



Sustainability Applied™

[Date]

Attn: [Co-Applicant Name]
[Address]

Attn: [Co-Applicant Name]
[Address]

Email: [email]

Email: [email]

**RE: GRANT # [Number Assigned by BLOOM]
[Co-Applicant Names] TECHNOLOGY DEMONSTRATION**

Dear [Co-Applicant Names]:

The Bloom Centre for Sustainability (BLOOM), based on the recommendations of an independent Review Panel, has approved a grant to [Co-Applicant Name] and the [Co-Applicant Name], (hereafter referred to as the “Co-Applicants”) in the amount of \$[grant amount] to be used expressly for the Project outlined in the application submitted for the *Clean Technology Demonstration Program* (hereafter referred to as the “Program”). This grant is subject to the following terms and conditions:

1. Specific Grant Conditions:

- 1.1 The Project shall be performed in accordance with and subject to the terms of this Agreement, including the General Terms in Schedule A attached hereto.
- 1.2 The Project will be implemented in accordance with the project funding application submitted to BLOOM (hereafter referred to as the “Application”), and included as Schedule B attached hereto;
- 1.3 The grant monies and any interest earned on them will be used only for the purposes of the Project as outlined in the approved Application. Any changes made in the allocation of the BLOOM grant must be pre-authorized by BLOOM. Any surplus or unused portion of the grant must be returned to BLOOM on the termination of the Project, or on the request of BLOOM;
- 1.4 BLOOM reserves the right in its discretion to reduce the grant amount being contributed to the Project, if the Project is materially affected by local conditions or governmental action, unavailability of promised funds, failure to satisfy any conditions established in this agreement, or for any other cause. BLOOM will consult with the Co-Applicants as soon as reasonably possible before taking any such action. BLOOM will not be liable for any loss, costs or damages suffered or incurred by the Co-Applicants or any other party by reason of any such reduction.



- 1.5 The Co-Applicants certify that the Project has not received and will not be receiving funding from other Programs funded with proceeds from Ontario's Greenhouse Gas Reduction Account.
2. Payment Schedule:
 - 2.1 Payment(s) of the grant as outlined in Schedule C is conditional on receipt of reports and related invoices and support documents showing satisfactory completion of the Project milestones identified in the applicable schedule in Schedule C attached hereto.
 - 2.2 Payments will be made in instalments in accordance with the schedule outlined in Schedule C.
3. Project Net Impacts on GHG Emissions
 - 3.1 The Co-Applicants are required to estimate the greenhouse gas (GHG) savings and impacts of the demonstration Project and to propose an estimation methodology to determine these impacts. Part of this must include establishing a baseline prior to the demonstration Project, and developing a monitoring plan outlining what performance data will be generated and collected during the demonstration project, to calculate GHG net impacts.
 - 3.2 In addition, the Co-Applicants will provide projections on the anticipated rate or extent of market penetration and adoption of the product/technology following the demonstration Project.
 - 3.3 BLOOM will work closely with and support the Co-Applicants to develop appropriate baselines and monitoring plans. This will allow BLOOM to independently analyze the results and quantify the Project's net impact on GHG emissions and other environmental and economic benefits.
4. Reporting:
 - 4.1 The Co-Applicants will provide interim and final reports on the status of the Project and its financial position as specified in the Project schedule included in Schedule C.
 - 4.2 The interim report shall include, at a minimum:
 - ▶ Description of Project activities undertaken;
 - ▶ Progress in meeting the objectives of the Project as defined in the approved Application;
 - ▶ Description of any problems/opportunities encountered and Project modifications or measures being made to address them;
 - ▶ Financial update on the use of the grant (use the same budget format as in the Application) and confirmation of other loans, grants, donations or income secured by the Co-Applicants during the period to cover Project costs. Include a brief commentary where significant budget variances exist;



- ▶ Financial update must be supported by copies of relevant invoices and other proof of expenditure;
 - ▶ Performance results and analyses of the demonstration Project; and
 - ▶ Copies of published media coverage, promotional materials, reports, documents or publications arising from the Project during the period.
- 4.3 The Co-Applicants will provide a final report on or before by March 15, 2019, covering the entire demonstrated Project funded period that shall include, at a minimum, all those elements described in section 3.2.
- 4.4 The Co-Applicants are responsible for and will provide the necessary data and other Project related information throughout the Project to allow BLOOM to develop and conduct an Impact Quantification of GHG emissions and other environmental and economic impacts, at BLOOM's expense.
- 4.5 Late submission of the final report is not permitted unless formally requested of and approved by BLOOM no less than 10 days in advance of the agreed upon deadline. Rescinding of the final payment will result from failure to submit a satisfactory final report within this time frame.
5. Communications and Dissemination:
- 5.1 The Co-Applicants will acknowledge that "The program is an initiative of The Bloom Centre for Sustainability with support of the Government of Ontario" in any promotional material, including press interviews, speeches, press releases, awards, advertisements, or other promotional, advertising or media material, and in its reports to third parties and will display BLOOM's logo and the Ontario logo on promotional material relating to the Project, unless otherwise directed by BLOOM and/or the Province.
- 5.2 The Co-Applicants shall notify BLOOM of any proposed promotional material no less than 20 business days in advance of the proposed date of release. Placement of BLOOM's logo and the Ontario logo must be approved before use.
- 5.3 The Co-Applicants will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Co-Applicants and do not necessarily reflect those of BLOOM or the Province of Ontario.
- 5.4 Designated representatives of BLOOM and the Government of Ontario will be invited to attend any press conferences, openings or celebrations relating to the Project;
- 5.5 The Co-Applicants grant permission to BLOOM, now or in future, a perpetual non-exclusive, royalty-free licence to copy and publish all Project data and information provided to it by the Co-Applicants. BLOOM shall have the right to edit, disseminate, publish and/or republish all Project data and information received from the Co-Applicants free of any copyright claims, moral rights or other intellectual property rights of the Co-Applicants, its employees and contractors. The Co-Applicants will, on request, provide copies of the Project data and information in any electronic format that they may exist in.



- 5.6 The Co-Applicants grant permission to BLOOM, now or in the future, to use this Project data and information in various communications and knowledge transfer material, such as case studies and videos, to be shared publicly. Public release will not occur without the Co-Applicants written approval.
6. Audits and Inspection:
- 6.1 The Co-Applicants agree to permit BLOOM or its agents to inspect the Co-Applicants' business site where the Project is being undertaken, upon reasonable notice and during normal business hours.
- 6.2 The Co-Applicants agree that BLOOM may, at BLOOM's expense, audit any records of the Co-Applicants maintained in support of the Co-Applicants' Project or Grant application, and further, may examine, review, and audit financial and/or program records relating to the Co-Applicants' expenditure of BLOOM's grant and the implementation of the Project and overall compliance with the terms of this Agreement (hereinafter referred to as the "Audit").
- 6.3 The Co-Applicants shall provide BLOOM's auditor with any and all records requested and shall cooperate with the auditor at no expense to BLOOM. It is agreed that BLOOM shall pay the costs of the Audit except in circumstances where the auditor determines that the Co-Applicants have not complied with the terms of this Agreement.
7. Obligations of the Co-Applicants:
- 7.1 Conduct themselves in a professional and business-like manner in all dealings;
- 7.2 Comply at all times with all laws issued by any government or governmental authority of Canada or any province of Canada, or any municipal, regional or other authority, including, without limitation, any governmental department, commission, bureau, board or administrative agency ("**Applicable Laws**"), which affect or govern the conduct and operation of the Co-Applicants, its business, and its performance under this Agreement; for greater clarity, the Applicable Laws include, without limitation, all laws relating to taxation, employment standards and compensation of workers, and Environmental Laws;
- 7.3 Obtain and maintain all permits, certificates, licences and other qualifications required under any Applicable Law.
- 7.4 Have secured all necessary internal corporate approvals to proceed with and complete the demonstration Project as outlined in the Funding Application.
8. Political Activity:
- 8.1 The Co-Applicants agree that no portion of the grant provided by BLOOM may be used for any political activities.



9. Term and Termination:

- 9.1 This Agreement shall commence on the Effective Date and continue thereafter until terminated as provided for herein.
- 9.2 BLOOM may terminate immediately this Agreement, in addition to any other remedies available at law or in equity, for cause in any of the following events:
- 9.2.1 If any warranty, representation or undertaking made by the Co-Applicants in this Agreement (or given in any other document related to this Agreement) is false or misleading in any respect;
- 9.2.2 If the Co-Applicants have breached any term or condition of this Agreement provided that such breach continues for 30 days after BLOOM has in writing demanded that such breach be cured;
- 9.2.3 In the event that the Co-Applicants go into liquidation or bankruptcy, or make an assignment for the benefit of creditors, or make any compromise with creditors or, in the event of insolvency, a proceeding is commenced by or against the Co-Applicants;
- 9.2.4 The Program is terminated by the Ontario Ministry of Research, Innovation and Science or any other governmental authority, or the program agreement between BLOOM and Ontario Ministry of Research, Innovation and Science is terminated, provided that prior notice of such termination is communicated to the Co-Applicants as soon as it is available;
- 9.2.5 In the event that any legal proceeding involving the Co-Applicants is instituted that in the reasonable opinion of BLOOM it materially impairs the ability of the Co-Applicant to fulfill its obligations hereunder; and
- 9.2.6 In the event of a merger or acquisition involving either Co-Applicant such that in the reasonable opinion of BLOOM materially impairs the ability of the Co-Applicants to fulfill its obligations hereunder.
- 9.3 Either Party may terminate this Agreement without Cause upon 30 days' written notice to the other Party.
- 9.4 Upon termination of this Agreement, BLOOM shall continue to pay the Co-Applicants any Grant amounts due with respect to Project activities performed before the termination of this Agreement (notwithstanding that claims for such services may be submitted to BLOOM after the termination of this Agreement).

10. Statements:

- 10.1 All statements contained in any documents or other instruments delivered by or on behalf of the Co-Applicants to BLOOM shall be deemed to be representations and warranties of the Co-Applicants of the facts therein contained.



10.2 It is acknowledged that the Co-Applicants are independent contractors and that nothing in this letter shall be deemed to constitute the Co-Applicants as agent, partner or joint venture with BLOOM, or to give the Co-Applicants the authority to bind BLOOM or otherwise make BLOOM liable to any third party.

11. Reliance:

11.1 The Co-Applicants acknowledge and agree that BLOOM has entered into this Agreement relying on the warranties, representations and other terms and conditions set out in this Agreement notwithstanding independent searches or investigations that may have been undertaken by or on behalf of BLOOM and that no information which is now known or should be known or which may hereinafter become known to BLOOM or its officers, directors or professional advisors shall limit or extinguish any right of indemnification contained herein or otherwise limit, restrict, negate or constitute a waiver of any of the rights or remedies of BLOOM hereunder.

12. Entire Agreement

12.1 This Agreement, including the Schedules, constitutes the entire Agreement between BLOOM and the Co-Applicants pertaining to the Project and the subject matter hereof and supersedes all prior agreements, understanding, negotiations and discussions with respect the Project hereof whether oral or written. This Agreement may only be amended by written agreement duly executed by BLOOM and the Co-Applicants.



Confirm your acceptance of these terms and conditions by signing and returning a copy of this Agreement. If you have any questions or concerns related to the contents of this agreement, please contact Michael Fagan at 905-842-1115, ext. 227 (mfagan@bloomcentre.com) or Kevin Jones , ext. 228 (kjones@bloomcentre.com).

The Bloom Centre for Sustainability

Kevin Jones, MBA, M.Sc.Pl.
President and CEO

Michael Fagan, P.Eng., MBA
Senior Vice President

We acknowledge and agree to the terms and conditions set out above and attached.

DATED: _____, 2018.

I have the authority to bind the organization.

Signature

Signature

Co-Applicant Contact Name

Co-Applicant Contact Name

Co-Applicant Title

Co-Applicant Title

- Attachments: Schedule A: General Terms
- Schedule B: Clean Technology Demonstration Project Funding Application
- Schedule C: Project Milestone and Grant Payment Schedule

Schedule A General Terms

By submitting a Funding Application (“Application”) you confirm that you have read, understand and accept the information contained in the Program Guidelines and the Call for Funding Applications (the “Call”), and, that each of you, as the Co-Applicants (“Co-Applicants”) and any Project partners, agree as follows:

1. The Bloom Centre for Sustainability (“BLOOM”) and the Ontario Ministry of Research, Innovation and Science (MRIS) (collectively the “Funders”) are relying on the information provided in the Application for all purposes relating hereto. The Co-Applicants acknowledge that they have reviewed, and that they are in compliance with, all applicable terms and conditions as stated within the Program Guidelines.
2. The Funders may at any time withdraw, suspend, cancel, terminate, amend or alter all or any portion of this Call, including but not limited to the Application requirements, the Application selection and review process, and the Application eligibility criteria.
3. Applications that do not comply with the requirements described in this Call may be rejected in whole or in part or not considered by the Funders. The Funders reserve the unqualified right to accept or reject a non-compliant Application.
4. This Call is an invitation only. It is not a funding offer and the submission of an Application does not create a contract or agreement of any kind between the Funders and the Co-Applicants.
5. No conduct, act or omission of the Funders, or their directors, officers, consultants, Project advisors, agents, servants and their respective successors and assigns (collectively the “Funding Parties”) other than a written notice to the Co-Applicants signed by an authorized person for the Funders, will constitute an acceptance of an Application.
6. Acceptance of an Application does not create a binding contract between the Funders and the Co-Applicants. The Funders shall not be obligated in any manner whatsoever to any Co-Applicants until a written Grant Funding Agreement (“Grant Agreement”) between the Funders and the Co-Applicants has been duly executed relating to an approved Application.
7. As between the parties, the Application and all information, documents and materials submitted to the Funders in connection with this Call (collectively, “Applicant Information”) are the exclusive property of the Funders immediately upon delivery to the Funders. For clarity, this refers to the materials themselves, not to any technology or innovations disclosed or discussed in them. Intellectual property developed during the course of the Project will be addressed through the Grant Agreement and will normally be owned by the Co-Applicants.
8. The Co-Applicants and any Project partners will keep this Application confidential and will not use, reproduce or distribute it, any portion of it, or any data, information, drawings, or specifications included in or provided with it except as necessary to prepare an Application as requested by the Funders.
9. The Funders will not have any liability whatsoever to the Co-Applicants or any Project partners, or any of them, in connection with this Call or any Application prepared in response to it.

10. The Co-Applicants and any Project partners will not make a claim against the Funders for any reason whatsoever or howsoever relating to this Call. The Co-Applicants are undertaking the expenditures required to prepare and submit an Application entirely at their own risk, and waive any right and release the Funders from any demands, liability, claim or recovery for costs, expenses, or damages incurred whatsoever or howsoever arising out of or relating to this Call or any Application prepared in response to it, whether such right or claim arises in contract, negligence or otherwise.
11. The Funders take no responsibility for the accuracy of the information supplied during this Call by the Funders or the Funding Parties.
12. The Co-Applicants hereby represent and warrant that:
 - 12.1 There are no actions, suits, investigations or other proceedings pending or, to the knowledge of the undersigned, threatened against the Applicant, the Project or the Project assets, including any intellectual property forming part of the Project and to the best of the Co-Applicants' knowledge there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the activities contemplated by the Grant Agreement to be entered into between the Funders and the Co-Applicants and the performance by the Co-Applicants of its duties and obligations under such Grant Agreement;
 - 12.2 All factual matters contained in the Application and Co-Applicants' information are true and accurate, and that all estimates, forecasts and other related matters involving judgment were prepared in good faith and to the best of the Co-Applicant's ability, skill and judgment;
 - 12.3 The Application and Co-Applicants' information does not contain any untrue statement of a material fact nor omit to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading;
13. To the best of the Co-Applicants' knowledge, the Co-Applicants:
 - 13.1 Have, in respect to the Project, assessed trade and competition impacts, including compliance with international agreements;
 - 13.2 Certify that the Project complies with all applicable federal, provincial/territorial and municipal legislation; and
 - 13.3 Certify that neither the Co-Applicants, nor to the knowledge of the Co-Applicants, any Project partner, has paid or agreed to pay either directly or indirectly, any contingency fees for the solicitation, negotiation, or obtaining of BLOOM funding, to any person including a broker, consultant or advisor. 'Contingency fee' means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining BLOOM funding. It is BLOOM policy that any applications or proposals that involve the payment of a contingency fee will be rejected.

Schedule B
Clean Technology Demonstration Project
Funding Application

Sample

Schedule C
Project Milestone and Grant Payment Schedule

Milestone/Activity	Due Date	Payment

Sample