicant or, where appropriate, the Joint Applicants collectively, provided that:
- (a) the employee(s) carrying out the Activity are reasonably qualified and have the requisite skills and experience to accomplish the task to a reasonable standard and within a reasonable period of time;
 - (b) the number of hours devoted to such Activity reflects the number of hours that would be required to accomplish such activity by an appropriately qualified and experienced individual working reasonably efficiently;
 - (c) the person/hours recorded and accounted for in respect of such Activity are true and accurate; and
 - (d) the dollar amount expended, per hour and in aggregate, for such Activity by an employee or internal resource, is consistent with and comparable to the per hour and aggregate expenditures in respect of such employee or internal resource in respect of services provided to the Applicant by such employee or internal resource both prior to and following the Activity.
34. **Laws and Regulations** means, from time to time:
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- (a) applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes;
 - (b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;
 - (c) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority;
 - (d) any requirements under or prescribed by applicable common law;
 - (e) the Retail Settlement Code, the Distribution System Code, the Transmission System Code and any other codes issued by the OEB; and
 - (f) the IESO Market Rules, as well as any manuals or interpretation bulletins issued by the IESO from time to time.
35. **Local Area** means a municipality (excluding upper tier municipalities) having a population of less than 250,000 or a geographically contiguous area comprising more than one municipality or unorganized territory having an aggregate population of less than 50,000.
36. **Local Grant** has the meaning given to it in subsection 1.2 of the Rules.
37. **Material Change** means a material change, whether adverse or not, in the condition, prospects or status of the Project, the Applicant or its employees, contractors, or service providers, any of their financial resources or contractual arrangements, or any other material change from the information provided in the Application, including:
- (a) any change that could reasonably be expected to impair the Applicant's ability to carry out the Project or comply with its obligations under these Rules or the Funding Agreement;
 - (b) any change in Laws or Regulations that could have a material effect on the Applicant, the Project, or the Funding Agreement;
 - (c) any material change in personnel or resources; or
 - (d) any material change in requirements for funding under the Grant to achieve the goals of the Project, whether due to eligibility, entitlement or receipt of funds from other sources, lower- or higher-than-expected expenses, or otherwise.
38. **Not-For-Profit Organization** means a corporation without share capital governed by Part III of the *Corporations Act* (Ontario), or by Part II of the *Canada Corporations Act*.
39. **OPA** has the meaning given to it in subsection 1.1 of the Rules.
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40. **Objectives** has the meaning given to it in subsection 1.3 of the Rules.
41. **Person** means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind.
42. **Program Manager** has the meaning given to it in subsection 1.1 of the Rules and as the OPA may designate from time to time.
43. **Project** has the meaning given to it in subsection 2.2 of the Rules.
44. **Project Expenses** has the meaning given to it in subsection 7.2 of the Rules.
45. **Region** means a municipality (excluding upper tier municipalities) having a population of greater than 250,000 or a geographically contiguous area comprising more than one municipality or unorganized territory having an aggregate population greater than 50,000.
46. **Regional Grant** has the meaning given to it in subsection 1.2 of the Rules.
47. **Registered Charity** has the meaning given to it in the *Income Tax Act* (Canada).
48. **Review Committee** means the review committee of the CEPP as established and maintained by the OPA and the Program Manager.
49. **Rules** has the meaning given to it in subsection 1.2 of these Rules.
50. **Website** means www.communityenergyprogram.ca