



EARTH DAY CANADA - FUNDING AGREEMENT
Charged for Change Program
(the “Agreement”)

This Agreement is by and between:

EARTH DAY CANADA

a registered charitable organisation incorporated under the federal laws of Canada,
having its head office in the city of Montreal, in the Province of Quebec
(hereinafter referred to as “EDC”)

And

“The Municipality of East Ferris” (hereinafter referred to as the “**Grantee**”) as more fully
described in Schedule A - “Project Details”

EDC and the Grantee are collectively hereinafter referred to as the “**Parties**”; and individually
as, a “**Party**”)

WHEREAS with funding from Aviva Canada Inc. (hereinafter referred to as “**Aviva Canada**”), EDC is making grants available to assist underserved communities across Canada to build public electric vehicle (EV) charging installations to build stronger and more resilient communities;

AND WHEREAS additional provisions applicable to the Project are further clarified in the Terms and Conditions for the Charged for Change Program, attached hereto as Schedule “B” (hereafter the “**Terms and Conditions**”);

AND WHEREAS the Parties wish to clarify the roles, responsibilities, liabilities, accountability, communications and other related issues between the Parties;

AND NOW THEREFORE, the Parties agree as follows:

1. FUNDS

- 1.1. EDC agrees to provide funding to the Grantee (the “**Funds**” or Total Project Allotment) for the Project (Project and Total Project Allotment are defined in Schedule “A” – “Project Details” of this Agreement) in accordance with the Budget set forth in Schedule “A” – “Project Details” of this Agreement, which must be pre-approved in writing by EDC.
- 1.2. The total amount of Funds provided to the Grantee for the Project will depend on the actual costs incurred in connection with the Project activities, and shall not exceed the Total Project Allotment. If the real and actual costs incurred on the Project are less

than the Budget, the amount transferred in the final payment will be adjusted accordingly (or if an amount greater than costs incurred is already transferred, it would need to be reimbursed).

- 1.3. Funds must be used for real costs, actually incurred after the Eligible Cost Date (as defined in Section 3.2 of Schedule "A" - "Project Details") that align to the eligible expenditures as set forth in the guidelines appended hereto as Schedule D.
- 1.4. The Grantee represents and warrants that it has disclosed to EDC all sources of other funding, including cash and/or in-kind contributions from all levels of government, for any activities within the scope the Project.
- 1.5. All costs must be directly related to the Project as set forth in Schedule "A". However, during the execution of the Project, it is, however, permissible to transfer up to ten percent (10%) of funds from one budget category to another budget category (as further described in Section 5.1 of Schedule "A" - "Project Details") without further approval from EDC, provided however that the Total Project Allotment (defined in Schedule "A") is not exceeded.

2. TERM

- 2.1. The Project timelines, including the Project term and end date of the activities, are appended to this Agreement, in Schedule "A" – "Project Details".

3. PAYMENT TERMS

- 3.1. The Payment terms are appended to this Agreement in Schedule "A" – "Project Details".
- 3.2. Notwithstanding any other provision of this Agreement, the total funds available to be paid to the Grantee under this Agreement are subject to the availability of funds provided by Aviva Canada, and if the program is terminated by Aviva Canada and/or EDC, the Grantee shall be responsible for all expenses incurred in connection with the Project's activities.

4. REPORTING

- 4.1. **Interim Report.** An interim report will be submitted in accordance with the reporting timelines appended to this Agreement in Schedule "A" – "Project Details". The interim report will generally include at minimum progress against project activities towards project purpose. Reporting shall include a narrative report and a financial report on budget versus actual spending to the end of the reporting period.

- 4.2. **Final Report.** A final report shall be submitted in accordance with the reporting timelines appended to this Agreement in Schedule “A” – “Project Details” so as to release the final payment holdback (as set forth in Section 6.3 of Schedule “A” – “Project Details”). Reporting shall include at minimum an update on progress against project activities toward project purpose and a financial report on budget versus actual spending to the end of the reporting period.
- 4.3. **General reporting.** In addition, reporting shall include reporting back against the purpose statement set out in Schedule “A” - “Project Details”, and the activities undertaken outlined in Schedule “A” – “Project Details”. Reports may have to include supporting financial documentation as requested by EDC. In addition, the Grantee must keep copies of supporting financial documentation consistent with the Eligible Expenditures Guidelines as they may be requested by the fiscal authorities and/or Aviva Canada, such to support EDC review of reports or in case of audit.
- 4.4. **Usage Reports.** Interim and final usage reports shall be submitted in accordance with the reporting timelines and reporting content appended to this Agreement in Schedule “A” – “Project Details”. These reports will attest of the impact of the project on the community after construction.
- 4.5. If you have any concerns or challenges during implementation and/or execution of the Project, or have to transfer funds in the excess of the of the ten percent (10%) threshold set forth in section 1.5 of this Agreement, please do not hesitate to reach out to Emilie Fargeout, Charged for Change Project Manager at efargeout@earthday.ca.

Please note that if your organization undertakes the collection, use or disclosure of personal information, you should ensure full compliance with all applicable privacy legislation.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed and delivered by its duly authorized representative on this ____ day of _____ 2023.

| MUNICIPALITY OF EAST FERRIS | EARTH DAY CANADA |
|--|--|
| Signature: | Signature: |
| Name: Pauline Rochefort / Monica Hawkins Title: Mayor / Clerk | Name: Valérie Mallamo Title: Executive Director |

SCHEDULE "A" – PROJECT DETAILS

This Schedule "A" is entered into pursuant to and forms part of the Funding Agreement entered into between the Parties dated _____, 2023.

1. GRANTEE

- 1.1. As indicated in the Charged for Change Program Application and confirmed by the Sponsor Selection Committee (as defined in the Application Guide), the Grantee is:

The Municipality of East Ferris, 25 Taillefer Road, Corbeil, ON P0H 1K0, a municipality situated in Ontario.

2. PROJECT

- 2.1. The Grantee shall undertake a Project titled: The *Charged for Change EV Infrastructure Project* (hereinafter "**Project**").

- 2.2. The purpose of this Project is to increase localized charging opportunities in the Grantee's community by increasing the number of electric vehicle charging stations in the community, especially in areas like MURBs, on-street parking, public spaces and workspaces. The purpose is to be achieved by carrying out the activities set out in Section 4 of this Schedule "A". For greater clarity, the Grantee will fulfill the purpose of the Project by installing two (2) charging stations (i.e. two (2) of charging heads) across its community to be more progressive in our approach to EV and become a leader in the transition to EV in our community. The Grantee will work with service providers for procurement of the electric vehicle charging stations and installation of said charging stations, including any necessary electrical work. The Grantee will also obtain any licences or permits required to carry the Project out. The Project is set to begin on May 9th, 2023 and be completed on July 31st, 2023 and will include the following sites:

- **East Ferris Municipal Office**, 25 Taillefer Road, Corbeil, ON P0H 1K0

- 2.3. The Grantee's main contact for the Project is:

Greg Kirton
Director of Community Service
greg.kirton@eastferris.ca
705-752-2740 x 223

3. PROJECT TIMELINE

- 3.1. The Agreement shall commence on the date that the last Party signs (the “**Effective Date**”) and shall continue until May 12th, 2027, unless terminated early in accordance with the Termination provisions in Section 9 of the Terms and Conditions (the “**Term**”).
- 3.2. The Project timelines are as follows.

Project timelines

| | |
|---|--|
| “ Eligible Cost Date ”: The Funds shall only be used for activities carried out after this date. | April 22 nd , 2023 |
| “ Activity Start Date ”: When activities for the project are scheduled to commence. | May 9 th , 2023 |
| “ Activity End Date ”: The Project shall be completed by this date. | On the earlier of: (i) July 31 st , 2023; or (ii) when Project activities are completed and no later than March 31 st , 2024 |

4. PROJECT ACTIVITIES

- 4.1. The Project activities are as follows:

| Activities |
|---|
| <ul style="list-style-type: none"> • Procurement of permits and licences for the operation of a charging stations • Site preparation (any preliminary work required for the site to be ready to receive the electric vehicle charging stations) • Procurement of the electric vehicle charging stations and use thereof with Aviva Canada and EDC branding • Installation of the charging stations • Maintenance of the electric vehicle charging stations |

- 4.2. The Grantee shall also be responsible for maintenance and upkeep of the charging station at its costs once the Project is completed so as to ensure a ninety seven percent (97%) uptime (i.e., eleven (11) days of downtime per calendar year). The Grantee’s obligation to maintain and upkeep the charging station shall be provided for a minimum of ten (10) years after Project completion. For greater clarity, the Grantee shall:
- a. bear all costs and expenses related to the operation, management, maintenance, repair and replacement of the charging stations for a minimum period of ten (10) years in accordance with the financial parameters of the Project as set forth in this Funding Agreement; and

- b. take all reasonable steps to ensure that the charging station site(s) are kept clean and accessible to users and service providers so as to perform the necessary tasks to ensure operation of said charging stations.

5. FUNDS

- 5.1. EDC agrees to provide Funds for up to twenty-nine thousand one hundred twenty Canadian dollars (**CAD \$29,120.00**) in accordance with the Budget below. The total amount of monies provided for the Project will be based on real and actual costs incurred and activities completed and shall not exceed the total allowed amount per the terms of this Agreement as further set forth in the below table:

| Budget Category | Description | Total Funded Amount |
|-----------------------|-----------------------------------|---------------------|
| Professional Services | - Installation costs | \$14,100.00 |
| Capital Expenses | - 2 Single Head Charging Stations | \$15,020.00 |
| TOTAL BUDGET | | \$29,120.00 |

The total budget shall also be referred to as the “**Total Project Allotment**” and can be lowered by EDC upon further review.

** In addition, the Grantee must keep copies of supporting financial documentation consistent with the Eligible Expenditures Guidelines and Section 10 of Schedule “B” - “Terms and Conditions” even if not provided to EDC as part of reporting.*

6. PAYMENT TERMS

- 6.1. **Advance Payment.** Upon signature of this Agreement, EDC shall transfer up to eight thousand seven hundred thirty-six Canadian dollars (**CAD \$8,736.00**) (representing thirty percent (30%) of the Total Project Allotment) to the Grantee.
- 6.2. **Interim Payment(s).** One payment of eight thousand seven hundred thirty-six Canadian dollars (**CAD \$8,736.00**), representing at most thirty percent (30%) of the Total Project Allotment, will be made during the construction period upon provision of the Interim construction report based on real and actual costs incurred.
- 6.3. **Final Payment.** Final payment will be held back until the Final report for all activities and costs is received and approved. After EDC approves the Final report, it shall transfer the final amount owing based on real and actual costs incurred, which shall be the final balance of up to eleven thousand six hundred forty-eight Canadian dollars

(CAD \$11,648.00) (representing at most forty percent (40%) of the Total Project Allotment, adjusted to reflect real and actual spending) to the Grantee.

7. REPORTING SCHEDULE

7.1. The Grantee shall provide written reports to EDC in accordance with the following schedule:

| TYPE OF REPORT | START DATE REPORTING PERIOD | END DATE REPORTING PERIOD | DUE DATE FOR REPORT TO BE SUBMITTED TO EDC |
|--|-----------------------------|---------------------------|--|
| Interim construction report | April 22, 2023 | October 21, 2023 | November 12, 2023 |
| Final construction report | October 22, 2023 | April 21, 2024 | May 12, 2024 |
| Interim Usage Report – Year 1 after construction | April 22, 2024 | October 21, 2024 | November 12, 2024 |
| Final Usage Report – Year 1 after construction | October 22, 2024 | April 21, 2025 | May 12, 2025 |
| Interim Usage Report – Year 2 after construction | April 22, 2025 | October 21, 2025 | November 12, 2025 |
| Final Usage Report – Year 2 after construction | October 22, 2025 | April 21, 2026 | May 12, 2026 |
| Interim Usage Report – Year 3 after construction | April 22, 2026 | October 21, 2026 | November 12, 2026 |
| Final Usage Report – Year 3 after construction | October 22, 2026 | April 21, 2027 | May 12, 2027 |

7.2. The Grantee shall agree to monthly check-in meetings with EDC's project manager during the construction period to provide updates on the Project's progress in accordance with the following schedule and until the Project's completion:

| | |
|----------------------------|--------------------------------|
| Check-in Meeting #1 | June 13 th , 2023 |
| Check-in Meeting #2 | July 13 th , 2023 |
| Check-in Meeting #3 | August 13 th , 2023 |

Check-in meetings may exceptionally be rescheduled to accommodate both Parties if meeting conflicts arise.

8. REPORTING CONTENT

8.1. The interim and final usage reports shall contain the following information:

- Frequency of charger usage
- Average time spent per charging session
- Total downtime for the reporting period
- Statistics relating to the amount of EV car registration vs. overall car registration (i.e., fossil-fueled) (if available)
- Greenhouse Gas (GHG) reduction in CO² equivalent (if available)
- Number of people who directly/indirectly benefitted from the Project (see definitions below)
- One success story of the positive impact the project has had on the community
- Photos and/or videos from the sites of the Project indicating the date and site they were taken

Direct beneficiaries — Those who benefit directly from the funded project.

Indirect beneficiaries — Those who benefit as a result of an improvement made for the direct beneficiaries. For example, children may benefit directly from using a playground while the surrounding community members or parents may benefit indirectly when children have a dedicated play area.

It is to be noted that these measurements and impacts will take time to materialize as uptake can be delayed even after infrastructure has been installed.

SCHEDULE “B” – TERMS AND CONDITIONS

By signing the Agreement, the Grantee hereby agrees to the following terms and conditions:

1. **Application Eligibility Criteria.** The eligibility criteria remain applicable:
 - a. The Project must be located in the province of Ontario;
 - b. The applicant must be a Community as defined in the Application Guide;
 - c. There must be less one (1) public electric vehicle charging station per 8,610 people within a Community;
 - d. The applicant must be able to satisfy legal, insurance and other regulatory obligations with respect to the installation, use and maintenance of EV charging stations;
 - e. The applicant must be able to submit all Projects costs and fulfil its initial financial commitments as further discussed in the Application Guide;
 - f. All Project sites, in particular the electric vehicle charging stations, must be branded with Aviva Canada and Earth Day Canada branding;
 - g. The proposed Project is not subject to Environmental Assessment laws or regulations of any governmental authority, including but not limited to the *Impact Assessment Act* (S.C. 2019, c. 28, s. 1) or the Canadian Environmental Protection Act, 1999 (S.C. 1999, c. 33), and that the Project has no adverse effects on the Community, including any indigenous communities that may be situated near the Project site;
 - h. Use of EV charging stations that fulfill the following specifications:
 - i. Be a permanent installation (mounted or fixed models);
 - ii. Be a new EV charger installation;
 - iii. Be certified for use in Canada;
 - iv. Be a standard level 2 charger;
 - v. Be able to communicate through wireless signal on status and report on usage and/or other capabilities;
 - vi. Increase localized charging opportunities in one of the following spaces, including but not limited to (i) Public Places; (ii) On-Street; (iii) Multi Unit Residential Buildings (MURBs); and (iv) Workplaces, as defined in the Application Guide.

2. **Entire Agreement.** This Agreement includes: (i) the present Agreement and (ii) all schedules appended hereto.

3. **Payment.** Any payments by EDC to the Grantee can only be used by the Grantee for Project expenses incurred within the Eligible Expenditure Period (as defined in the Application Guide and in Section 3 of Schedule “A” - “Project Details”) and cannot be used for any ineligible activities as set out in the Application Guide and Schedule “D”. Payment of any funding under this Agreement is subject to the availability of funds and may be cancelled or reduced in the event that the Aviva Canada cancels or reduces its funding to EDC. In such

circumstances, the Grantee shall be responsible for all expenses incurred in connection with the Project's activities until completion of said Project. In addition, it is possible that EDC may advance funds to the Grantee prior to the commencement of the Project. This amount will be considered an advance against fees and expenses incurred by the Grantee and will be accounted for in any reporting by the Grantee on the Project.

4. **Repayment.** The Grantee shall repay to EDC the amount of any funds provided to which it is not entitled, including the amounts of any payments: (i) made in error; (ii) made for costs in excess of the amount actually and properly incurred for those costs; or (iii) that were used for costs that were not eligible under this Agreement (including the Application Guide) or that were not in alignment with the Eligible Expenditure Guidelines. Such amounts shall be promptly repaid to EDC, upon receipt of notice to do so and within the period specified in the notice.
5. **Progress Reports and Payments.** Payment and reporting expectations are set out in the Agreement. Installment payments contemplated in the Agreement will be based on confirmation by the Grantee (a) of reasonable progress on the Project, and (b) that any resources or funds previously provided by EDC have been applied to the Project appropriately, with supporting documentation. If the Grantee is not abiding by the terms of this Agreement, then EDC, in its sole discretion, may reduce installment payment amounts, or withdraw or withhold funds or other resources. The Grantee shall immediately notify EDC regarding any changes to its eligibility for funding program as set out in the Application Guide.
6. **Relationship.** Nothing in this Agreement shall constitute or be construed to create a partnership, agency, joint venture, or an employment relationship as between the Parties and neither Party shall hold itself out as partner, agent, joint venturer, or employee of the other or any other type of relationship that renders one Party liable for the debts or obligations of the other Party except as specifically provided for in this Agreement. Nothing in this Agreement creates any undertaking, commitment, or obligation by EDC respecting additional or future funding of the Project beyond the Term, or that exceeds the maximum contribution specified in this Agreement. In addition, nothing in this Agreement creates nor is to be interpreted, construed, or held out as creating any role, responsibility, obligation, or interest for or in Aviva Canada.
7. **Insurance.** Without in any way limiting the liability of the Grantee under this Agreement, it shall be the sole responsibility of the Grantee to maintain and keep in force and effect during the term of this Agreement sufficient insurance against liability resulting from anything done or omitted by the Grantee in carrying out the activities under this Agreement, for such coverage limits as a reasonably prudent Party carrying out the same or similar activities might obtain, as covering any damage to, or the malfunction of the charging station. For greater clarity, the Grantee should obtain:

- a. General Liability Insurance Policy for the protection of the public and participants, including, without limiting the foregoing, a “wrap-up” liability insurance policy covering bodily injury, personal injury and property damage, in an amount not less than five million Canadian dollars (CDN \$5,000,000) per occurrence, including contractual liability, cross-liability and products and completed operations liability, on an occurrence basis; and
 - b. Property insurance Policy and more particularly an all-risk property insurance policy in an amount of at least five million Canadian dollars (CDN\$5,000,000) covering all charging station site(s), to protect the charging stations against damage, destruction or loss caused by fire, explosion, theft and vandalism. The Grantee should assume all risk of damage, loss or destruction, and to be responsible for the foregoing; and
 - c. Supplier and Subcontractor Insurance for ensuring that the Grantee’s service providers and subcontractors maintain insurance coverages substantially similar to that provided herein.
8. **Confidentiality.** Each Party acknowledges that, during the Term of this Agreement, it may be required from time to time to disclose to the other Party certain confidential and proprietary materials, information and data relating to that Party’s activities (all of which is referred to as “**Confidential Information**”). Each Party acknowledges that the other’s Confidential Information, other than that which is publicly known, is confidential and proprietary information. The Parties shall not, during the term of this Agreement or thereafter, use, disclose, divulge, or make available each other’s Confidential Information to any third party either directly or indirectly in any manner whatsoever without the prior written consent of the other Party. Notwithstanding anything to the foregoing, EDC may share Confidential Information with its advisors and Aviva Canada as required.
9. **Termination.** In the event of improper use of the funds by the Grantee under, or a material breach by the Grantee of, any term of this Agreement, as determined by EDC, EDC may terminate this Agreement effective immediately upon delivery of written notice of termination to the Grantee. In the event of termination, the Grantee will forthwith refund to EDC any monies advanced by EDC and not expended in accordance with the terms of this Agreement and EDC will have no further obligations under the Agreement, except that of providing the funding due for any activity provided for in the Project and carried out in good faith by the Grantee, when applicable.
10. **Books and Records and Reporting.** Each party shall maintain full and complete books and records of the Project. EDC and Aviva Canada reserve the right to audit the Grantee and the Grantee shall provide reasonable access to its books and records for this purpose for a period of seven years following completion of the Project. The Grantee shall provide full

and complete reports, including invoices, receipts, vouchers, payment records, results achieved or any discrepancies thereof, on the Project to EDC and Aviva Canada, in the form required by EDC and Aviva Canada. In addition to the foregoing, the Grantee will cooperate with any inquiry into the use of the funds by EDC, Aviva Canada and their agents or representatives and grant access to its documents, records, and premises as required for such inquiry. The Grantee understands that any concerns may be discussed by Aviva Canada with EDC and/or the Grantee.

11. **Segregation of Funds.** The Grantee shall keep all funds received from EDC segregated and apart from other funds of the Grantee, either in its accounting system or in a separate bank account, so that the funds of EDC are separately identifiable.
12. **Monitoring and Evaluation.** The Grantee will be responsible for the routine management and monitoring of the Project. The Grantee shall permit EDC to inspect all records that are related to the Project, and if the Grantee deems it useful, can allow EDC to enter any premises used by the Grantee in connection with the Project, in order to inspect Project-related records. The Grantee consents to the provision of contact information of senior management of the institution so that they can participate in a survey, interview, case study or other data collection exercise initiated by Aviva Canada.
13. **Amendment.** This Agreement may be amended upon mutual written agreement of the Parties.
14. **Assignment or Subcontracting.** Neither party may assign, pledge, mortgage or otherwise encumber any of its rights under this Agreement without the prior consent of the other.
15. **Contractual Commitments with Third Parties.** EDC shall not be held liable for any contractual commitments entered into by the Grantee with any third party for the performance of the Project.
16. **Compliance with Laws and Governing Laws.** Each of the Parties agree to comply with all laws, ordinances, rules, and regulations of any government, any federal, provincial or territorial government body or local agency that affect the Project. The Grantee shall obtain, prior to the commencement of the Project, all permits, licences, consents, and other authorizations that are necessary for carrying out the Project. The Grantee shall ensure that professionals delivering specialized services as part of or related to the Project have the relevant certifications or checks. This Agreement and the rights and obligations and relations of the Parties shall be governed by and construed in accordance with the laws applicable in Ontario.
17. **Dispute Resolution.** In the event a dispute arises out of or in connection with this Agreement, the dispute shall be settled by mediation or as otherwise agreed upon by the

Parties to the dispute. All proceedings relating to mediation shall be kept confidential, and there shall be no disclosure of any kind.

18. **Indemnity.** The Grantee agrees, both during and following the Term, to defend, indemnify, and hold Aviva Canada and EDC, its directors, officers, members, employees, volunteers, agents and affiliates, and their respective directors, officers, members, employees, volunteers, agents harmless from and against any direct loss, claim, cause of action, suit, injury, expense, damage or liability, including reasonable legal costs, relating to or as a result of: (a) this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder; (b) the negligence or wilful misconduct of the Grantee in connection with or related to the performance of its obligations pursuant to this Agreement; (c) any misrepresentation made by the Grantee in any application to or communication with EDC or made by the Grantee in furtherance of its performance pursuant to this Agreement; or (d) any breach or default by the Grantee of any of its obligations pursuant to this Agreement.
19. **No Responsibility (Aviva Canada).** The Grantee agrees nothing in this Agreement shall have the effect of, or be interpreted as creating any responsibility, commitment, obligation, or liability for Aviva Canada.
20. **Limitations of Liability.** EDC will not be liable to the Grantee for any direct, indirect, incidental, special, consequential, or exemplary damages (including damages for loss of profits, revenues, customers, opportunities, goodwill, use, or data), even if a Party has been advised of the possibility of such damages. Further, EDC will not be responsible for any compensation, reimbursement, or damages arising in connection with terms of this agreement, including (A) the termination or suspension thereof; (B) the discontinuance of the Charged for Change program; (C) the cost of procurement of substitute funding; (D) any investment, expenditures, or commitments by the Grantee in connection with this agreement. In any case, EDC's aggregate liability, if any, under this agreement will not exceed the amount of funding the Grantee actually receives under this agreement and that may have given rise to the claim during the 12 months before the liability arose.
21. **Professional Certifications for Grantee and all Subcontractors.** The Grantee shall ensure all personnel undertaking the Project, including, but not limited to, its own personnel and those of subcontractors and third parties have the proper registration with the appropriate professional governing body/accreditation for personnel.
22. **Intellectual Property.** Any work, including, without limitation, deliverables, reports, data collected and processed, creative assets, course materials, drafts, apps, software tools or edits to EDC programs, created by or during the activities using funds contributed by Aviva Canada and provided by EDC shall be the sole property of EDC. The Grantee shall, execute all documents, do all other acts necessary and generally assist EDC to secure and protect

its ownership on, and intellectual property rights in and to such work. Additionally, the Grantee: (i) warrants that the works shall not infringe on the copyrights of others; and (ii) shall include an acknowledgement, in a manner satisfactory to Aviva Canada and EDC, on any work which is produced by it with funds contributed by Aviva Canada and provided by EDC under this Agreement, acknowledging that the works were produced with funds contributed by Aviva Canada, and identifying the Grantee as being solely responsible for the content of such work. All materials supplied by EDC and/or Aviva Canada to Grantee in connection with this Agreement, including, without limitation, and as may be applicable, all manuals, reports, data, artwork, graphics, logos, video and other products and documents, are and shall remain the sole property of EDC ("**EDC Materials**") and/or Aviva Canada ("**Aviva Canada Materials**"), respectively. No rights are transferred to Grantee with respect to EDC Materials and/or Aviva Canada Materials, except to the extent necessary to perform the Project. All materials of Grantee, which may include, without limitation, pre-existing materials, templates, forms, know-how, processes, precedents, software and technologies, created, developed and/or produced outside of the activities and without using the funds contributed by Aviva Canada and provided by EDC, are and shall remain the sole property of Grantee ("**Grantee Materials**"). No rights are transferred to EDC and/or Aviva Canada with respect to the Grantee Materials, except to the extent necessary for the performance of this Agreement.

23. **Public Recognition and Media Communication.** The Grantee agrees to abide at all times, by EDC's and Aviva Canada rules for promotion and advertisement of the *Charged for Change Program* and public recognition of Aviva Canada's financial support, as further set out in Schedule "C", which shall survive the termination of this Agreement.

SCHEDULE "C" – PROMOTION AND ADVERTISEMENT OF THE CHARGED FOR CHANGE PROGRAM AND PUBLIC RECOGNITION OF AVIVA CANADA'S FINANCIAL SUPPORT

1. Recognition Statement

- 1.1. To recognize Aviva Canada's and EDC's contribution to the Project, the Grantee must ensure that the following statements are used in any work deliverables produced for or in relation to or as a result of the Project by anyone including the Grantee:
- a. "The *Charged for Change EV Infrastructure* Project is funded by Aviva Canada via Earth Day Canada under the Charged for Change Program", (the "**Text**"); and,
 - b. The wordmark and/or logo provided by Aviva Canada and EDC; and,
 - c. Any other statement provided by Aviva Canada and/or EDC.

2. Branding Tools

- 2.1. "**Branding Tool(s)**" includes all official marks, design marks, word marks, composite marks, symbols and logos of the Project, used by Aviva Canada and EDC for the purposes of making the Project publicly recognizable, identifiable with the Project's various activities, programs and services and funding by Aviva Canada.
- 2.2. With respect to Branding Tool(s):
- a. Aviva Canada may at any time notify EDC of an additional Branding Tool or Tools that it requires EDC and the Grantee to use. EDC will notify the Grantee of any such additional requirements. The Branding Tool or Tools must be used in the same way as set out in this Schedule "C" for the use of the Text.
 - b. The Branding Tool or Tools must not be used instead of the Text.
 - c. The Branding Tool or Tools must be used in addition to the Text.
 - d. The Grantee must start using the Branding Tools as of the date specified in Aviva Canada's notice.
 - e. The Branding Tool or Tools must not be modified from its original form except in sizing.
- 2.3. For all work deliverables made available via the Internet where the Text is used, the Text must link to the website or websites that EDC identifies to the Grantee.
- 2.4. For all documents, the Text must be prominently displayed in the masthead or on an acknowledgement page at the front of the document regardless of where other sponsors, supporters or funding parties are acknowledged or recognized. The Text

must be at least of equal size, prominence and duration as that accorded to the other sponsor(s), supporter(s) or funding party(ies).

3. Social Media and Materials Made Otherwise Available On the Internet

- 3.1. Three (3) publications promoting the milestones of the Project (i.e. one (1) publication for each of the milestones: beginning of construction, construction in progress, opening of the EV charging stations to the public) shall be released to the public via the communication channel the Grantee deems fit (e.g. social media, website publication, etc.). All material shall be approved by Aviva Canada and EDC before publication.
- 3.2. With respect to public materials:
 - a. The Grantee agrees that Aviva Canada and EDC may, for the purposes of advertising and promoting the Project, reproduce, redistribute and otherwise make available to the public or any part of the public work deliverables, that the Grantee may make available via social media or otherwise on the Internet.
 - b. The Grantee hereby grants to Aviva Canada and EDC the rights, permissions, consents and releases necessary to permit Aviva Canada to do as set out in subsection a.
 - c. The Grantee hereby certifies and warrants to Aviva Canada and EDC that the Grantee has, or will have at the time the Grantee makes the work deliverables publicly available, all the rights, consents, releases and permissions, necessary to:
 - i. make the work deliverables publicly available; and
 - ii. grant Aviva Canada and EDC the permissions, rights, consents and releases to do as set out in subsection a.

4. Media Releases

- 4.1. A pre-approved quote from Aviva Canada and EDC must be included in all releases that refer to funding sources of the Project. The Grantee must contact EDC for the quote at least twenty (20) business days in advance of issuing the release.

5. Websites and Mobile Applications

- 5.1. The Text must be displayed on the landing page or home page or, if both exist, on both of any Grantee controlled Website and on any other page or section where other sponsors, supporters or funding parties are identified. The Text must link to Aviva Canada and EDC's websites.

6. Photographs, Videos, Audio Recordings and Written Accounts

- 6.1. If the Grantee documents the Project or any activity funded under the Project using photographs, video(s), audio recording(s) or written account(s), Aviva Canada and EDC may request to reproduce, distribute and further use any photograph, video, audio recording or written account or part thereof to promote and advertise the Project. If the Grantee agrees to provide to Aviva Canada and EDC all permissions, consents, releases and rights considered necessary by Aviva Canada and EDC for Aviva Canada and EDC to use the photograph, video, audio recording or written account or part thereof for the purposes set out in this section by signing the document provided by Aviva Canada for this purpose.
- 6.2. Aviva Canada may, with the agreement of the Grantee, send a photographer, a videographer, or both and any required support staff to document the Project or parts of the Project. In this case, the Grantee must:
 - a. provide access as reasonably required to the Project event or activity sites; and
 - b. facilitate interviews with Grantee staff present at the Project event or activity.

7. Media Events and Spoken Recognition

- 7.1. The Grantee shall organise a celebratory event with the community to mark the Project completion and the beginning of availability to the public. Aviva Canada and EDC will be involved and provide support to the Grantee to a certain extent. The event should include a photo opportunity with a professional photographer and a live charging session with the newly built infrastructure. The community, community representative, local media (if possible) and Aviva Canada and EDC representatives would be invited to attend.
- 7.2. The Grantee must speak the Text during any speaking opportunities at media events or other promotional or advertising activities related to the Project.
- 7.3. The Text must be spoken by either the Grantee or appropriate representative from the organization in attendance at the activity.

8. Compliance to Branding Guides

- 8.1. The Grantee must have the Aviva Canada and EDC branding on all Project sites, in particular the electric vehicle charging stations. For purposes of clarity, an Aviva Canada and EDC logo lock-up will be provided that must be predominantly visible on the electric vehicle charging station, preferably in front or, alternately, on the sides of the charging station, and in a manner compliant with Aviva and EDC branding

guidelines, as appended in Schedule “E” - “Logo usage guidelines EDC” and Schedule “F” – “Logo usage guidelines Aviva Canada”.

- 8.2. For purposes of clarity, “predominantly visible” means that the recommended size for the Aviva Canada and EDC lock-up must be 6.7 in x 4.3 in (17cm x 11 cm) for the landscape version and 3.5 in x 7.5 in (9cm x 19cm) for the portrait version. The lock-up **cannot be smaller** than 5.1 in x 3.5 in (13cm x 9cm) for the landscape version and 2.6 in x 6 in (7cm x 15cm) for the portrait version. If for some reason, the minimum size requirement is not compatible with the EV charger, please contact Emilie Fargeout at efargeout@earthday.ca to find an alternative solution.
- 8.3. Four (4) lock-ups of the Aviva Canada and EDC logos will be provided, as follows, as well as two (2) Aviva Canada logos and two (2) EDC logos:
- 1 portrait lock-up in the recommended size of 3.5 in x 7.5 in (9cm x 19cm)
 - 1 landscape lock-up in the recommended size of 6.7 in x 4.3 in (17cm x 11 cm)
 - 1 portrait lock-up in the minimum size required of 2.6 in x 6 in (7cm x 15cm)
 - 1 landscape lock-up in the minimum size required of 5.1 in x 3.5 in (13cm x 9cm)
 - 1 Aviva Canada logo in the recommended size of 2.75 in x 2.75 in (7cm x 7cm)
 - 1 Aviva Canada logo in the minimum size required of 2 in x 2 in (5cm x 5cm)
 - 1 EDC logo in the recommended size of 2.75 in x 2.75 in (7cm x 7cm)
 - 1 EDC logo in the minimum size required of 2 in x 2 in (5cm x 5cm)
- 8.4. The Grantee’s logo can be added on the EV charger and should be the same size as the Aviva Canada and EDC logo, regardless of the size that is chosen.
- 8.5. The Aviva Canada and EDC branding must remain on the EV chargers for a duration of a minimum of 10 years.
- 8.6. **All the branding needs to be reviewed by Aviva Canada and EDC before going to production to be placed on the EV chargers.**

For any questions about branding guidelines, please contact Emilie Fargeout at: efargeout@earthday.ca.

SCHEDULE "D" – ELIGIBLE EXPENDITURES GUIDELINES

Understanding 'eligible expenditures'

Important: EDC can only approve expenditures that are demonstrated as 'eligible expenditures' in accordance with these Eligible Expenditures Guidelines. In addition to reviewing the proposed project budget as part of the application process, EDC will review the financial reports and supporting documentation of funded projects to ensure eligibility of costs and expenditures.

In order to be considered 'eligible expenditures' for projects funded by EDC, expenses must be:

- Directly attributable to the project
- In furtherance of project activities and outcomes
- Reasonable
- Actually and properly incurred
- In line with these Eligible Expenditures Guidelines and the terms of the Agreement,

and the following documents must be provided:

- Evidence that each charging station is continually operational, which can include real-time data from chargers, servers, or the cloud, and photographs of active users at the charging stations;
- Photographs of Project site(s) with Aviva Canada and Earth Day Canada branded and installed electric vehicle charger(s), including the address and the date the photograph was taken;
- All documents supporting the Applicant's request for reimbursement, including proof of payment, receipts, timesheets for any salary costs, and invoices with a list of all eligible expenditures related to the purchase and installation of the charging station(s), etc.; and
- Any other documentation that Earth Day Canada and/or Aviva Canada may require to support the reimbursement claim.

All eligible expenses need to be verifiable, detailed, and supported by proper documentation. Reimbursement by EDC will be based on actual expenditures incurred, as supported by the relevant source documents (for example, receipts).

Ineligible costs across categories

As an environmental non-for-profit organization and registered charity, there are some costs that EDC is unable to fund.

In addition to the list below, consult the common ineligible costs listed under each budget category in the following sections.

The following costs are considered ineligible costs, and therefore not eligible for reimbursement by EDC:

- Expenses covered by another funding source
- Gift cards, gifts, prizes, and/or incentives for participation
- Costs or expenses for entertainment
- Purchasing land and/or buildings, real estate fees and related costs
- General professional memberships and professional development fees
- Training for personnel not dedicated to the project
- Provision for losses or potential future liabilities
- Contingencies
- Exchange losses
- Interest expenses
- Fines, penalties, and/or administrative orders
- Taxes for which an organization is eligible for a tax rebate
- Alcohol or cannabis
- Individual membership fees for private clubs (e.g., golf clubs, gyms)
- In-kind costs;
- Legal costs;
- Ongoing operating costs (e.g., electricity consumption, operation, maintenance, networking fees, subscription fees, etc.); and
- Costs incurred outside the eligible expenditure period which runs from April 22nd to March 31st of the calendar year following the year in which funding may be provided, including those for preparing the application

*Please note that the above list is non-exhaustive and can be amended from time to time. EDC will review budgets and financial documentation of funded projects to ensure alignment with the principles of these Eligible Expenditures Guidelines.

Ineligible activities

Ineligible activities include but are not limited to:

- Direct service delivery
- Major capital projects
- Purchase of land and buildings
- Partisan, political or election-related activities
- Publication of books or research

- Direct fundraising activities or events
- Projects that benefit only private interests
- Activities that undermine, restrict or infringe on human rights legally protected in Canada
- Sub-granting projects/activities
- Sponsorship, endowment funds, and donations

Eligible Expenditures & Budget Categories

How to use this section

This section sets the rules and parameters for eligible expenditures in each of the six budget categories below:

1. Salaries and benefits;
2. Professional services (e.g. scientific, technical, management, contracting, engineering, construction, installation, testing and commissioning of equipment, training, marketing, data collection, logistics, maintenance, printing, and distribution);
3. Capital expenses, including informatics and other equipment or infrastructure;
4. License fees and permits;
5. Costs associated with environmental assessments;
6. GST, PST and HST net of any tax rebate(s) to which the applicant may be entitled.

To be considered 'eligible expenditures', costs and expenditure must comply with the parameters set out herein for each budget category, as well as the characteristics of eligible expenditures listed earlier. Each Budget Category section below includes:

- An explanation of the purpose of the category
- The Eligible Costing Rate for costs in that category
- Common eligible costs in the category
- Common ineligible costs in the category
- Supporting documentation that must be retained over the course of the project. Documentation may be requested by EDC at any time to substantiate eligibility of costs. Further, all original source documentation for the project must be held on file for a period of 7 years in case of audit.

1. Salaries and benefits

This budget category represents the cost of personnel, payroll and other compensation for employees working on activities to achieve the project's outcomes. Salary costs and benefits, or



hourly wages for individuals employed to work on activities directly related to the project objectives are eligible expenditures.

Any person working on the project who is covered by the organization's employee policies should be reflected in this cost category.

Eligible Costing Rate: Actual sums paid to employees (including permanent, temporary or short-term employees) in accordance with the organization's usual pay scales and practices for personnel required by the organization to carry out the activities of the project. This should reflect the total cost of an employee including vacation pay and benefits, as well as the organization's standard contributions for benefits as required by virtue of a company policy or collective agreement.

Common eligible expenditures

Salaries: Salaries include wages for all personnel with direct involvement in the Project, such as engineers, construction staff, and technical advisers. All eligible personnel must be employees on the Grantee's payroll. 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 normal gross pay before deductions. Normal gross pay is calculated based on regular pay for the applicable period excluding premiums paid for overtime or shift work. The payroll amount should not include any reimbursement or benefit granted in lieu of salaries or wages. When hourly rates are being charged for salaried personnel, the hourly rates shall be calculated based on the remuneration for the period (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 audits. Management personnel are required to maintain appropriate records of the time devoted to the Project.

Honoraria. Where it is considered a cultural norm, for example for Indigenous Elders, honoraria should be included in this category. The principle of reasonableness applies, and documentation should be kept.

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. Items with no relationship to the Project or that have been charged on an indirect basis are non-eligible. Where applicable, benefit expenses will be agreed on prior to the signing of the agreement. If retroactive adjustments are made, EDC must be notified prior to the reimbursement claims being submitted.

Common ineligible costs - Note: this list is non-exhaustive

- Bonuses or additional remuneration
- Redundancy costs
- Severance costs
- Payments such as shares, stock, stock options, etc.

Supporting documentation that must be retained:

- Time management/tracking records such as timesheets
- Payroll documentation and/or general ledger showing personnel expenses
- Documentation of honoraria paid
- Other similar documents

2. Professional services

This budget category represents the cost of consultants, advisors, and specialized professional service providers who are not personnel of the organization but are required to achieve the project purpose and activities. A professional service provider is an individual with significant training, qualifications, and expertise in a professional, scientific, technical, or managerial field who provides a service to the organization for the project.

Note that contractors are self-employed, and as such do not receive benefits from the organization and are responsible for their own taxes and invoicing against the contract. Further, contractors are expected to have their own equipment, technology, or other materials required for the work.

Eligible Costing Rate. 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, and distribution. The amount eligible from a subcontractor, a consultant, or service provider shall be the actual contract amount and a copy of the contract must be kept on file.

Common ineligible costs - Note: this list is non-exhaustive

- Tender costs to secure services
- Statutory and employee benefits (as professional service providers are contracted, and not employees of the organization)
- Fees that exceed fair market value

- Increased fees for overtime not covered by the contract with the professional

Supporting documentation that must be retained:

- Procurement records for tender/RFP/RFQ, due diligence on costing (including justification of fair market value rate), sole sourcing forms if applicable
- Contract with contractors, purchase orders (PO), invoices, and receipts for payment
- Other similar documents

3. Capital Expenses

This budget category represents expenditures that result in an enduring benefit, as required by the Project.

Eligible Costing Rate: capital expenses can include, but are not limited to, the purchase of charging equipment and costs associated with site preparation and networking equipment; however, land is not considered an eligible expenditure under this program.

Common ineligible costs - Note: this list is non-exhaustive

- Land purchases
- Retrofitting/Upgrading existing capital assets

Supporting documentation that must be retained:

- Receipts for purchases
- Procurement records for tender/RFP/RFQ for larger purchases or supplier contracts, and sole sourcing forms if applicable
- Due diligence on fair market value costs (including justification that the supplier chosen offers fair market value compared to other quotes)
- Contract with contractor, purchase orders (PO), invoices, receipts
- Other similar documents

4. Licences and Permit Fees

This budget category is used for any licence or permit required to carry the Project out.

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

Common ineligible costs - Note: this list is non-exhaustive

- Any licence or permit not directly related to the Project

Supporting documentation that must be retained:

- Copy of the licences and permits
- Other similar documents

5. Costs Associated with Environmental Assessments

Should an environmental assessment on this Project be required, any costs related to that process would be included here. This could include costs for public consultation or preparing the environmental impact statement.

Common ineligible costs - Note: this list is non-exhaustive

Any environmental assessment not directly related to the Project

Supporting documentation that must be retained:

- Records that the environmental assessment was completed
- Other similar documents

6. GST, PST and HST

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

Supporting documentation that must be retained:

- Receipt for purchases or services
- Other similar documents.

SCHEDULE “E” – LOGO USAGE GUIDELINE EDC

The logos of Earth Day Canada and Earth Day France are registered trademarks. The use of any of these [trademarks](#) for promotional or commercial communication purposes is strictly prohibited without the written permission of Earth Day Canada | Jour de la Terre Canada.

MESSAGE FROM THE PRESIDENT

The Earth Day Canada logo is the symbol of our organization. It reflects our strength, vision, and values.

The purpose of this guide is to help you correctly use the Earth Day Canada logo for both print and web formats.

Proper use of the Earth Day Canada logo depends on everyone’s commitment to use it according to some simple principles — and with pride. By following the rules in this guide, you will help to present a clear and consistent image of Earth Day Canada and to connect our logo with our environmental actions.

These guidelines provide you with the basic components of Earth Day Canada’s visual identity. Please respect them carefully in order to maintain the integrity of our identity.

A handwritten signature in grey ink, appearing to read "PL", located below the text of the President's message.

Pierre Lussier
President

VISUAL IDENTITY

The Earth Day Canada logo represents our visual identity. There are four versions of the Earth Day Canada logo. The “Earth Day.ca” version is for English usage in Canada. The “Jour de la Terre .ca” version is for use in francophone Canada (especially Quebec), the “Jour de la Terre .fr” version is for use in France, and the “Jour de la Terre .org” version for the francophonie. These elements are fixed. Proper use of the Earth Day Canada logo relies on the correct handling of these components to ensure that our logo is a strong and consistent representation of our visual identity.



VISUAL IDENTITY AND COLOURS

Below you will find the requirements for the minimum logo size and the minimum free space required around the logo for both print and web use. Please strictly comply with these specifications. For special requests, please contact Earth Day Canada at the following email address: communication@jourdelaterre.org. Colours play an important role in communicating our brand. The Earth Day Canada logo must never appear with colours other than those defined below.

MINIMUM FREE SPACE REQUIRED FOR PRINT AND WEB FORMATS

Do not overload the Earth Day Canada logo. The illustration on the right shows the empty space that should always surround the Earth Day Canada logo. Any other elements such as fonts, images, or the corner of the page must always be outside of this free space. The free space around the logo must be proportional to the size of the C.



MINIMUM SIZE FOR PRINT AND WEB FORMATS

To ensure that the logo is clearly legible when printed, do not use the logo with a size less than 1.2 cm in height, or 45 pixels on the screen.



GUIDELINES

When reproducing the Earth Day Canada logo in a colour document, it must always appear in shades of blue and green based on coated or uncoated Pantone or as CMYK for a 4-colour print.

| COLOUR | RGB | CMYC | PANTONE COATED | PANTONE UNCOATED |
|--------|---------------------------|---------------|----------------------|------------------------|
| Blue | 8 - 153 - 223 #0899df | C76 M24 Y0 K0 | Pantone Coated 2925C | Pantone Uncoated 299U |
| Green | 16 - 229 - 178 #10e5b2 | C62 M0 Y44 K0 | Pantone Coated 3385C | Pantone Uncoated 3385U |

FONT

The typeface used in our communication tools is an essential part of our visual identity. Consistent use of fonts improves the recognition and effectiveness of our communications. For our communication and marketing tools, only one font family is used: [Brandon Text](#).

Brandon Text Regular ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890

Brandon Text Bold **ABCDEFGHIJKLMNOPQRSTUVWXYZ**
abcdefghijklmnopqrstuvwxyz
1234567890

Brandon Text Black **ABCDEFGHIJKLMNOPQRSTUVWXYZ**
abcdefghijklmnopqrstuvwxyz
1234567890

INCORRECT USAGE

Anyone using the Earth Day Canada logo must do so properly. To ensure the consistency of the visual identity, the logo must always be reproduced from the original electronic file. It must never be modified, redrawn, or rearranged in any way. The following are examples of incorrect usage of the logo.

Never stretch or change the proportions of the logo.



Never crop the logo.



Always use the correct colours.



Never use the logo vertically.



Never use drop-shadows.



Never frame the logo.



Never invert the colors in the logo.



Never change the font.



Never use the logo as a design pattern.



DIFFERENT VERSIONS OF THE LOGO

Each logo is available in three versions (colour, black, white) and in two formats (as an image .PNG and as a vector file .EPS). It is important to use the correct version of the Earth Day Canada



logo when working with graphic designers or printers in order to produce communication materials such as pamphlets, invitations, newsletters, advertisements, or multimedia.

CONTACT

If you have any questions about using the Earth Day Canada logo, or if you would like to have a document reviewed before printing, please contact Emilie Fargeout at efargeout@earthday.ca

SCHEDULE “F” – LOGO USAGE GUIDELINE AVIVA CANADA

You must adhere to the Aviva Branding Guide (in PDF format) attached hereto.

Aviva Marks:

