



Natural Resources
Canada

Ressources naturelles
Canada

Clean Fuels Awareness Projects

Call for Project Proposals

Applicant's Guide – General Stream

Clean Fuels Branch
June 2022

Ce document est aussi disponible en français. Veuillez envoyer un courriel à cfa-scp@nrcan-rncan.gc.ca en indiquant à la ligne Objet « Guide du demandeur – projets de sensibilisation aux combustibles propres ».

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1 Clean fuels awareness projects

1.1 Description and Objectives

Canada is committed to reducing its carbon emissions by 40 to 45 percent below 2005 levels by 2030, and achieving net-zero GHG emissions by 2050. The [2030 Emissions Reduction Plan](#) lays out Canada's next steps for clean air and a strong economy, including the government's work to date and its commitments to reducing emissions through the production and use of clean fuels.

To meet our net-zero GHG emissions goals for 2030 and 2050, Canada's economy will need to be powered by two equally important energy sources – clean power and clean fuels. Electrification – clean power – provides a short-term pathway for reducing emissions in many sectors, including personal transportation and the built environment. However, clean fuels are expected to play a critical role in hard to decarbonize sectors such as industry and medium- and heavy-duty freight. Low-carbon fuels typically consist of clean hydrogen, advanced biofuels such as cellulosic ethanol, renewable diesel, synthetic fuels and sustainable aviation fuel, and renewable natural gas.

However, there is a lack of awareness of, knowledge of, and confidence in clean fuels across the full value chain (i.e. from production to distribution to end use) among industry and commercial users and the general public. This situation creates a barrier to adoption on a wider scale of these fuels in Canada's industry. Addressing basic knowledge and confidence gaps related to clean fuels and clean fuels production is critical to supporting the Government of Canada's climate action commitments and helping industry transition to a net-zero GHG emissions economy.

To address these challenges, Natural Resources Canada (NRCan) will be making strategic investments to advance clean fuels awareness. **This [Call for Proposals](#) seeks proposals for innovative projects that aim to address awareness and knowledge gaps among Canadians on clean fuels and clean fuels technologies across all industry/commercial applications and in the general population.** Through this call for proposals NRCan will support activities to increase knowledge and understanding about the opportunities, benefits, and considerations related to adopting clean fuels in industrial operations, across the economy and for consumers. NRCan does **not** provide funding for production capacity, feasibility studies (e.g. front end engineering) or production and distribution infrastructure. Through cost-shared contribution agreements, NRCan will help to fund outreach and education, ultimately enabling greater adoption clean fuels by Canadians, industry and businesses in all regions of the country.

Clean fuels are produced from a variety of feedstocks, such as agricultural and forest biomass, waste materials, electricity, and fossil fuels with carbon capture and storage. Clean fuels can be used to power our transportation and industrial sectors, support Canada's conventional energy sector in the low-carbon transition and secure a greener future.

We recognize the unique opportunities that clean fuels can present for Indigenous organizations and communities and encourage Indigenous participation on all projects. There is an Indigenous stream in addition to this general call for proposals. Please contact us at cfa-scp@nrcan-rncan.gc.ca for more information.

The Government of Canada and NRCan are committed to increasing diversity and inclusion in all sectors and areas of activity. Therefore, NRCan encourages applicants to highlight aspects of project proposals that will advance all forms of diversity and inclusion (e.g. racial, gender, linguistic) within project teams and project outcomes. Additionally, NRCan is encouraging applicants to make a formal commitment to the [Government of Canada's 50-30 Challenge](#).

1.2 Duration

This call for proposals is open from June 15, 2022 to September 13, 2022.

Funding under this Call for Proposals is available for Eligible Expenditures starting at the time of the signing of a contribution agreement with a successful applicant and completing by no later than March 31, 2024.

1.3 Eligible Recipients

Organizations and legal entities validly incorporated or registered* in Canada including not-for-profit and for-profit organizations such as:

- Electricity or gas utilities
- Private sector companies
- Industry associations
- Research associations
- Standards development organizations
- Indigenous and community groups
- Canadian academic institutions
- Provincial, territorial, regional or municipal governments or their departments or agencies where applicable

International legal entities validly incorporated or registered abroad* including for-profit and not-for-profit organizations such as:

- Companies
- Industry associations
- Research associations
- Standards organizations
- Academic institutions

***With your application, please provide a copy of the articles of incorporation or registration to confirm that the organization is validly incorporated or registered. This is not required for provincial, territorial, regional, or municipal governments.**

Please note that NRCan encourages the aggregation of smaller projects by single project applicants. Should such an application be selected for funding, the applicant would be the signatory of a single contribution agreement, and be responsible for meeting all reporting, payment claims and progress reports under that agreement. For example, if a number of municipal governments wish to deliver clean fuels awareness/education

campaigns, a single application could be submitted to NRCan by a proponent who has the capacity to manage the funding across the consortium of municipalities. Applicants for such projects must clearly demonstrate experience and expertise as a project aggregator in their application.

Please note that NRCan also intends to launch a separate **open-intake** call for proposals funding process for projects **led** by Indigenous organizations, including not-for-profit and for-profit, that can **demonstrate greater than 50% Indigenous-controlled ownership**. For further information on the Indigenous funding stream, please contact: cfa-scp@nrcan-rncan.gc.ca.

1.4 Maximum Contribution Amount

This funding will be delivered through cost-shared, non-repayable contributions for eligible projects via contribution agreements with successful applicants.

Financial support for projects is based on the total amount of funds available. The table below shows the maximum percentage amount payable by NRCan of total project costs for each applicant type.

	For-Profit Organizations	Not-for-Profit Organizations and other orders of Governments	Indigenous Organizations*
Maximum amount payable by NRCan	Up to 50% of total project costs	Up to 75% of total project costs	Up to 75% of total project costs

*An Indigenous organization or registered Indigenous businesses or communities including not-for-profit and for-profit organizations are those that can demonstrate greater than 50% Indigenous controlled ownership. If you are in Indigenous organization please contact us by email at cfa-scp@nrcan-rncan.gc.ca for information about the Indigenous stream.

The table below shows the maximum NRCan contribution amounts. Minimum NRCan contributions are also included.

Organization Type	NRCan contribution for projects completed Before <u>March 31, 2023</u> * (1 year project)	NRCan contribution for projects completed before <u>March 31, 2024</u> ** (2 year project)
For-profit organizations	Minimum: \$50,000 Maximum: \$100,000	Minimum: \$100,000 Maximum: \$200,000
Not-for-profit organizations, governments or Indigenous applicants	Minimum: \$50,000 Maximum: \$150,000	Minimum: \$100,000 Maximum: \$300,000

There are two project **completion** timelines, one year **OR** two year projects:

- 1) *Projects to be completed by March 31, 2023:
 - a. Note – these projects may incur costs during the following eligibility period: from the date the contribution agreement is signed with NRCan up to March 31, 2023.

- 2) **Projects to be completed by March 31, 2024:
 - a. Note – these projects may incur costs during the following eligibility period: from the date the contribution agreement is signed with NRCan up to March 31, 2024. These projects must incur eligible expenditures between the date the contribution agreement is signed and March 31, 2023 **and** eligible expenditures from April 1, 2023 to March 31, 2024.

Proposals must be clear as to whether a project will be **completed** before March 31, 2023, or between April 1, 2023 and March 31, 2024.

NOTE: A project cannot incur Eligible Expenditures before the execution (signing) of a contribution agreement with NRCan, as per this Guide (please see Sections 1.7 and 1.8).

For two-year projects, NRCan targets the negotiation of project expenditure schedules that will claim a minimum of 30% of NRCan’s total contribution before March 31, 2023 (within the first year of the project).

1.5 Stacking of Assistance

Prior to signing contribution agreements, and continuously until the projects are completed, proponents will be required to disclose all project funding sources, including contributions from other federal, provincial/territorial, and municipal governments and industry sources, and whether that funding is firm or still in negotiations.

Total Canadian government contributions may not exceed 75%, except in the case where the recipient is an Indigenous business or community, not for profit organizations, a provincial, territorial, regional, or municipal government or their department or agency, in which case, the total Canadian government funding authorized will not exceed 100% of total project costs.

The table below shows the stacking limit for each applicant type.

	For-Profit Organizations	Not-for-Profit Organizations and other orders of Governments	Indigenous Organizations
Stacking Limit	Up to 75% of total project costs	Up to 100% of total project costs	Up to 100% of total project costs

If the proposed total Canadian government assistance exceeds the limits set out above, Canada reserves the right to reduce its contribution to the project until the stacking assistance limit is met. If total Canadian government assistance exceeds the limits set out

above on the project completion date, Canada reserves the right to recover the excess contribution from the proponent.

Note – If a preferential interest rate has been obtained through government loans towards the project, the cost savings resulting from the preferential rate would be included in stacking calculations. Clarifications will be provided on a case-by-case basis.

1.6 Eligible Projects

NRCan will provide funding for new and innovative clean fuels awareness and education activities that are to take place in Canada¹.

Proposed projects could include, but are not limited to, the following activities:

- Developing curriculum and/or training material for a target audience such as children, youth, post-secondary students, industry, and/or the general public;
- Developing and implementing a novel targeted outreach and awareness campaign;
- Development of in-person professional training, industry-led skills training, or centres of expertise;
- Establishing a web-based resource (webpages, fact sheets, manuals) and/or information portal;
- Implementing an national or regional clean fuels mentorship or ambassador program;
- Developing best practices guides and educational tools to support targeted audiences or for all Canadians (national scale);
- A series of in person (if and when permitted by local health authorities) and virtual meetings, presentations, technology demonstrations or other events (with remote attendance options)².

1.7 Eligible and Ineligible Expenditures

Eligible and ineligible expenditures are subject to the final Terms and Conditions for the Contribution Agreement. Eligible expenditures for an approved project must be directly related to, and necessary for, the implementation and conduct of the project and will include:

- Salary and benefits;
- Professional services (e.g. Curriculum development, education, facilitation scientific, technical, management; training; marketing; data collection; logistics; printing; distribution);
- Capital expenses, including informatics and other equipment or infrastructure; Rental fees or leasing costs;
- Reasonable travel costs, including transportation, meals and accommodation, that align with the Treasury Board [travel guidelines](#);
- Rental fees or leasing costs;

¹ Under this Call for Project Proposals, NRCan will not fund repeat or extended projects (same deliverables, audience, location) that were previously undertaken by the organization.

² Annual events held by organizations are not eligible for NRCan funding.

- License fees and permits;
- GST, PST and HST net of any tax rebate to which the recipient is entitled; and
- Overhead expenses directly related to the project will be considered to a maximum of 15% of eligible expenditures.

Ineligible Expenditures* for reimbursement will include (but not limited to):

- In-kind*;
- Land;
- Legal costs; and
- Costs incurred outside the eligible expenditure period, including those for preparing this proposal.

*Ineligible and in-kind contributions from the proponent and its partners may count towards the total project costs. If the applicant chooses to include in-kind support as part of the total project costs, those costs must be verifiable and directly in support of the project. Further details are available in Section 5.2 of this document.

1.8 Funding Timeframe (Eligible Expenditure Period)

Eligible expenditures will be eligible for reimbursement from the time that a contribution agreement is signed by Canada until the project completion date stated in the contribution agreement.

NRCan will not accept any changes to the standard provisions of the contribution agreement template (see Schedule C) unless there exists a legal impediment for your organization to agree to the terms and conditions of the agreement as drafted. We encourage applicants to review the template agreement with their legal counsel prior to submitting their application.

Following the project selection, successful applicants will be notified through a Letter of Conditional Approval and be invited to negotiate a contribution agreement.

Please note that expenditures incurred between the date of the Letter of Conditional Approval and the date that the Government of Canada signs a contribution agreement are not incurred during the eligible expenditure period and, although they may count towards total project costs, they are not eligible for reimbursement. It is important to consult with the program officials during this period, prior to incurring expenditures.

In all cases, until both parties sign the contribution agreement there is no commitment or obligation on the part of NRCan to make a financial contribution to any project, including any expenditure incurred or paid prior to the signing of such a contribution agreement. Additionally, proponents are not permitted to publically disclose project funding information.

1.9 Application and Project Timeline

Applicants must submit a complete application package via email to cfa-scp@nrcan-rncan.gc.ca or hard copy via courier or registered mail. Only proposals for which all application sections have been completed will be considered.

The schedule under this Call for Project Proposals is as follows:	
Initiate the call for proposals	June 15, 2022
Submission deadline	September 13, 2022 (23:59 Eastern Daylight Time)
Assessment of proposals	September to October 2022
Funding decisions, letters of conditional approval (LOCA) and letters of regret	Fall 2022
Negotiation and signature of contribution agreements	Fall 2022/Winter 2023
Project completion date	No later than March 31, 2023 for a 1 year project and March 31 2024 for two year project.

The above schedule is subject to change. Any changes will be communicated to applicants via NRCan's [website](#).

1.10 How to Apply

A complete application package (proposal) consists of:

- A completed application form (for email/hard copy submissions, the required Word and Excel documents);
 - Application Form – Document 1 of 3 (Word)
 - Application Form – Project Activities and Timeline and Budget Overview – Document 2 of 3 (Excel)
 - Application Form - Attestation for affiliations to countries/persons under economic sanctions – Document 3 of 3 (Word)
- Supporting documentation; and
 - Articles of Incorporation
 - Proof of matched funds (detailed list in section 3.3)
- An attestation dated and signed by a duly authorized officer (Section 7 of this guide).

Applicants are required to submit a single copy of the application package **by 23:59 Eastern Daylight Time, September 13, 2022**. Applications can be submitted to NRCan in digital (email to: cfa-scp@nrcan-rncan.gc.ca) or hard copy format, however, email submissions are preferred.

The application must include an attestation that a duly authorized officer of the Applicant organization has signed and dated. If the attestation page is not included, the application will be considered incomplete and will receive no further consideration. The attestation page is included in Section 7 in this Guide and in the Application Form.

When an application has been submitted, a notification will be sent by NRCan acknowledging its receipt. This may take up to five business days.

NOTE: You should not consider your application as successfully retained until when you receive the acknowledgement notice from NRCan.

1.10.1 Submissions of Proposals

Applicants may submit their application and documentation by e-mail to cfa-scp@nrcan-rncan.gc.ca

If submitting by email, the Word and Excel portions of the application must be submitted. The attestation must be printed, signed, scanned and sent as a PDF. Additional supporting documentation, saved as Word, Excel or PDF formats, must also accompany the application and be included as attachments to emails.

Please note that the maximum size of e-mail attachments to NRCan is 10 MB. If the application exceeds that maximum, the applicant may forward its submission in a series of e-mails with the same subject line.

NRCan is not responsible for the security of the application during e-mail transmission. Applicants may instead choose to submit their documentation by courier or registered mail, postmarked **by 23:59 Eastern Daylight Time, September 13, 2022** to:

Natural Resources Canada
c/o Clean Fuels Awareness Projects
Fuel Diversification Division (Thierry Spiess)
580 Booth St., 19th floor
Ottawa, ON K1A 0E4

When submitting a project proposal by courier or registered mail, a memory stick is requested that includes electronic versions of all relevant files, clearly marked with the name of the organization and the project title. **Please inform NRCan by email if an application is being delivered by courier.**

It is the applicant's responsibility to retain proof of the time that the application package and supporting documentation was sent to NRCan. This may be required in the event that NRCan does not receive the proposal by the deadline for reasons beyond the sender's control.

2 Project Selection Criteria

2.1 Assessment and Due Diligence

Each project will be reviewed for completeness and assessed against mandatory criteria. Projects that do not meet all of the mandatory criteria will not be given further consideration.

Projects that meet the mandatory criteria (Section 3) will then be assessed, rated and ranked against merit criteria (Section 4) by a multi-disciplinary review committee. NRCan will then issue funding decisions. Unsuccessful project proposals will receive letters of regret and successful project proposals will receive a Letter of Conditional Approval.

A minimum merit score of sixty percent (60%) will be required to be considered for funding. Projects that met the minimum merit score will then be ranked based on final score. Projects with the highest score will be recommended for funding first, until the funding allocation for the Call for Proposals has been fully subscribed. Based on the number and quality of applications received, the minimum score to be considered for funding may be increased at the discretion of NRCan.

Applications will also undergo a due diligence assessment, which could include a confirmation of the specifics provided in the project proposal. NRCan may request that the applicant provide clarification to support the due diligence assessment. The final selection decision remains at the sole discretion of NRCan.

NRCan reserves the right to select/prioritize/fund projects by fuel type and/or by region in order to ensure that all fuel types and regions are sufficiently funded.

Natural Resources Canada is seeking attestation from funding applicants to Clean Fuels Awareness Projects that their organization is in compliance with the *United Nations Act*, *Special Economic Measures Act* or the *Justice for Victims of Foreign Corrupt Officials (Sergei Magnitsky Law)* and your organization has no dealings with countries or persons for which Canada has imposed economic sanctions.

The applicant must include all supporting documentation requested in this Guide and/or in the Application Form.

3 Mandatory Criteria

Projects must:	
3.1	Meet the Eligibility Requirements as outlined in Sections 1.3 and 1.6 of this Guide.
3.2	Not have been already started AND be completed no later than March 31, 2024. The applicant must provide a project timeline with phases (milestones) detailed in Appendix A of the application package Project Activities and Timeline.

At the proposal stage, the Applicant must:			
3.3	For-Profit Organizations	Not-for-Profit Organizations and other orders of Governments	Indigenous Organizations
	Demonstrate at least 50% of secured funding of their share of the project costs.	Demonstrate at least 25% of secured funding for their share of the project costs.	Demonstrate at least 25% of secured funding for their share of the project costs.
	<p>Applicants must provide documentation that the required portion of the funds to be covered by non-NRCan sources are available and have been secured by including a copy of at least one of the following:</p> <ul style="list-style-type: none"> • Most recent balance sheet; • Most recent financial statements; • Most recent bank statements (dated within 30 days of the submission); • Signed loan agreement that mentions the project; • Letter of confirmation stating firm funding signed by the investor and mentioning the project; and/or • A resolution from the governing council that funds are available for the project. 		

4 Merit Criteria

Only project proposals that meet the mandatory criteria will be assessed against merit criteria, as outlined below.

When preparing a proposal, applicants are encouraged to provide a detailed and clear description for each criterion. A minimum score of 60% will be required to be considered for funding.

Project Information	
4.1	<p>Project Objectives (Maximum 15 points)</p> <p>Describe how the project will support NRCan’s objective to advance the basic awareness of and confidence in clean fuels among industry/commercial users/producers and the general public in Canada. Applications should include clear and achievable objectives (e.g. “S-M-A-R-T” i.e. specific, measurable, attainable, relevant and time-bound). The objectives should be described in terms of quantifiable goals to be achieved through this project.</p> <p>Provide any relevant information that supports the rationale for the project, for example, by highlighting the needs assessments, target users, commitments, strategies, organizational priorities, in order to demonstrate the gap in awareness/education.</p> <p>Describe how the project is new and innovative and demonstrate how the project is incremental, but does not exactly duplicate existing activities. Describe the proponent organization’s ongoing activities and explain how they differ from the proposed project activities. Note that NRCan funding should not be directed to ongoing activities that do not have a novel aspect or target audience.</p> <p>This criterion will be assessed based on the quality of information provided to demonstrate how this project supports NRCan’s objectives, other organizational priorities, and the reasons why this project is required.</p> <p>The narrative may include elements such as the business model, needs assessments, targeted users, commitments such as clean fuels adoption, practices to advance diversity and inclusion in the applicant organization, corporate culture, GHG reduction, supporting low-carbon commuting, alignment with other commitments and priorities, strategies, organizational priorities, description and identification of stakeholders/partners and expected outcome of the project.</p>
4.2	<p>Benefits of the Project (Maximum 20 points)</p> <p>Describe the key target audience(s), their role/engagement in the project and how they will benefit from the project activities. Identify beneficiaries other than the target audience(s), if applicable. The description should include the type of target audience(s) (e.g. geographic, demographic, psychographic descriptors), the benefits and expected outcomes of the project, including the reach, depth</p>

	<p>and impact of the project, and details on how data will be collected and reported.</p> <p>Note that a key NRCan objective is to support increased awareness and education activities across all clean fuels and across all regions of Canada.</p> <p>Successful applicants will be expected to identify and report on project outcomes with metrics that directly support the Government of Canada objectives. Project outcomes should help increase the awareness and knowledge of clean fuels among industry/commercial users/producers and the general public in Canada. Identify the expected outcomes, key performance indicators (KPIs) and the type of evidence to be gathered to demonstrate that outcomes have been achieved (e.g. survey, number of visits, studies, etc.).</p> <p>Examples of KPIs for projects funded by NRCan could include, but are not limited to the following:</p> <ul style="list-style-type: none"> • the percentage of a target audience reached; • the number of new target audiences or communities reached; • the number and types of historically underrepresented and racialized groups reached, as a measure of project inclusion and diversity; • the number of clean fuels related events implemented, number of participants in those events and geographic distribution of the events; • social media metrics including engagement rates (e.g. views, likes, shares etc.), reach (e.g. unique viewers) and depth (e.g. subscriptions of online materials); • the number of new materials developed to provide awareness and education on clean fuels; • the number of materials developed to support industry awareness and education of how to integrate clean fuels into their operations; • the number of cases of industry adoption of clean fuels as a result of the project; • the number of new partnerships/collaborations formed as a result of the project; and/or • the number of times new materials are shared with other organizations promoting clean fuels awareness. <p>It is recommended that applicants support their project idea with relevant research or analysis. Include an explanation describing the knowledge and awareness gap(s) and how the project addresses it/them. Where possible and available, a baseline (e.g. current state of awareness of a target audience) should be provided.</p>
<p>4.3</p>	<p>Project Activities and Timeline (Maximum 15 points)</p> <p>List the key activities in a logical sequence, including timelines and/or duration of each, and descriptions where needed. Activities are the steps that will be taken to implement the project. Activities should be specific, measurable, realistic and relevant to the project objectives.</p>

	<p>The project timeline must be clear and feasible. As required under 3.2, the project must provide a project timeline with phases (milestones) and must be completed no later than March 31, 2024.</p> <p>Proposals must be clear as to whether a project will be completed before March 31, 2023 (a one year project) or before March 31, 2024 (a two year project).</p> <p>This criteria will be evaluated based on how well the activities are described, if all key activities have been identified and if the timeline is realistic. Activities may include elements such as procurement, on-going project development maintenance, visibility and marketing activities; etc.</p> <p>Please complete section 4.1 Project Activities and Timeline (Excel) in Application Form 2 of 3.</p>
<p>4.4</p>	<p>Capacity to Deliver Projects (Maximum 15 points)</p> <p>Describe your organization’s ability and experience in developing, implementing, monitoring and managing projects within a specified timeframe and budget.</p> <p>Identify the Project Manager and other key members of the Project team and state their specific expertise and experience related to the work involved. It is important that the roles of Project team members (including representatives of key collaborators) are clearly described in the proposal.</p> <p>Demonstrate that your organization has the capacity to manage the project by providing relevant examples (max 3) from other projects and their achievements completed within the past four (4) years. For example, projects related to the awareness of low carbon fuels, their uses, and the benefits of adopting them.</p> <p>Within each project example, provided information must include:</p> <ol style="list-style-type: none"> 1. The name of the client organization; 2. A brief description of the scope of project; 3. A summary of the methodologies and approaches employed; 4. The dates and duration of the project; and 5. The dollar value of the project. <p>Describe in detail your organization’s capacity to measure project impact and provide project reporting documentation.</p> <p>Note: if applying to be an aggregator for multiple smaller projects under a single agreement, describe in detail your organization’s experience and expertise in managing and successfully delivering aggregated projects.</p>
<p>4.5</p>	<p>Risks and Risk Mitigation (Maximum 10 points)</p> <p>Describe all potential risks to the Project and/or circumstances that may negatively affect the successful delivery, or cause delays of the Project objectives. List mitigation strategies for addressing each of the risks identified,</p>

	<p>should they occur. (Failure to list any potential risks results in a 0, as no Project is without a certain level of risk).</p> <p>This criterion will be evaluated based on how well the applicant described the project risks (are all key risks well defined and explained) and on the relevance and appropriateness of proposed risk mitigation strategies.</p>
4.6	<p>Reach and impact regarding equity, diversity and inclusion, including lower-income, racialized and underrepresented groups (Maximum 10 points)</p> <p>NRCan encourages projects that target and support underrepresented groups and regions, racialized individuals, visible minorities, lower income households, and disadvantaged individuals.</p> <p>Describe specifically which groups the project will serve, if any, whether and how those groups are involved in project design or oversight, and how the project will measure success with increased access by these groups to knowledge of and adoption of clean fuels.</p> <p>Additionally, NRCan is encouraging applicants to make a formal commitment to the Government of Canada's 50-30 Challenge.</p>
4.7	<p>Participation from Indigenous Organizations and/or benefits to Indigenous audiences (Maximum 10 points)</p> <p>NRCan encourages projects with participation from Indigenous-led organizations, including incorporated for-profit and not-for-profit Indigenous controlled organizations, Indigenous controlled unincorporated associations, Indian Act bands, tribal councils and Indigenous self-government entities.</p> <p>Describe how the project involves collaboration and partnership with Indigenous organizations. The proposal should clearly identify Indigenous organizations and collaborators that will be involved with the project (name, how they will contribute to the project objectives and their relevant experience). Indicate whether these partners are confirmed or not.</p> <p>Please note that NRCan also intends to launch a separate, open-intake application process for projects <u>led</u> by Indigenous organizations, including not-for-profit and for-profit, that can demonstrate greater than 50% Indigenous-controlled ownership. While Indigenous led projects and proposals are welcome to compete with this general call for proposals, we encourage potential eligible projects to contact us for more details: cfa-scp@nrcan-rncan.gc.ca</p>
4.8	<p>Involvement of Partners and Collaborators (Maximum 5 points)</p> <p>Describe how the project involves collaboration and partnership with other organizations. The proposal should clearly identify organizations and collaborators that will be involved with the project (name, how they will contribute to the project objectives and their relevant experience) and how the</p>

	<p>partnership or collaboration will be leveraged to benefit the project. Indicate whether these partners are confirmed or not.</p> <p>Where applicable, describe how the project is coordinated or collaborates with related awareness activities that focus on clean fuels. That is, the principle that other low or zero emission forms of mobility, such as active transportation (walking, cycling), public transit, ride sharing and ride hailing are all essential components of a net-zero emission transportation future for Canada.</p>
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5 Contribution Agreement

It is the applicant’s responsibility to review and ensure that the eligibility conditions are met. Understanding and agreeing to the provisions and definitions used in the contribution agreement will facilitate negotiations should a project be selected for funding.

NRCan will not accept any changes to the provisions of the standard template agreement unless a successful applicant’s legal counsel provides a legal rationale for the changes. NRCan will only consider changes in cases where the existing provisions create a legal impediment to a successful applicant entering into an agreement. Applicants are encouraged to review the following articles with their legal counsel prior to submitting their application.

Minor changes can be made to the details of the statement of work and budget schedules, in order to ensure they properly reflect project proposals submitted with applications.

Until both parties sign the contribution agreement, there is no commitment or obligation on the part of NRCan to make a financial contribution to any project, including for any expenditure incurred or paid prior to the signing of the contribution agreement.

Funding is subject to there being an appropriation by Parliament for the fiscal year in which payments are to be made.

5.1 Contribution Agreement Clauses

5.1.1 Claims for Reimbursement

The contribution agreement will set out the required terms for payments, which will be made to reimburse proponents based on receipt and approval of claims for payment. No advance payments will be made by NRCan.

Final payment will not be made until a proponent complete all project activities and NRCan considers those activities acceptable. To ensure appropriate project oversight, a percentage of the contribution will be withheld until all conditions of the contribution agreement have been met.

Proponents may be audited one or several times either after the project completion date or at NRCan’s discretion during the project.

5.1.2 M-30 Law (for Quebec organizations only)

The *Act Respecting the Ministère du Conseil Exécutif* (M-30) may apply to an applicant in the Province of Quebec. Applicants may be required to complete an additional information form and, if they are subject to the requirements of the Act, to obtain written authorization and approval from the Government of Quebec prior to execution of any contribution agreement. NRCan will follow up with the applicant during the application assessment, as required.

5.1.3 Privacy Notice

The use and distribution of data collected under this program will comply with both the *Privacy Act* and the *Access to Information Act*.

Pursuant to the *Privacy Act*, the program will keep confidential any personal information it may collect and will not disclose or transmit said information without the applicant's written consent.

Pursuant to the *Access to Information Act*, the program will protect from disclosure any information of a financial, commercial, scientific or technical nature it collects from applicants so long as the applicants treat said information as confidential in their own establishments. If the applicant chooses to send the proposal or other confidential information to Natural Resources Canada by e-mail, Natural Resources Canada will respond to the proposal by e-mail. Similarly, if the applicant's correspondence is through regular mail, Natural Resources Canada's response will be in like manner. However, in all cases, Natural Resources Canada will use e-mail correspondence to the applicants for all non-confidential matters.

5.1.4 Business Information

NRCan may collect, use and share an applicant's documentation prepared in the administration of projects. NRCan will use and share this information for the purposes of assessing and reviewing the eligibility of the applicant and the proposed project with:

- Other NRCan Programs and/or branches;
- Other departments or agencies of the Government of Canada; and
- Other levels of government in Canada.

The information may be shared with the parties mentioned above, or disclosed to third parties, for the purpose of:

- Administration, including audit and evaluation;
- Surveying the applicant's experience with NRCan;
- Audit, analysis and risk assessment of the applicant and/or the project; or
- Determining the possible availability of funding for the applicant's project under another program or initiative.

NRCan publishes a list of successful projects on Government of Canada websites. The list will include information such as the name and organization type of the proponent, the project name and description, and the amount of the contribution. NRCan may also publicize this information, along with a description of the project, in:

- Project funding announcements or other promotions.

- In other government documents, including public reports on the progress of government initiatives.

5.2 Eligible Expenditures

5.2.1 Salaries

Salaries include wages for all personnel with direct involvement in the project, such as project management and administrative staff. All eligible personnel must be employees on the proponent's payroll. Payments such as shares, stock, stock options, etc., are not eligible. The amount invoiced shall be actual gross pay for the work performed and shall include no markup for profit, selling, administration or financing.

The eligible payroll cost is the employee's gross pay (normal periodic remuneration before deductions). Normal periodic remuneration rates are the regular pay rates for the period excluding premiums paid for overtime or shift work. The payroll rate does not include any reimbursement or benefit conferred in lieu of salaries or wages. When hourly rates are being charged for salaried personnel, the hourly rates shall be the periodic remuneration (annual, monthly, weekly, etc.) divided by the total paid hours in the period, including holidays, vacation and paid sick days.

Labour claims must be supported by suitable documentation such as time sheets and records and be held for verification at time of audit. Management personnel are required to maintain appropriate records of the time devoted to the project.

5.2.2 Benefits

Benefits are defined as a reasonable prorated share of expenses associated with the direct labour cost, such as the employer's portion of the Canada Pension Plan, Quebec Pension Plan and employment insurance, employee benefits such as health plan and insurance, workers' compensation, sick leave and vacation, plus any other employer paid payroll-related expenses. Those items with no relationship to the project or that have been charged on an indirect basis are non-eligible. The determination of the fringe benefit amount shall be in accordance with GAAP. In general, the fringe benefit rate provided in the project estimate shall be computed once during the life of the project and agreed on prior to the signing of the agreement. If retroactive adjustments are made, they must be indicated on claims for progress payments for NRCan approval.

5.2.3 Professional Services

Professional services are defined as costs for the purchase of additional support required for the completion of the project. Those costs can cover the following types of services: scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; maintenance; printing; distribution; audit and evaluation. The amount eligible from a sub-contractor, a consultant or service provider shall be the actual contract amount, and a copy of the contract must be kept on file.

5.2.4 Reasonable Travel Costs

Unless stated otherwise in the contribution agreement between NRCan and the proponent, Treasury Board travel rates in effect at the time of signing the contribution agreement shall be used for reimbursing expenses for food, travel and lodging necessary for project activities in accordance with [The National Joint Council Travel Directive](#), updated as required to cover the period during which the travel took place.

5.2.5 Capital Expenditures

Capital expenses are defined as an expenditure that results in a long-term benefit, as required by the project. Note that land is not considered an eligible expenditure. The retrofitting or upgrading of existing capital assets is included under this heading.

5.2.6 Rental Fees or Leasing Costs

Rental fees will include the cost to rent or lease any equipment, software or physical property needed for the conduct of the project.

5.2.7 Licence and Permits Fees

Licence and permit fees typically include any municipal, provincial or federal licences or permits for setting up the fuelling/charging infrastructure. This can include safety permits, business permits, environmental permits, etc.

5.2.8 GST, PST and HST

Any taxes claimed must always be net of any tax rebate to which the proponent is entitled.

5.2.9 Overhead Expenses

Overhead expenses may include:

- administrative support provided directly to the project by the proponent's employee(s), valued on the same basis as professional staff time; and
- heat, electricity, and office operating costs (e.g., Internet and telephones) provided that they are directly related to the project.

Overhead expenses will be negotiated and agreed to on an individual basis with proponents before signing a contribution agreement. **Any overhead claimed must be fully substantiated and must not exceed 15% of Eligible Expenditures.**

5.3 Guide to In-Kind Support

Proposed in-kind contributions that are deemed acceptable by NRCan officials must be supported by a formal commitment from the applicant to provide them prior to any commitment on funding to the proposed project being made.

Definitions:

In-kind support: a cash equivalent contribution in the form of a good or service for which no cash is exchanged, but that is essential to the project and the applicant would have to purchase on the open market or through negotiation with the provider if not otherwise provided.

Fair market value: the average dollar value the proponent could get for a contributed asset in an open and unrestricted market, between a willing buyer and a willing seller (the proponent) acting independently of each other. It should approximately represent the original cost minus depreciation.

Most favoured customer: customer given the deepest discount from the normal selling price for a good or service sold to it by the applicant.

Eligibility of In-kind Contributions:

- It must be essential to a projects' success and would otherwise have to be purchased by the applicant.
- Its value must be determinable and verifiable.
- Its valuation must be confirmed by NRCan, and agreed upon by the applicant and NRCan.

Assessing the Value of In-kind Contributions:

Two different approaches to the valuation of in-kind support are possible:

- Using the fair market value, as described above.
- Using the incremental cost, that is, the cost to the applicant or its partners and collaborators of providing the contributed asset over and above normal operating costs.

5.4 Reporting Requirements

Funding recipients will be required to report on the project's financials and overall outcomes.

Funding recipients will be asked to report progress against milestones and claims for payments by describing and demonstrating how contributions are/were spent, along with a declaration as to the total amount of contributions or payments received from other sources in respect of the project.

Funding recipients will also be required to provide a post-project report comprised of a final narrative report to describe how project activities have contributed to the achievement of the objectives of the project, and a final assessment of performance indicators to report on short term, intermediate term, and long term outcomes of the project. By reporting against collected key performance indicators (see section 4.2 for examples), the final report should address how the project increased/improved clean fuels awareness and education, enhancing availability and accessibility for Canadians. Key performance indicators must also take to diversity & inclusion (incl. gender) into consideration.

6 Contact Information

Any **questions or inquiries** must be sent by email to: cfa-scp@nrcan-rncan.gc.ca

A written response will be provided within 5 business days.

In order to ensure that all applicants have access to the same information, recurring questions or those that may be useful to other applicants will be posted on NRCan's [website](#).

During the application period, NRCan employees are not at liberty to meet or discuss proposed projects with applicants.

Applicant's Attestations

By submitting this proposal, the project applicant attests that:

- It is an eligible recipient that proposes an eligible project.
- It is acting on behalf of all partners and collaborators and has received written permission from them to do so.
- All funding (cash and in-kind) identified by the applicant and its partners and collaborators in the proposal is expected to be available for commitment at the time of the signing of the contribution agreement by duly authorized representatives of the project applicant and its partners and collaborators.
- Any proprietary or confidential information provided as part of the submission, by any party, is provided with the approval of that party. Federal reviewers are bound by the requirements of the *Access to Information Act* and the *Privacy Act* regarding the treatment of confidential information.
- It understands and acknowledges that should the project be accepted for co-funding from NRCan, no liability and no commitment or obligation exists on the part of NRCan to make a financial contribution to the project until a written contribution agreement is signed by both parties, and, furthermore, that any costs or expenses incurred or paid by the applicant prior to the execution of a written contribution agreement by both parties are the sole responsibility of the applicant, and no liability exists on the part of NRCan.
- It understands and acknowledges that NRCan officials will not entertain any request by project proponents to review or revisit NRCan's project approval decisions.
- It understands and acknowledges that NRCan reserves the right to alter or cancel the currently envisaged process at its sole discretion.
- It understands and acknowledges that no Member of the House of Commons shall be admitted to any share or part of the contribution agreements, or any resulting benefit.
- It acknowledges that NRCan may collect, use and share an applicant's documentation prepared in the administration of the Program. NRCan may use and share this information for the purposes of assessing and reviewing the eligibility of the applicant and the proposed project with other departments or agencies of the Government of Canada, and Provincial and/or territorial Governments.

The individual signing below attests that he/she/they has the authority to sign a legally binding contribution agreement between NRCan and the project proponent.

Please sign below to confirm these attestations:

Name of Duly Authorized Officer:

Title:

Signature:

Date:

Appendix A: Proof of Funding – Contribution from the Applicant

This form is to be completed by the applicant for its financial contribution towards the project.

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Natural Resources Canada.

Conditional upon Natural Resources Canada and the applicant entering into a Contribution Agreement regarding the funding of the project described in the Clean Fuels Awareness Initiative application form, I confirm that **INSERT LEGAL NAME OF THE APPLICANT** will contribute the amount of **INSERT \$ AMOUNT** towards the project called **INSERT PROJECT NAME**.

Name and Title (please print)	Signature of duly authorized financial officer	Date
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Appendix B: Proof of Funding – Funding from Other Contributors

This form is to be completed by the funding partner for its financial contribution towards the project.

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Natural Resources Canada.

Conditional upon Natural Resources Canada and **INSERT LEGAL NAME OF APPLICANT** entering into a Contribution Agreement regarding the funding of the project described in the Clean Fuels Awareness Initiative application form, I confirm that **INSERT LEGAL NAME OF THE FUNDING PARTNER** will contribute the amount of **INSERT \$ AMOUNT** towards the project called **INSERT PROJECT NAME**.

Name and Title
(please print)

Signature of duly
authorized financial officer

Date

Appendix C: Contribution Agreement Template

Note: This draft agreement is provided for information only, the text in blue may not apply to all.

PROTECTED A

DEPARTMENT OF NATURAL RESOURCES
CLEAN FUELS, TRANSPORTATION AND INDUSTRY
NON-REPAYABLE CONTRIBUTION AGREEMENT

THIS AGREEMENT is made in duplicate

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("Canada"), represented by the Minister of Natural Resources,

AND:

[PROPONENT NAME], a not-for-profit organization, incorporated under the laws of Ontario (the "Proponent").

WHEREAS Canada wishes to encourage the adoption of the **CLEAN FUELS, TRANSPORTATION AND INDUSTRY** (the "Program");

WHEREAS the Proponent has submitted to the Minister a Proposal for the funding of a Project called "**[PROJECT TITLE]**" which qualifies for support under the Program;

WHEREAS Canada and the Proponent agree that in order for the Proponent to develop and implement the Project as described in Schedule A (Description of the Project), the Proponent will require financial assistance from Canada;

AND WHEREAS Canada is willing to provide financial assistance toward the Eligible Expenditures of the Project in the manner and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, Canada and the Proponent agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

"**Agreement**" means this Agreement and the attached Schedules A and B;

"**Claim Period**" means the quarter to which each payment pertains;

"**Completion Date**" means the date that the Proponent shall complete the Project as specified in Paragraph 4.2;

"**Contribution**" means the funding provided by the Minister under this Agreement;

"**Eligible Expenditures**" means any expenditures Incurred by the Proponent, as set out in Schedule B (Budget and Eligible Expenditures), within the Eligible Expenditure Period in accordance with the terms and conditions of this Agreement;

"**Eligible Expenditure Period**" means the period starting **when this Agreement is signed to March 31, 2024**;

"**Fiscal Year**" means the period beginning on April 1st of any year and ending on March 31st in the next year;

"**Fixed Asset**" means a tangible non-current asset, including buildings and equipment, acquired not for sale but for use for the Project during the Eligible Expenditure Period;

"**Incurred**" means, in relation to an Eligible Expenditure, an Eligible Expenditure that goods have been received by, and/or services have been rendered to, the Proponent;

"**Incurred and Paid**" means, in relation to an Eligible Expenditure, an Eligible Expenditure that the Proponent has paid for;

"**Intellectual Property**" means any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial designs;

"**Interest Rate**" means the Bank Rate, as defined in the *Interest and Administrative Charges Regulations*, in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for any given month can be found at: <http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html>;

"**Minister**" means the Minister of Natural Resources and includes any duly authorized officers or representatives;

"**Party**" means either the Proponent or Canada;

"**Project**" means the Project described in Schedule A (Description of the Project);

"**Proposal**" means a written Proposal signed by the Proponent on **August 1, 2022** including at least a background, purpose, work description, results expected, and a budget, which is accepted by the Minister for the Project;

"**Total Government Funding**" means cash contributions provided by the federal government and other contributions from the provincial/territorial and municipal governments toward the Total Project Costs; and,

"**Total Project Costs**" means the Contribution and other verifiable cash or in-kind contributions either received or contributed by the Proponent and directly attributable to the Project from **[the date of the Letter of Conditional Approval]** to March 31, 2024.

1.2 The following schedules are attached to and made part of this Agreement:

- a) Schedule A (Description of the Project); and
- b) Schedule B (Budget and Eligible Expenditures).

1.3 In case of conflict between any provision in the main body of this Agreement and a provision in a schedule attached hereto, the provision in the main body of this Agreement shall take precedence.

1.4 Grammatical variations of the above defined terms have similar meanings. Words importing the singular number only shall include the plural and vice versa.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Proponent represents and warrants that all factual matters contained in the Proposal and all supporting material submitted are true and accurate in all material respects, and that all estimates, forecasts and other related matters involving judgement were prepared in good faith and to the best of its ability, skill and judgement.

2.2 The Proponent represents and warrants that it is duly incorporated or registered and validly existing in good standing under the laws of Canada and has the power and authority to carry on its business, to hold property, and undertakes to take all necessary action to maintain itself in good standing and preserve its legal capacity during the term of this Agreement.

2.3 The Proponent represents and warrants that the signatory to this Agreement has been duly authorized to execute and deliver this Agreement on its behalf.

2.4 The Proponent represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized and when executed and delivered will constitute a legal, valid, and binding obligation of the Proponent enforceable in accordance with its terms.

2.5 The Proponent represents and warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.

For projects in the province of Quebec:

2.6 The Proponent is an organization subject to chapter M-30 of the Statutes of Quebec and represents that it has the power and authority to enter into this agreement pursuant to ministerial order AXXXX-XXX authorized by the Government of Quebec.

If M-30 is not applicable:

2.7 The Proponent represents and warrants that any organization receiving funds from the present project is either an organization that is not subject to chapter M-30 of the Statutes of Quebec or, if they are subject to the aforementioned Act, that they are duly authorized to contract and receive those funds according to an authorization or exclusion, including an order, or that the signatory is invested with the necessary authority to validly bind that organization.

3. DURATION OF THE AGREEMENT

3.1 This Agreement comes into force when signed by the Parties.

3.2 Except as otherwise provided in the articles below, this Agreement will expire on the latest of:

- a) the Completion Date;
- b) the completion of the Project to the satisfaction of the Minister; or
- c) the date on which all amounts owed by the Proponent to the Minister under this Agreement have been paid in full.

3.3 The following clauses shall survive the expiration of this Agreement for an additional three (3) years:

- a) Article 8 (Accounts and Audits);
- b) Article 9 (Intellectual Property);
- c) Article 10 (Indemnity);
- d) Article 11 (Default);
- e) Article 13 (Reports); and
- f) Article 26 (Dispute Resolution).

4. CONDUCT OF PROJECT

4.1 The Proponent shall carry out the Project promptly, diligently and in a professional manner and in accordance with the terms and conditions of this Agreement.

4.2 The Proponent shall complete the Project by **[Project Completion Date]**, unless terminated earlier pursuant to the provisions of this Agreement.

4.3 The Proponent shall comply with all applicable federal, provincial and municipal laws in relation to the Project.

4.4 The Parties are satisfied that any legal duty to consult with Aboriginal groups affected by the Project, and where appropriate, to accommodate Aboriginal groups' concerns has been met and continues to be met. If as a result of changes to the nature or scope of the Project Canada determines that a legal duty to consult is triggered, the Proponent agrees that all of Canada's obligations pursuant to this Agreement will be suspended from the moment that Canada informs the Proponent that a legal duty to consult arises.

In the event that a legal duty to consult arises, the Proponent agrees that:

- a) Canada will withhold any payment of the Contribution toward Eligible Expenditures until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups has been met and continues to be met;
- b) if, as a result of such changes to the Project, Canada determines that further consultation is required, the Proponent will work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate Aboriginal groups, is met and continues to be met to Canada's satisfaction; and
- c) it will consult with Aboriginal groups that might be affected by the changes to the Project, explain the Project to them, including Canada's role, and will provide a report to Canada, which will include:
 - i) a list of all Aboriginal groups contacted;

- ii) a summary of all communications to date with the Aboriginal groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary or conditional in nature;
- iii) a summary of any issues or concerns that the Aboriginal groups have raised and an indication of how the Proponent has addressed or proposes to address those issues or concerns; and
- iv) any other information Canada may deem appropriate.

5. IMPACT ASSESSMENT

5.1 The Proponent represents and warrants that the Project is not a “designated project” nor a “project” according to the *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*.

5.2 If, within the Eligible Expenditure Period, the Project becomes a “designated project” or a “project” carried out on federal land or outside of Canada according to the *Impact Assessment Act*, the Parties agree that Canada’s obligations under this Agreement will be suspended until:

- a) In the case of a “designated project”:
 - i) the Impact Assessment Agency of Canada makes a decision that no assessment of the “designated project” is required and posts that decision; or
 - ii) the decision statement with respect to the “designated project” that is issued to the Proponent sets out that the effects that are indicated in the report with respect to the impact assessment of the Project are in the public interest.
- b) In the case of a “project”:
 - i) a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred in the *Impact Assessment Act*; or
 - ii) if the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances;

5.3 It is understood, that, in the event that the Project becomes a “designated project” or a “project” as defined in Paragraph 5.2 above, the Minister has no obligation to request a decision by the Governor in Council, and may, terminate this Agreement with immediate effect by giving notice in writing to the Proponent. Following such termination, no further Contribution will be disbursed under this Agreement, and the Minister will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise, arising from the termination.

6. CONTRIBUTIONS

6.1 Notwithstanding any other provision of this Agreement, the Contribution shall not in any circumstances exceed the lesser of:

- a) **Seventy Five percent (75%) of Total Project Costs incurred; or**
- b) **[Amount of NRCan Contribution].**

6.2 The Fiscal Year allocations for the Contribution are as follows:

2022-2023 **[\$value]**
2023-2024 **[\$value]**

Any reallocation of the Contribution amounts in whole or in part from one Fiscal Year to another shall require a written amendment signed by the Parties.

6.3 In order to be eligible to receive payment for any remaining portion of the Contribution as described herein, the Proponent must submit its final claim for payment on or before **[60 days after project completion date]**.

6.4 The Minister will not contribute to any Eligible Expenditure Incurred by the Proponent prior to or after the Eligible Expenditure Period.

6.5 If by the Completion Date, the Total Government Funding as set out in Schedule B (Budget and Eligible Expenditures) that the Proponent has received exceeds **one hundred percent (100%)** of the Total Project Costs incurred, the Minister may require the Proponent to reimburse such excess back to Canada.

6.6 The Proponent represents that no other federal, provincial, territorial or municipal government assistance, other than those described below and listed in Schedule B (Budget and Eligible Expenditures), has been or will be provided in respect of the Total Project Costs incurred:

Canada: **[\$value]**
Other Federal: **[\$value]**
Provincial: **[\$value]**
Territorial: **[\$value]**
Municipal: **[\$value]**
Total Government Funding: **[\$value]**

The Proponent shall advise the Minister promptly of any change in the Total Government Funding listed above during the term of this Agreement.

7. METHOD OF PAYMENT

7.1 Subject to the terms and conditions of this Agreement, following receipt of a claim for payment, acceptable to the Minister, for payment of Eligible Expenditures Incurred by the Proponent, Canada shall pay the Contribution towards the Eligible Expenditures of the Project.

7.2 In order to receive payment of Eligible Expenditures, the Proponent shall submit claims for payment accompanied by a financial report signed by the Chief Financial Officer or Duly Authorized Officer which, outlines Eligible Expenditures Incurred by category of costs, and progress reports as required in Article 13 (Reports). All claims must be submitted no later than sixty (60) days after the end of each Claim Period, except the claim for the final payment.

7.3 The Minister shall withhold **ten percent (10%)** from each payment until the Proponent has:

- a) completed the Project to the satisfaction of the Minister;

- b) submitted a final report documenting the completion of the Project as set out in Article 13 (Reports) and the Minister has approved said report;
- c) certified, in the manner set out in Article 13 (Reports), that the Proponent has Incurred and Paid all claims for the payment of Eligible Expenditures of the Project; and
- d) submitted and the Minister has received and approved a final statement of Eligible Expenditures Incurred and Paid in respect of the Project.

7.4 Subject to the terms and conditions of this Agreement, if the Proponent cannot submit a claim for payment on or before March 31 of a Fiscal Year, the Proponent shall no later than April 5 provide the Minister with a signed statement of anticipated Eligible Expenditures Incurred up to March 31, in order for the Minister to establish a Payable at Year-End.

7.5 Notwithstanding Article 25 (Amendments), following receipt of a written request from the Proponent in accordance with Article 24 (Notices), the Minister may approve in writing at his sole discretion an extension to submit any claim or any report required to be submitted in accordance with this Agreement.

7.6 Where for any reason the Minister determines that the amount of the Contribution disbursed exceeds the amount to which the Proponent is entitled or the Proponent is not entitled to the Contribution, the Proponent must repay to Canada no later than thirty (30) days from the date of the Minister's notice, the amount of the overpayment or the amount of the Contribution disbursed. If the amount is not repaid by its due date, interest accrues at the Interest Rate for the period beginning on the due date and ending on the day before the day on which repayment to Canada is received. Any such amount is a debt due to Her Majesty the Queen in Right of Canada and is recoverable as such.

7.7 Without limiting the scope of the set-off rights provided for under the Financial Administration Act, it is understood that the Minister may set off against any amount that may be payable to the Proponent pursuant to this Agreement, any amounts owed and past due by the Proponent to Her Majesty the Queen in Right of Canada under any legislation or contribution agreements and the Proponent shall declare to the Minister all amounts outstanding in that respect when making any claim under this Agreement.

8. ACCOUNTS AND AUDITS

8.1 Prior to the Completion Date and for **three (3) years** after the expiration of this Agreement, as described in Article 3 (Duration of the Agreement), the Proponent shall, at its own expense.

- a) keep proper and accurate books, accounts, and records of its revenue received and expenses Incurred and Paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto;
- b) keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project;
- c) on demand, make available to the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit the Minister to examine and audit and take copies and extracts from such documents;

- d) allow the Minister, at the Minister's own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule A (Description of the Project) were implemented in accordance with this Agreement; and
- e) allow the Minister, at the Minister's own expense and discretion, to conduct an audit to verify the accuracy of reports submitted under Article 13 (Reports).

8.2 In respect of Eligible Expenditures related to professional, scientific and contracting services outlined in Schedule B (Budget and Eligible Expenditures), Canada's auditors may, acting reasonably, request that the Proponent's books, accounts and records be supplemented by information from the books, accounts and records of the subcontractors engaged by the Proponent having contracts in excess of **twenty percent (20 %)** of the Contribution for the purposes of the Project. The Proponent will use commercially reasonable efforts to obtain such information as is reasonably requested by Canada's auditors from the Proponent's subcontractors, subject to and to the extent permitted by terms of the applicable contracts and, in particular, the audit provisions of such contracts.

9. INTELLECTUAL PROPERTY

9.1 All Intellectual Property that arises in the course of the Project shall vest in the Proponent, or be licensed to the Proponent in the event that a Proponent's subcontractor retains title to such Intellectual Property.

9.2 The Proponent shall supply to Canada the reports and documents described in Article 13 (Reports), and the Proponent hereby grants to Canada a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and, subject to the Access to Information Act, make publicly available such reports and documents for non-commercial governmental purposes.

10. INDEMNITY

10.1 Neither Canada, nor its employees, officers and agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Project or as a result of or arising out of this Agreement, and the Proponent will indemnify and save harmless Canada, its employees, officers and agents, in respect of such claims.

11. DEFAULT

11.1 The Minister may declare that an event of default has occurred if:

- a) the Proponent becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made which is not being contested or appealed by the Proponent or a resolution is passed for the winding up of the Proponent or it is dissolved;
- c) in the opinion of the Minister, there has been a misrepresentation or breach of warranty under Article 2 (Representations and Warranties);
- d) in the opinion of the Minister, acting reasonably, a material adverse change in risk

affecting the fulfilment of the terms and conditions of this Agreement has occurred;

- e) any term, condition or undertaking in this Agreement is not complied with, including, without limitation, any of those in Article 4 (Conduct of Project), Article 5 (Impact Assessment) or Article 7 (Method of Payment) and any such defect has not been cured by or remedied by the Proponent within thirty (30) days of written notice of such defect having been provided to the Proponent; or
- f) the Proponent neglects or fails to pay the Minister any amount due in accordance with this Agreement.

11.2 If the Minister declares that an event of default has occurred, in addition to all other remedies provided under contract law, the Minister may exercise one or more of the following remedies:

- a) suspend any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures of the Project or a part of the Project, including any obligation to pay any amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures, including any obligation to pay any amount owing prior to the date of such termination;
- c) terminate this Agreement; and
- d) direct the Proponent to repay all or part of the Contribution which has been paid to the Proponent, together with interest from the date of demand at the Interest Rate, with the exception of an event of default listed in Paragraph 11.1(d). Any such amount is a debt due to Her Majesty in Right of Canada and is recoverable as such.

For greater clarity, all above remedies are cumulative.

11.3 The fact that the Minister does not exercise a remedy that the Minister is entitled to exercise under this Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent the Minister in any way from later exercising any other right or remedy under this Agreement or other applicable law.

12. ACCESS

12.1 Prior to the Completion Date and for **three (3) years** after the expiration of this Agreement, the Proponent shall provide the Minister or Minister's representatives reasonable access to any premises where the Project takes place to assess the Project's progress or any element thereof, subject to providing reasonable notice and complying with the Proponent's safety requirements for such access.

13. REPORTS

13.1 The Proponent shall submit, no later than sixty (60) days after the Completion Date a final report, as per a template provided by Canada, which includes the following:

- a) a financial report that shall demonstrate how the Contribution was used, including the receipt of goods and/or services being funded by Canada;

- b) a final narrative report to describe how its activities have contributed to the achievement of the objectives of the Project as described in Schedule A (Description of the Project);
- c) a certification that the claims for payment of Eligible Expenditures of the Project have been Incurred and Paid by the Proponent; and
- d) a declaration as to the total amount of contributions or payments, including Total Government Funding, received by the Proponent.

14. DISPOSITION OF ASSETS

14.1 If, prior to the Completion Date and for **three (3) years** thereafter, the Proponent sells, leases or otherwise disposes of any Fixed Asset excluding Intellectual Property, where the cost of the Fixed Asset is part of the Eligible Expenditures under the Project to which Canada has contributed under this Agreement, and where the proceeds of the sale, lease or other disposition are not applied to acquire assets in replacement of the Fixed Asset, the Proponent shall immediately notify the Minister in writing of such sale, lease or disposition and, if the Minister so requires, the Proponent shall share with Canada the proceeds of the sale, lease or any other disposition in the same ratio as that of Canada's Contribution to the purchase of the Fixed Asset by the Proponent, except that Canada's share shall not exceed the Contribution.

15. SUBCONTRACTS

15.1 The Proponent shall not subcontract all or any part of the Project except as provided in the Proposal or as otherwise set forth below. The Proponent shall advise the Minister of any other new contract, not originally included in the Proposal, the Proponent enters into with a third party to undertake work on the Project where the estimate of the cost of the work to be performed exceeds **twenty percent (20%)** of the Contribution. The notice shall include a description of the extent and nature of the contracted work, the identity of the contractor, and the estimated cost of the contracted work. For greater certainty, for the purposes of this Article, there is no privity of contract between Canada and any of the Proponent's subcontractors; as such, the selection and amendment of any of the Proponent's subcontractors as may be listed in the Proposal is the sole responsibility of the Proponent and is not subject to the Minister's consent.

16. LEGAL RELATIONSHIP

16.1 Nothing contained in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.

16.2 The Proponent shall not make any representation that:

- a) the Proponent is an agent of Canada; or
- b) could reasonably lead any member of the public to believe that the Proponent or its contractors are agents of Canada.

17. ACKNOWLEDGEMENT

17.1 The Proponent shall acknowledge the financial support of Canada in all public information produced as part of the Project.

17.2 The Proponent will seek prior written consent of the Minister for any public acknowledgement of the financial support of Canada to this Project through news releases, public displays, and public and media events.

17.3 Except for releases of information required to comply with securities regulations or other laws, where media announcements and public events relating to this Project are to be made by a Party, the Party shall use commercially reasonable efforts to give to the other a three (3) weeks prior written notice of any media announcement or public event and a reasonable opportunity to review and comment thereon.

17.4 The Proponent acknowledges that the Proponent's name, the amount awarded, and the general nature of the activities supported under this Agreement may be made publicly available by the Government of Canada.

18. TIME OF ESSENCE

18.1 Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

19. MEMBERS OF PARLIAMENT

19.1 No Member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit arising therefrom that is not otherwise available to the general public.

20. CONFLICT OF INTEREST

20.1 It is a term of this Agreement that all current or former public servants to whom the federal *Values and Ethics Code* for the Public Sector, federal *Policy on Conflict of Interest and Post-Employment*, or *NRCan Values and Ethics Code* applies shall comply with the Codes or Policy, as applicable.

20.2 If any individual working for the Proponent formerly provided consultancy services to the Minister that are related to this Agreement, particularly any services associated with developing the Agreement or developing the Project which is the subject of this Agreement, the Proponent is considered to be in a real, perceived, or potential conflict of interest situation.

20.3 If a conflict of interest situation arises during the Agreement, the Proponent shall notify the Minister, in the manner prescribed in Article 24 (Notices). Upon request, the Proponent shall notify the Minister of all reasonable steps taken to identify, avoid, prevent, and where it exists, resolve any conflict of interest situation.

20.4 The Minister may investigate a real, perceived, or potential conflict of interest and take such steps and measures as the Minister considers appropriate, including without limitation: informing the Proponent that it is in a conflict of interest situation; requesting specific actions be taken to correct the situation; requiring the Proponent to withdraw any individual from participation in the Project for reasons of conflict of interest; suspending payments under the Agreement; or terminating the Agreement.

21. FORCE MAJEURE

21.1 The Parties shall not be in default or in breach of this Agreement due to any delay or failure to meet any of their obligations caused by or arising from any event beyond their reasonable control and without their fault or negligence, including any act of God or other cause which delays or frustrates the performance of this Agreement (a “force majeure event”). If a force majeure event frustrates the performance of this Agreement, Canada will only be liable for its proportionate share of the Eligible Expenditures Incurred and Paid to the date of the occurrence of the event.

21.2 The performance of the obligation affected by a “force majeure event” as set out above shall be delayed by the length of time over which the event lasted. However, should the interruption continue for more than thirty (30) days, this Agreement may be terminated by Canada.

21.3 Should either Party claim the existence of a “force majeure event” as above, prompt notice thereof shall be given to the other Party and the Party claiming the existence of a “force majeure event” shall have the obligation to provide reasonable satisfactory evidence of the existence of such event and use its best efforts to mitigate any damages to the other Party.

22. GOVERNING LAW

22.1 This Agreement shall be interpreted in accordance with the applicable federal laws and the laws in force in the Province of Ontario.

23. ASSIGNMENT

23.1 No benefit arising from this Agreement shall be assigned in whole or in part by the Proponent without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

24. NOTICES

24.1 The claims for payment, requests, reports, notices, repayments and information referred to in this Agreement shall be sent in writing or by any method of telecommunication and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

To Canada:

Executive Director
Fuel Diversification Division
Natural Resources Canada
580 Booth Street
Ottawa, Ontario
K1A 0E4
Telephone:
E-mail:

To the Proponent:

[Name of the contact person]
[Title of the contact person]
[Name of the organization]
[Address]
[City and Province]

[Postal Code]
Telephone:
E-mail:

24.2 Requests, notices and documents are deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other Party; by facsimile or electronic mail, when transmitted and receipt is confirmed; and by messenger or specialized courier agency, when delivered.

24.3 The Minister and the Proponent agree to notify each other in writing if the above contact information changes. This requirement will not cause an Amendment.

25. AMENDMENTS

25.1 No amendment of this Agreement or waiver of any of its terms and conditions shall be deemed valid unless effected by a written amendment signed by the Parties.

26. DISPUTE RESOLUTION

26.1 If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator.

27. APPROPRIATION

27.1 The payment of monies by Canada under this Agreement is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment of monies is to be made.

27.2 Notwithstanding any other provision of this Agreement, Canada may reduce or cancel the Contribution to the Project upon written notice to the Proponent in the event that the funding levels for the Department of Natural Resources are changed by Parliament during the term of this Agreement. In the event that Canada reduces or cancels the Contribution, the Parties agree to amend the Project and the Eligible Expenditures of the Project, namely this Agreement, to take into account the reduction or cancellation of the Contribution.

28. LOBBYING ACT

28.1 The Proponent shall ensure that any person lobbying on behalf of the Proponent is registered pursuant to the Lobbying Act and that the fees paid to the lobbyist are not to be related to the value of the Contribution.

29. SUCCESSORS AND ASSIGNS

29.1 This Agreement shall inure to the benefit of and be binding on the Parties and their respective representatives, successors and assigns.

30. OFFICIAL LANGUAGES/LANGUES OFFICIELLES

30.1 This Agreement is drafted in **English** at the request of the Parties. Les Parties ont convenu que le présent Accord soit rédigé en **anglais**.

30.2 All public information documents related to the Project prepared or paid for in whole or in part by Canada must be made available in both official languages, when the Department of Natural Resources judges that this is required under the Official Languages Act. Tout document d'information publique préparé ou payé en tout ou en partie par le Canada ayant trait au Projet doit être offert dans les deux langues officielles, lorsque le Ministère des ressources naturelles le juge pertinent, conformément à la Loi sur les langues officielles.

31. COUNTERPART SIGNATURE

31.1 This Agreement (and any amendments) may be signed in counterparts including facsimile, PDF and other electronic copies, each of which when taken together, will constitute one instrument.

32. SEVERABILITY

32.1 Any provision of this Agreement prohibited by law or otherwise ineffective, will be ineffective only to the extent of such prohibition or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement. The Parties agree to negotiate in good faith a substitute provision which most nearly reflects the Parties' intent in entering into this Agreement.

33. ENTIRE AGREEMENT

33.1 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other agreements, whether written or verbal between the Parties.

SCHEDULE A

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

[PROPONENT NAME]

DESCRIPTION OF THE PROJECT

PROJECT TITLE:	[Project title]
PROJECT OBJECTIVE:	The objective of this Project to support the awareness and use of lower-carbon transportation options, such as energy-efficient technologies and practices and lower-carbon vehicles and fuels in Canada.
PROJECT SUMMARY:	[High level overview of the project]
BENEFITS:	<ul style="list-style-type: none"> • <u>Benefits to Canada / Canadians:</u> Encourage the use of electric and alternative-fuel vehicles in Canada. • <u>Benefits to Stakeholders:</u> Increased capacity to encourage awareness and use of lower-carbon transportation options such as alternative-fuel vehicles and low-carbon fuels.

PROJECT TASKS:

Task Number	Task	Description	Outputs
1	[Task Title] (Timeline)	Under this task, the Proponent will: • (Describe)	• (Describe)
2	[Task Title] (Timeline)	Under this task, the Proponent will: • (Describe)	
3	[Task Title] (Timeline)	Under this task, the Proponent will: • (Describe)	

ACKNOWLEDGEMENT:

In compliance with Paragraphs 17.1, 17.2, 17.3. and 17.4 of Article 17 (Acknowledgement) of this Agreement, the Proponent shall acknowledge the financial support of Canada in all public information produced as part of this Project and shall give Canada a three weeks prior written notice of any media announcement or public event and a reasonable opportunity to review and comment thereon.

Any acknowledgement to Canada should be as follows:

[approved sample NRCan logo]

The Proponent will need to request the vector format before producing the communication material. Also, allow time in the production for Canada to review the communication products before they are published. Where only text is allowed, the acknowledgement will include the following or similar wording: "This (Project name or service or product) is made possible by a financial contribution from Natural Resources Canada."

PERFORMANCE INFORMATION:

Key Performance Indicators:
1. [List of key performance indicators with measurable results for reporting]
2.
3.

SCHEDULE B

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

[PROPONENT NAME]

BUDGET AND ELIGIBLE EXPENDITURES

1. Subject to the limitations set out in Article 6 (Contributions), Eligible Expenditures shall be associated with the execution of the various activities as described in Schedule A (Description of the Project).

Approved Budget (\$)	2022-2023	2023-2024	TOTAL (\$)
Canada (NRCan)	\$ -	\$ -	\$ 0
ELIGIBLE EXPENDITURES			
Salaries and Benefits	\$ -	\$ -	\$ 0
Professional services	\$ -	\$ -	\$ 0
Reasonable travel costs, including transportation, meals and accomodations	\$ -	\$ -	\$ 0
Capital expenses, including informatics and other equipment or infrastructure	\$ -	\$ -	\$ 0
Rental fees or leasing costs	\$ -	\$ -	\$ 0
License fees and permits	\$ -	\$ -	\$ 0
Ovehead expenses directly related to the Project will be considered to a maximum of 15% of Eligible Expenditures	\$ -	\$ -	\$ 0
Total by Fiscal Year:	\$ 0	\$ 0	\$ 0
Total Eligible Expenditures			\$ 0
INELIGIBLE COSTS			
INELIGIBLE EXPENDITURES**			
Ineligible Expenditure Description 1			\$ 0
Total Ineligible Expenditures			\$ 0
IN-KIND COSTS			
Description 1			\$ 0
Total In-Kind Costs			\$ 0
Total Ineligible Costs			\$ 0
TOTAL PROJECT COSTS			\$ 0

Source of Contributions:	Percentage (%)	Cash (\$)	In-Kind (\$)	Total (\$)
Canada (NRCan)	#DIV/0!	0	N/A	0
The Proponent	#DIV/0!	0	0	0
(Insert other Government 1)	#DIV/0!	0	0	0
(Insert other Government 1)	#DIV/0!	0	0	0
(Insert other Contributor name)	#DIV/0!	0	0	0
(Insert other Contributor name)	#DIV/0!	0	0	0
(Insert other Contributor name)	#DIV/0!	0	0	0
TOTAL	#DIV/0!	\$0	\$0	\$0

NOTE: the following limitations apply to the approved budget above:

- 1) In accordance with the departmental GST/PST/HST certification form, the reimbursable Provincial Sales Tax, the Goods and Services Tax and Harmonized Sales Tax costs must be net of any tax rebate to which the Proponent is entitled.
- 2) In-kind costs are those contributions of goods or services provided by the Proponent or other contributors that are considered towards Total Project Costs; however; they are not eligible for reimbursement.
- 3) The Initial Recipient will be paid travel and living expenses, reasonably and properly incurred in the performance of the tasks outlined in Schedule A (Description of the Project), at cost, without any allowance for overhead or profit in accordance with The National Joint Council Travel Directive, updated as required to cover the period during which the travel takes place at: <http://www.tbs-sct.gc.ca/psm-fpfm/pay-remuneration/travel-deplacements/menu-travel-voyage-eng.asp>
- 4) Overhead expenses directly related to the Project will be considered to a maximum of **Fifteen percent (15%)** of total Eligible Expenditures.

When claiming overhead, the Proponent shall provide an explanatory note signed by the Chief Financial Officer or Duly Authorized Officer explaining the overhead expenditures that were incurred.

2. Notwithstanding Article 25 (Amendments), provided the Contribution for any given Fiscal Year is not exceeded, the Proponent may adjust any cost allocated by Eligible Expenditure as listed above by up to **Twenty percent (20%)** of that cost without providing notice to Canada. At the time of submitting a claim for payment, the Proponent must provide Canada with a revised budget.

The Proponent may submit a written request to Canada to make an adjustment greater than **Twenty percent (20%)**. The request must include a revised budget. This request is subject to the approval in writing by Canada's representative identified in Article 24 (Notices).