CONTRIBUTION AGREEMENT

THIS AGREEMENT dated the______day of_________________, 2026.

CLIMATE CHANGE AND EMISSIONS MANAGEMENT (CCEMC) CORPORATION
operating as
EMISSIONS REDUCTION ALBERTA
of 2503, 10088 – 102 Avenue, NW
Edmonton, AB T5J 2Z1

("**ERA**")

-and-

[name of Recipient]

of [complete address of Recipient]

(the "**Recipient**")

(each a "**Party**" and collectively the "**Parties**")

WHEREAS:

A. The Recipient has proposed the Project described in this Agreement;

B. ERA is offering the Recipient a financial contribution for the Project; and

C. The Recipient wishes to accept the financial contribution under the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and payments made herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INTERPRETATION

1.1 Unless a term is defined within this Agreement it has the meaning listed at Schedule C, "**Definitions**".

1.2 In this Agreement, unless the context requires otherwise:

(a) words importing a gender include all genders;
(b) words importing the singular include the plural and vice versa;
(c) the terms "costs" and "expenses" have the same meaning unless otherwise specified;
(d) include or including means include or including without limitation;
(e) any references to dollars or currency are to Canadian dollars ($CAD);
(f) any technical or industry specific words or phrases not otherwise defined herein shall have the meaning ascribed to such terms in the industry in which they are normally applied or used; and
(g) any references to legislation or regulations include any amendments thereto or successor legislation or regulations.

1.3 ERA shall not be liable for nor bear any foreign exchange risk or exposure that the Recipient may incur as a result of this Agreement.

1.4 The following schedules are incorporated in and form a part of this Agreement:

Schedule A - Project Description, Budget and Project Plan
Schedule B - Payment Process and Reports
Schedule C - Definitions

1.5 In the event of any inconsistency or conflict between the Schedules and the body of this Agreement, the body of this Agreement shall govern.

1.6 This Agreement, including its Schedules, constitutes the entire agreement between ERA and the Recipient with respect to the Project and the Contribution, and supersedes all previous agreements, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.

1.7 No amendment made to this Agreement is valid unless it is incorporated into the Agreement in writing and the amendment is signed by both Parties.

1.8 The Recipient may not assign this Agreement, in whole or in part, without the written consent of ERA. For certainty, any assignment carried out without the consent of ERA shall render the Agreement null and void.

2. THE CONTRIBUTION

2.1 Using the payment process outlined at Schedule B (the "**Payment Process**"), ERA shall provide the Recipient with a non-repayable contribution (the "**Contribution**") not exceeding $• Canadian dollars in accordance with the Budget and Project Financing Schedule as described in Schedule A (the "**Budget and Project Financing Schedule**"). For certainty, the maximum amount that ERA shall pay the Recipient under this Agreement is the amount of the Contribution. If the Total Project Eligible Expenses decrease then, at ERA's sole discretion, the Contribution and Budget and Project Financing Schedule may be adjusted in accordance with section 2.2.

2.2 The maximum Contribution payable shall not exceed 50% percent of the Total Project Eligible Expenses.

2.3 ERA's obligation to pay the Contribution is conditional on ERA, acting reasonably, being and remaining satisfied that:

(a) the Recipient has received legally binding commitments or funds from third parties for the Project as set out in Schedule A and such funding is sufficient to carry out and complete the Project and remains in place;
(b) the Recipient is in compliance with all of its obligations under this Agreement; and
(c) the Project is proceeding, continues to conform to the work plan as set out in Schedule A (the "**Work Plan**") and remains on schedule to be completed by the Project Completion Date.

For greater certainty, ERA shall not be obligated to pay any instalments if ERA, in its sole discretion, acting reasonably, believes that the Recipient or any of its officers, directors, shareholders, agents, affiliates, subsidiaries, contractors or associates are conducting their business and affairs in a manner that is contrary to the spirit and intent of ERA's mandate, or the terms and conditions of this Agreement.

2.4 The Recipient shall use the Contribution Proceeds solely for Eligible Expenses, incurred for the purposes of carrying out the Project. Any portion of the Contribution Proceeds expended by the Recipient other than for Eligible Expenses is immediately repayable to ERA.

2.5 Immediately upon receiving the Contribution Proceeds, the Recipient shall identify in its records the Contribution Proceeds as being received for Eligible Expenses and used by the Recipient in a commercially reasonable manner that allows for identification of the funds, at no cost to ERA. For Projects that receive funding on a reimbursement basis, in the event that circumstances change such that the Invoiced Amounts do not accurately reflect reimbursements for Eligible Expenses, those Contribution Proceeds shall be retained by the Recipient and thereafter ERA, acting reasonably, will determine if the funds should be applied to a subsequent reimbursement or returned to ERA.

2.6 The Recipient acknowledges that the Contribution may not be sufficient to cover the entire cost of the Project and the Recipient shall be solely responsible for raising funds from other sources to complete the Project. The Recipient is responsible for its budget and for any costs associated with the Project. For certainty, any costs associated with raising funds are not considered Eligible Expenses.

3. THE PROJECT

3.1 The Recipient shall carry out the Project as set out in Schedule A and comply with all requirements contained therein. For all Major and Very Major Changes, the Recipient shall communicate to ERA, as soon as possible, proposed changes in the Project related to direction, scope, costs, types of expenditures or third party funding, including any extensions required to secure funds, through an ERA Project Change Request Form ("**Change Request Form**").

3.2 For any Changes, the Recipient must request and make a recommendation with reasons for such Change to the Steering Committee. Thereafter, the Recipient shall only make Changes to the Project in accordance with the following:

(a) for Minor Changes, by noting in the Steering Committee minutes that such a Change has been approved by the Steering Committee. For clarity, any Minor Changes will be finally determined by the Recipient acting reasonably;

(b) for Major Changes, the Recipient shall communicate to ERA, as soon as possible, the proposed changes in the Project through a Change Request Form. Thereafter, ERA will consider the Major Change request and either approve or deny the Major Change in ERA's sole discretion. If a Major Change is approved this Agreement shall be amended accordingly; and

(c) for Very Major Changes, the Recipient shall communicate to ERA, as soon as possible, the proposed changes in the Project through a Change Request Form. Thereafter, ERA's board of directors or CEO in accordance with ERA's Delegation of Authority guidelines, will consider the Major Change request and either approve or deny the Very Major Change in their sole discretion. If a Very Major Change is approved this Agreement shall be amended accordingly.

In addition, the ERA Project Advisor may determine that the Project has changed and require that the Recipient or Steering Committee initiate the Change process in accordance with this Article 3.

3.3 The Recipient shall complete the Project on or before the Project Completion Date. Any portion of the Contribution Proceeds not used or accounted for in accordance with this Agreement as of the Project Completion Date is immediately repayable by the Recipient to ERA.

3.4 The Recipient shall comply with all applicable laws, orders and authorizations that expressly or by implication apply to the Project or the Recipient in respect of the Project and this Agreement and shall immediately disclose to ERA if it contravenes any of the foregoing.

3.5 The Recipient shall ensure that any subcontracts entered into by Recipient in connection with the Project are consistent and comply with the Recipient's obligations and responsibilities set forth in this Agreement. Further, the Recipient shall remain fully responsible and liable for the actions, omissions, and performance of its contractors to the same extent as if such actions, omissions, or performance were carried out directly by the Recipient.

4. ELIGIBLE EXPENSES

4.1 Eligible expenses ("**Eligible Expenses**") are only those expenses related to the Project that are incurred between:

(a) the later of:

(i) the deadline for the Recipient to submit its Full Project Proposal being [NTD: insert date]; and

(ii) the Project Start Date (as shown on Schedule "A"); and

(b) Project Completion Date,

and which are consistent with those listed in ERA's current Eligible Expenses and Cost Instructions Guide (available on ERA's website), as amended from time to time.

4.2 The Recipient acknowledges that ERA must be satisfied in its sole discretion that all expenses incurred by the Recipient are Eligible Expenses and conform to the Budget and Project Financing Schedule, prior to making any payments of the Contribution in accordance with the Payment Process. For greater certainty, payment does not preclude further investigation of Eligible Expenses subject to the terms of this Agreement. In addition, if there are changes to the Project budget made in accordance with this Agreement the Recipient shall update the Budget and Project Financing Schedule based on the mutually agreed revisions. Failure to update the Budget and Project Financing Schedule in accordance with this section Agreement may result in delay or rejection of Contribution payments.

5. STEERING COMMITTEE

5.1 A steering committee (the "**Steering Committee**") shall be established for the Project, consisting of representatives appointed by each of the Parties. The Recipient may include up to a maximum of two (2) representatives, including a primary representative (the "**Recipient Liaison**"), and each of the project partners (if applicable) may include one (1) representative. In the event the Recipient Liaison changes, the Recipient shall update ERA immediately. ERA shall appoint up to two (2) representatives to the Steering Committee, including a primary representative (the "**ERA Project Advisor**"). Additional representatives from the Recipient, ERA or other project partners may attend Steering Committee meetings on an as-needed basis, as determined by the Steering Committee.

5.2 The Steering Committee shall:

(a) meet with such frequency as may be required for the effective operation of the Project, but at minimum on a quarterly basis;
(b) monitor the progress of the Project;
(c) review the Recipient's invoices that accompany the Reports;
(d) provide guidance about the Project regarding technical and financial matters as needed;
(e) provide strategic direction; and
(f) make recommendations on the Budget and Project Financing Schedule.

5.3 Any decisions during meetings of the Steering Committee shall be made on a consensus basis, provided that each Party shall ensure that the representatives of said Party on the Steering Committee act reasonably and in good faith in arriving at said consensus. In the event of a tie in the votes of the Steering Committee representatives, the Committee Chairperson shall not have a casting or deciding vote.

5.4 At the beginning of each year of the Project, the Recipient shall appoint a representative as Steering Committee chairperson ("**Committee Chairperson**") from among the Recipient's representatives with the consent of ERA, which consent shall not be unreasonably withheld.

5.5 The Committee Chairperson shall:

(a) prepare the meeting agenda;
(b) organize and conduct the meeting;
(c) prepare a written record of the meeting; and
(d) provide all Steering Committee members with a Notice of Steering Committee meetings that includes the meeting agenda, and the date, time and location of each meeting.

In the event of a deadlock in the votes of the Steering Committee representatives as to the making of any decision, the Committee Chairperson shall not have a casting or deciding vote. If any representative on the Steering Committee determines it necessary, any matter upon which the Steering Committee representatives have voted which is deadlocked shall be referred for resolution in accordance with Section 12.1 hereof.

6. RECIPIENT'S REPRESENTATIONS, COVENANTS AND WARRANTIES

6.1 The Recipient covenants, represents and warrants that:

(a) any real or perceived Conflict(s) of Interest which are known or ought to be known to the Recipient have been disclosed to ERA prior to the Project Start Date;

(b) at all times the Recipient shall immediately inform ERA of any real or perceived Conflict(s) of Interest which arise prior to or during the Term;

(c) at all times the Recipient or its officers, directors, shareholders, employees, contractors, affiliates, subsidiaries, partners or agents, will comply with all applicable human rights and employment laws in the jurisdictions in which they do business;

(d) at all times the Recipient or its officers, directors, shareholders, employees, contractors, affiliates, subsidiaries, partners or agents will adhere to Canadian anti-corruption and money laundering laws, including but not limited to the Canadian Criminal Code, the *Corruption of Foreign Public Officials Act* (Canada) (as amended), and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (as amended);

(e) at all times the Recipient and its officers, directors, shareholders, employees, contractors, affiliates, subsidiaries, partners or agents will adhere to Canadian laws governing the making of public statements about environmental matters relating to a business' products or practices, including claims of sustainability, "net-zero", carbon neutrality, eco-friendliness or recyclability;

(f) any invoice that it presents to ERA for expenses incurred in completing the Project is for Eligible Expenses;

(g) it shall carry out the Project in a diligent and professional manner;

(h) it has or shall obtain the necessary financial resources to complete the Project and private funds invested in the Project will always be equal to or greater than any Contribution Proceeds received;

(i) it has made full, true and plain disclosure to ERA of all facts relating to the Project that are material to this Agreement;

(j) it has, or shall obtain, all necessary licenses, permits, approvals and authorizations, including any licenses, permits, approvals and authorizations required under law, including Environmental Laws, to proceed with the Project and to perform its obligations under this Agreement;

(k) any environmental issues or concerns relating to the Project which are known or ought to be known to the Recipient have been disclosed to ERA, and the Recipient shall inform ERA of any environmental issues or concerns regarding the Project which arise prior to or during the Term;

(l) the execution by the Recipient of this Agreement and the carrying out of this Agreement and the Project by the Recipient have been duly and validly authorized by the Recipient in accordance with applicable law, and this Agreement shall constitute a binding legal obligation of the Recipient;

(m) there is presently no action, suit or proceeding being brought or pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient which could result in the expropriation of any property of the Recipient or which could affect its operations, properties or financial condition or its ability to complete the Project;

(n) it has not entered into any agreements with other funders or sponsors in relation to the Project which conflict with the obligations of the Recipient under this Agreement or is prejudicial to the rights of ERA under this Agreement;

(o) it is in compliance with all laws, orders and authorizations which relate to or affect it and is not subject to any order of any court or other tribunal affecting its operations;

(p) it shall ensure that the individuals named in the Project Plan and who are employees or contractors of the Recipient shall be assigned to or otherwise enabled to perform their respective roles in the Project;

(q) it shall not alter the scope of the Project without prior written consent of ERA, such consent not to be unreasonably withheld, and in accordance with section 3.2;

(r) any person who has been lobbying on behalf of the Recipient to obtain the Contribution and who is required to be registered pursuant to the *Lobbyists Act*, SA 2007, c.L-20.5 was registered pursuant to such Act at the time the lobbying occurred;

(s) it shall not pledge any part of the Contribution as security for any loan or debt of any kind except as expressly authorized by ERA in writing;

(t) if directed by ERA, it shall forthwith repay to ERA any overpayments or unexpended balances of the Contribution Proceeds, and such amounts shall constitute a debt due to ERA;

(u) at all times, its insurance policies are in full force and effect, and the Recipient is not in default with respect to (i) the payment of any premium or (ii) any material provisions contained in such policies;

(v) if applicable to the business and operations of the Recipient, or as otherwise required by law, it shall at all times maintain valid worker's compensation coverage;

(w) since the Full Project Proposal date, there has not been: (i) any material adverse change in the assets, liabilities, financial condition or operations of the Recipient or, to the knowledge of the Recipient, the third parties reflected in the Full Project Proposal; (ii) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the Project or the properties or business of the Recipient or, to the knowledge of the Recipient, the third parties reflected in the Full Project Proposal;

(x) it shall to the satisfaction of ERA, acting reasonably, ensure that all Total Project Eligible Expenses are incurred in a manner that is transparent, competitive and consistent with value for money principles;

(y) it shall work with ERA to ensure that all relevant Project information is uploaded into the ERIMS and on an ongoing basis as required by ERA;

(z) it shall submit to ERA, through ERIMS, the Final Outcomes Report - Confidential, the Final Outcomes Report – Non-Confidential, and the Final Financial Report in accordance with Schedule B; and

(aa) it shall advise ERA of all applications or proposals for offset credits with the Government of Alberta offset system in respect of the Project during the Term and for a period of five (5) years following the Project Completion Date.

7. RECORDS, REPORTING AND MONITORING

7.1 During the Term and for a period of five (5) years following the Project Completion Date, the Recipient shall maintain or cause to be maintained full, accurate and complete records of the activities conducted in furtherance of, and the results achieved through the conduct of, the Project, including full, accurate and complete records and books of account relating to the receipt and expenditure of the Contribution and other funds received and expended for the purposes of the Project. The Recipient acknowledges that all information and records issued or maintained by ERA pursuant to this Agreement become and remain the property of the Crown in right of Alberta. Any records required to be maintained pursuant to this Agreement are subject to the access and protection provisions of the *Access to Information Act*, SA 2024, c.A-1.4 and the *Protection of Privacy Act*, SA, 2024, c.P-28.5.

7.2 The Recipient shall, if requested by ERA, upon thirty (30) days' Notice, permit any authorized representatives of ERA, or auditors engaged by ERA, to examine the Recipient's books, accounts and other records related to the Project and the Contribution, and to make copies thereof. The Recipient shall provide the authorized agents with such assistance as may be reasonably required during such an inspection. This right of inspection is limited to the purpose of ascertaining whether this Agreement has been complied with, and ERA shall not have any general right to obtain custody or copies of records in the custody of the Recipient.

7.3 The Recipient shall, upon receiving Notice, permit authorized representatives of ERA, to attend at the premises of the Recipient or at the place where the Project is being carried out, for the purpose of examining the premises and progress of the Project in order to assess whether the Recipient is in compliance with the terms of this Agreement. The Recipient shall provide ERA's authorized representatives with such assistance as may be reasonably required during such a site visit.

7.4 The cost of any special audit, examination or report may be payable by ERA to the Recipient, in ERA's sole discretion, acting reasonably, unless the audit, examination or report reveals non performance, non observance or breaches of this Agreement or indicates that the records and books of account were inadequate to permit a determination of how the Contribution Proceeds were used by the Recipient or what results were achieved through the conduct of the Project, in which case the cost shall be borne by the Recipient.

7.5 The Recipient shall provide to ERA all Reports, the Final Outcomes Report – Non-Confidential, Final Financial Report and the Verification Report in the manner and at times set out in Schedule B.

8. INTELLECTUAL PROPERTY, INNOVATION AND KNOWLEDGE TRANSFER

8.1 Ownership of any Project Technology developed through the Project shall follow the practices of the Recipient and agreements to which the Recipient is a party. The Recipient acknowledges the importance to ERA of Intellectual Property created through or as a result of the Project being used to the Benefit to Alberta and that for ERA to adhere to the spirit and intent of its Grant Agreement with the Government of Alberta, it requires a mechanism, discussed within this Article, that compels Recipients to attempt commercialization of Project Technology.

8.2 Subject to sections 8.3 and 8.4, ERA shall keep the Project Technology and Reports, together with the Final Financial Report confidential for a period of two (2) years from the Project Completion Date (the "**Confidentiality Period**"), except to the extent that:

(a) any information in the Reports becomes publicly available through no fault of ERA; or
(b) the Parties agree otherwise.

8.3 ERA may share with its Affiliates, who shall be bound by confidentiality obligations on similar terms to those contained herein, any records or information of any kind whatsoever, including any reports, provided to it under this Agreement. In addition, throughout the term ERA shall be entitled to immediately publish forecasts, based on ERA's internal assessments and without liability to the Recipient, concerning the potential impact of the Project in reducing greenhouse gas ("**GHG**") emissions and the Benefit to Alberta generally.

8.4 In accordance with Schedule "B", the Recipient shall provide evidence to ERA that the Recipient is undertaking to protect and commercialize the Project Technology and it shall provide a written technology transfer plan (the "**Commercialization and Technology Transfer Plan**"), which for certainty shall be incorporated into, and form part of, the Final Outcomes Report - Confidential, and the Final Outcomes Report – Non-Confidential, to ERA which is satisfactory to ERA in its sole discretion. ERA may agree to extend the Confidentiality Period to allow the Recipient to obtain patents and licenses with respect to the Project Technology if in ERA's sole discretion acting reasonably, it determines that an extension is required in order for the Recipient to successfully execute the Commercialization and Technology Transfer Plan. ERA may revoke the Confidentiality Period if the Recipient fails to:

(a) deliver a Commercialization and Technology Transfer Plan that is satisfactory to ERA in its sole discretion and thereafter does not deliver a modified Commercialization and Technology Transfer Plan that is satisfactory to ERA in its sole discretion within thirty (30) days after receiving ERA's Notice of such failure, or

(b) follow the Commercialization and Technology Transfer Plan delivered in accordance with this Section and does not:

(i) correct the failure within sixty (60) days after receiving ERA's Notice of such failure, or

(ii) provide a modified Commercialization and Technology Transfer Plan, which is satisfactory to ERA acting reasonably and promptly, within thirty (30) days after receiving ERA's Notice of such failure.

8.5 The Commercialization and Technology Transfer Plan shall address the items in ERA's Template For Final Outcomes Reports and CTTP, including (without limitation), reasonable commercial terms that are likely to increase the probability of the Project Technology being licensed and commercialized by the Recipient, its Project partners and others, for use in the Province of Alberta and in accordance with the principle of Benefit to Alberta. Opportunities to commercialize the Project Technology shall, where feasible, be presented firstly to appropriate Alberta businesses or organizations with suitable expertise and prior to the implementation of any Commercialization and Technology Transfer Plan consideration shall be given to the following factors:

(a) an existing company in Alberta with receptor capacity to commercialize;
(b) an expansion of an existing company in Alberta;
(c) the formation of a new company in Alberta;

(d) joint ventures or strategic alliances with a company in Alberta;
(e) co-manufacturing involving a company in Alberta;
(f) cross-licensing or co-development with a company in Alberta;
(g) establishment of a new subsidiary in Alberta; and
(h) development or production in Alberta by a foreign company.

If the Recipient chooses to pursue commercialization opportunities through a foreign company, it must first provide ERA with the rationale and circumstance for such decision before the decision is finalized.

8.6 The Recipient hereby grants ERA a non-exclusive, world-wide, royalty-free, non-transferable, perpetual, irrevocable, fully paid-up license to make, use, copy, modify, display, telecommunicate, sublicense and otherwise exploit the Project Technology and Reports, which shall become effective:

(a) immediately for purposes related to internal research and analysis;
(b) at the expiry of the Confidentiality Period for any other purpose provided that such purpose does not compete with the Recipient's commercialization of the Project Technology; or
(c) immediately for any other purpose if this Agreement is terminated as a result of an uncured Recipient Event of Default, or if the Confidentiality Period has been revoked by ERA as a result of the Recipient's uncured failure to deliver a Commercialization and Technology Transfer Plan, or uncured failure to follow the Commercialization and Technology Transfer Plan, as contemplated in section 8.4.

8.7 At any time following any Confidentiality Period, ERA may publish the Reports or components thereof on its public website, and may, from time to time, make a general public notice that such Report has become available.

8.8 The Recipient hereby grants ERA a non-exclusive, world-wide, royalty-free, non-transferable, perpetual, irrevocable, fully paid-up license to make, use, copy, modify, display, telecommunicate, sublicense and otherwise exploit the Final Financial Report and the Final Outcomes Report – Non-Confidential, which license shall become effective upon ERA's receipt of same. At any time following the Project Completion Date, ERA may publish the Final Outcomes Report – Non-Confidential on its public website, and may, from time to time, make a general public notice that such report has become available. For clarity, the only components of the Final Financial Report that ERA may publish are the Total Project Costs and the Contribution.

8.9 ERA shall make no representations or warranties regarding use of the research, the Project, the Final Financial Report, the Final Outcomes Report – Non-Confidential, or Reports by any person and provide a disclaimer, disclaiming any liability for such use.

8.10 Prior to any publication in accordance with section 8.7, ERA shall ensure that the Recipient has thirty (30) days to review the contents of the proposed publication. If a determination is made by the Recipient, acting reasonably, that the Recipient's confidential information is contained in the proposed publication such that disclosure would cause it material harm, or if the publication would reasonably be a breach of the Recipient's confidentiality obligations to third parties, ERA will cooperate to remove, redact or anonymize such portions of the Report(s) before making such Report(s) publicly available. After the expiration of the thirty (30) day review period or the date that the identified confidential information has been removed, redacted or anonymized, whichever date is the later, the proposed publication may proceed.

8.11 Nothing in this Agreement limits the ability of ERA to comply with or exercise its rights under the *Access to Information Act*, SA 2024, c.A-1.4 and the *Protection of Privacy Act*, SA, 2024, c.P-28.5.

9. LIABILITIES, INDEMNITY AND INSURANCE

9.1 ERA, its officers, directors, members, employees, contractors, Affiliates, subsidiaries, partners or agents shall have no responsibility and shall not be liable whatsoever to the Recipient for any direct, indirect or consequential loss, injury or damage suffered by the Recipient as a result of a decision made by ERA pursuant to, and in accordance with, this Agreement, and as a result of the establishment or operation of the Project. If the Recipient makes any claim against ERA, then this provision may be pleaded as an estoppel against any action brought by the Recipient.

9.2 The Recipient shall be liable for and indemnify and hold harmless ERA, its officers and directors, employees, agents, contractors, Affiliates and their respective officers, directors and employees from and against any and all liabilities, claims, demands, actions and costs (including legal costs on a solicitor-client basis) whatsoever that may arise directly or indirectly out of any act or omission of the Recipient or its officers, directors, shareholders, employees, contractors, affiliates, subsidiaries, partners or agents in respect of this Agreement. This indemnity and hold harmless provision shall survive this Agreement.

9.3 The Recipient shall abide by all Environmental Laws with respect to the Project and indemnify and hold harmless ERA, its officers and directors, employees, agents, contractors and their respective officers, directors and employees from any and all liabilities, claims, demands, actions and costs (including legal costs on a solicitor-client basis) whatsoever that may arise directly or indirectly out of any act or omission of the Recipient or its officers, directors, shareholders, employees, contractors, affiliates, subsidiaries, partners or agents in respect of any breach of any Environmental Laws by the Recipient, including any reclamation or remediation costs associated with the Project. This indemnity and hold harmless provision shall survive this Agreement.

9.4 For the purposes of the Excise Tax Act, it is the Parties' intention that the Contribution is a grant and is not consideration for any taxable supply of property or services by the Recipient to ERA. Accordingly, the Contribution is not subject to GST/HST, and no GST/HST is charged or payable on the Contribution. Notwithstanding anything else to the contrary in this Agreement, in the event that it is determined that the Contribution is subject to GST/HST, the Recipient agrees that it shall be solely responsible for payment of any GST/HST and all associated costs and expenses, and shall indemnify and hold harmless ERA for any GST/HST, interest or penalty assessed, and all costs and expenses incurred by ERA as a result of or in connection with the Recipient's failure to pay the GST/HST in respect of the Contribution.

9.5 The Recipient shall, without limiting its liabilities herein, insure its operations:

(a) under a contract of General Liability Insurance in an amount customary for the nature and scope of business carried on by the Recipient and with due consideration to the increased risk associated with the Project, insuring against bodily injury, personal injury and property damage, including loss or use thereof, which insurance shall include products liability; and

(b) an all risk replacement cost policy for property that the Recipient owns or has an insurable interest in which is used in any way in connection with the Project.

The Recipient shall, upon reasonable written request from ERA, provide ERA with written evidence of the required insurance within Five (5) business days of said request. The Recipient shall provide ERA with thirty (30) days' Notice of cancellation or material change restricting coverage.

10. NON-PERFORMANCE

10.1 Each of the following events constitutes an event of default under this Agreement ("**Event of Default**"):

(a) if, in ERA's sole discretion, acting reasonably, the Recipient:

(i) fails to proceed with the Project; or

(ii) is not carrying out the Project;

(b) except for Minor Changes, the Recipient alters the Project without the consent of ERA;

(c) the Recipient uses any part of the Contribution Proceeds other than for the Project; or

(d) the Recipient otherwise breaches any of its obligations pursuant to this Agreement, including, without limitation, Section 16.2(a).

10.2 Upon the occurrence of an Event of Default ERA may give Notice (the "**Remedy Notice**") to the Recipient referring to such Event of Default and requiring the Recipient to remedy the breach within such reasonable time as ERA may, in its sole discretion acting reasonably, determine.

10.3 If the Recipient fails to commence to remedy the breach within the time specified in the Remedy Notice or the Recipient fails to diligently pursue such remedy to completion, ERA may do any one or more of the following:

(a) terminate this Agreement immediately;
(b) demand repayment of all or any portion of the Contribution;
(c) refer any matter or dispute involving interpretation or application of any provision of this Agreement to be resolved in accordance with section 12; or
(d) pursue any remedy available to ERA in law or equity.

11. TERMINATION

11.1 In the event that the Government of Alberta demands that funds provided to ERA under the Grant Agreement between ERA and the Government of Alberta dated April 21, 2023 be returned, and such demand requires return of funds:

(a) not already paid to the Recipient; or
(b) committed to the Recipient under a milestone already underway,

then ERA may terminate this Agreement without cause by providing ninety (90) days' Notice to the Recipient, in which case this Agreement shall be terminated as of the date given in such Notice. For certainty, nothing in this clause shall be construed to require the Recipient to repay funds already paid to it by ERA.

11.2 On termination of this Agreement, ERA may require the Recipient to do one or more of the following and, depending on the requirement, the Recipient shall immediately:

(a) make no further commitments for expenditures and make no further disbursements from the Contribution Proceeds except with ERA's prior written consent;
(b) transfer to ERA any or all Contribution Proceeds not already committed to Eligible Expenses at the time of termination;
(c) provide an accounting of the Contribution Proceeds with an audit report setting out details of revenues and expenditures from the Contribution Proceeds from the date of last audited financial statements to the date of termination including the balance of the Contribution Proceeds remaining; and
(d) provide any of the Reports for the portion of the Project completed up to the date of termination.

12. DISPUTE RESOLUTION

12.1 In the event of any dispute regarding the interpretation or application of any provision of this Agreement, the Parties shall refer the matter for joint discussion by Senior Officials of the Recipient and ERA. If the Senior Officials cannot resolve a dispute, the Parties shall participate in mediation with a mutually acceptable mediator. Mediation shall proceed on the following basis:

(a) if the Parties cannot agree on a mediator, they shall ask the President or Executive Director of the Alberta Arbitration and Mediation Society to assist in the selection process;
(b) the Parties shall share the cost of the mediator equally and bear their own costs incurred with respect to the mediation;
(c) no evidence of anything said or of any admission or communication made in the course of the mediation shall be admissible in any legal proceeding, except with the consent of both Parties; and
(d) any resolution reached shall be based on the full participation of and an agreement made between the Parties.

13. COMMUNICATIONS

13.1 The Recipient shall acknowledge the support of ERA, and the Government of Alberta as the source of ERA funding, in all of the Recipient's publications, promotions or advertising that relate to the Project in the following ways:

(a) in all published articles, presentations, posters, websites, signage or other presentation of the Project, ERA and the Government of Alberta shall be acknowledged and the ERA and the Government of Alberta logos must be used in conjunction with this acknowledgment;

(b) the use of ERA's full name - Emissions Reduction Alberta is preferred;

(c) using reasonable efforts, verbal acknowledgment must be made of the ERA and the Government of Alberta support for all opportunities where the Project is profiled, including lectures, tours, lab visits and media interviews;

(d) where practicable all media interest or inquiries to profile the Project to the media must be directed to ERA communications personnel, and in any event in a timely manner following any such action;

(e) the Recipient must inform ERA communications personnel if the Project results or research shall be published in a major journal such that it might result in a press release from such journal; and

(f) one copy of all the documents, materials or presentations referred to in subsection 13.1(a) above, must be sent to ERA for ERA's records on the Project.

13.2 The Recipient shall make reasonable commercial efforts to notify ERA prior to the publication of any articles, presentations, posters, websites, signage or other presentation of the Project, and in any event in a timely manner following any such action.

13.3 Unless commercially impractical or required by law, the Recipient shall not make any public announcement or issue any press release regarding the entering into of this Agreement or the making of the Contribution, except in consultation with and approval of ERA as to the contents of the announcement or press release, which approval shall not be unreasonably withheld.

13.4 In the event of a significant discovery, breakthrough or achievement in relation to the Project that may merit consideration for public announcement, the Recipient, using reasonable commercial efforts, shall:

(a) notify ERA in a timely manner of the discovery, breakthrough or achievement, with reasonable details;

(b) consult with ERA regarding the desirability of and content of a public announcement or press release; and

(c) refrain from making any public announcement or press release except with the approval of ERA as to the contents of the announcement or press release, which approval shall not be unreasonably withheld.

14. CONFIDENTIAL INFORMATION

14.1 The Recipient shall not disclose any third party confidential information or document or make use of any intellectual property rights subject-matter that it becomes aware of or takes possession of from a third party during the implementation of the Project, without having obtained written authorization from the third party releasing it from the obligation of confidentiality, and the Recipient shall ensure that all of its employees, representatives, delegates, agents, consultants or subcontractors act accordingly. Upon request of ERA, the Recipient shall provide ERA with a copy of the authorization obtained.

14.2 The Recipient shall not disclose any confidential information or document nor make use of any intellectual property rights subject-matter that it becomes aware of or takes possession of during the implementation of the Project regarding ERA or provided by ERA, without first having obtained written permission from ERA, and the Recipient shall ensure that all of its employees, representatives, delegates, agents, consultants or subcontractors act accordingly.

14.3 The Recipient shall maintain procedures to detect, discover and assess potential Information Security Incidents related to the Project or its interactions with ERA through automated means and individual reports, and in the event of an ISI it shall immediately: (i) notify ERA with all relevant details related to the ISI; (ii) analyze, remediate and recover (including providing any required notice letters) from each identified ISI, using appropriate internal and external resources; and iii) capture and preserve evidence related to the ISI and provide same to ERA as requested.

15. NOTICES

15.1 Any notices, approvals, consents and other communication under this Agreement shall be in writing (each such communication being a form of "**Notice**") to the following respective addresses:

(a) if to ERA:

at the address noted in the preamble
Attention: Heather Stephens, COO

Email: hstephens@eralberta.ca

(b) if to the Recipient:
at the address noted in the preamble
Attention: ·

Email: ·

Either Party may change its address information by giving Notice to the other Party. Any Notice is deemed to have been received on the day of delivery, if hand-delivered, when the other Party acknowledges receipt, if sent by registered mail and one (1) business day following transmission, if sent by email.

15.2 ERA designates and authorizes the ERA Project Advisor as having authority to communicate to the Recipient on behalf of ERA any direction, notice, consent or other communication under this Agreement. The Recipient designates and authorizes the Recipient Liaison as having authority to communicate to ERA on behalf of the Recipient any direction, notice, consent or other communication under this Agreement. In the absence of any further designation or limitation communicated by either Party to the other, each Party may assume that ERA or the Recipient has duly authorized any such communication from any of the above individuals, as the case may be.

16. MISCELLANEOUS

16.1 This Agreement is an agreement for the Contribution only. It does not create a partnership, agency, joint venture or employer/employee relationship between the Parties and the Recipient shall not represent itself as such, including in any agreement with a third party.

16.2 (a) It will be a breach of this Agreement by the Recipient if, without the prior written consent of ERA, acting reasonably, the Recipient causes or suffers to exist any sale, transfer, assignment, or pledge of interest or other transaction which would result in:

(i) a change in majority ownership or control of the Recipient;
(ii) the disposition of all or substantially all of the assets of the Recipient; or
(iii) the amalgamation or merger of the Recipient with any third party.

(b) Notwithstanding the foregoing, the Recipient shall be allowed to sell, transfer or assign its interest in this Agreement concurrent with an assignment of all of its interest in the Project to a party which, in the ERA's opinion acting reasonably, has equal to or better:

(i) credit-worthiness; and
(ii) ability to carry out the Project;

provided such party shall enter into an assignment and novation agreement in which, among other things, it assumes all of the obligations of the Recipient to this Agreement, the form of such assignment and novation agreement being satisfactory to ERA, acting reasonably.

(c) Where ERA's consent is being requested to a transaction set forth in paragraph (a) or (b) above, the Recipient shall provide sufficient detail of the proposed transaction, including that reasonably requested by ERA, to allow ERA to make an informed decision on whether to grant its consent. Thereafter, ERA shall have ten (10) business days following receipt of same to either provide its consent or provide its rationale for denying its consent.

If ERA does not provide its consent or deny its consent to the transaction within such ten (10) business day period, then the request will be deemed to have been consented to and the remaining provisions of paragraph (b) above shall apply.

16.3 The Recipient declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or shall be made to anyone by the Recipient, either directly or indirectly, as an inducement or reward for the award or execution of the Agreement. Any such practice is grounds for terminating the Agreement or taking any other corrective action as required.

16.4 The Recipient acknowledges that any action ERA takes is subject to public scrutiny and therefore the Recipient shall conduct themselves in a manner that will not result in reputational harm to ERA or undermine public confidence in ERA's ability to carry out its mandate. Without limiting the generality of the foregoing, the Recipient and its officers, directors, shareholders, employees, contractors, affiliates, subsidiaries, partners or agents will act with impartiality and integrity and will demonstrate respect and accountability when dealing with ERA and third parties under this Agreement and at all times will conduct themselves in a way that contributes to a safe and healthy workplace that is free from discrimination, harassment and violence.

16.5 The Recipient shall declare in writing to ERA if the Recipient or any of the Recipient's officers, employees or subcontractors included in the Project:

(a) were convicted during a period of three (3) years prior to the submission of the Project proposal, by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption; or

(b) are under sanction for an offence inducing bribery or corruption, imposed by a government, a governmental organization or a development organization providing development assistance.

16.6 The Parties agree to do all such acts and provide such further assurances and instruments as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and intent.

16.7 This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns.

16.8 If any provision of this Agreement is found to be invalid at law by a court of competent jurisdiction, then such provision shall be deemed to be severed from this Agreement and the remainder of this Agreement shall not be affected and shall remain in full force to the extent permitted by law.

16.9 Time is of the essence in this Agreement.

16.10 This Agreement shall be governed by the laws of the Province of Alberta and the Federal laws of Canada applicable therein and the Alberta courts shall have jurisdiction with regard to all matters arising under or in connection with them.

16.11 This Agreement may be signed by originals or by portable document format (PDF) and executed in any number of counterparts, and each executed counterpart shall be considered to be an original. All executed counterparts taken together shall constitute one agreement.

CLIMATE CHANGE AND EMISSIONS MANAGEMENT
(CCEMC) CORPORATION
operating as **EMISSIONS REDUCTION ALBERTA**

Per:__________________________________
Authorized Signatory

[RECIPIENT]

Per:___________________________________
Authorized Signatory

SCHEDULE A
PROJECT DESCRIPTION, BUDGET AND PROJECT PLAN

[NTD: insert Schedule A once completed by the Recipient with assistance from the ERA Project Advisor]

SCHEDULE B
PAYMENT PROCESS AND REPORTS

PAYMENT PROCESS

Payment Process - Subject to and in accordance with the Agreement, including receipt of the reports required by this Schedule B, the Contribution of up to $· shall be paid upon receipt of invoices and according to the Budget and Project Financing Schedule:

1. Following the completion of each milestone as described in the Budget and Project Financing Schedule, (each a "**Reporting Period**"), the Recipient shall provide ERA with a Progress Report which includes an outline of all Eligible Expenses and ineligible expenses incurred during the Reporting Period. Projects that receive funding on a reimbursement basis shall include an invoice for Eligible Expenses ("**Invoiced Amounts**"). The Progress Reports must also outline all funds received by the Recipient from third parties with respect to the Project. Progress Reports are not required at the Final Reporting Milestone unless outlined in Schedule A

2. Following the submission of a Progress Report for a Reporting Period, ERA shall reimburse the Recipient for Invoiced Amounts up to the maximum percentage of Contribution set out in section 2.2 of the Agreement, and to an aggregate maximum of $·.

3. In addition to ERA conducting a financial audit of the Project to ERA's satisfaction, each payment amount may be subject to a · (·%) percent holdback amount which holdback shall be released, subject to section 4 of this Schedule, to the Recipient following ERA's receipt and approval, in ERA's sole discretion, of the following documents:

    a. Final Outcomes Report – Confidential (including the Commercialization and Technology Transfer Plan)
    b. Final Outcomes Report – Non-Confidential
    c. Final Financial Report
    d. (if applicable} Third-party GHG Verification Report (from Recipient as described in Schedule B, section 19 below)

4. Projects that require a third-party GHG Verification Report, in accordance with section 19 of this Schedule, are subject to the additional following holdback release schedule:

    a. 75% of the holdback will be released to the Recipient following ERA's receipt and approval of documents "a." through "c." listed above; and
    b. 25% of the holdback will be released to the Recipient following ERA's receipt and approval of the third-party GHG Verification Report.

5. ERA may require the Recipient to provide evidence of Eligible Expenses, including receipts, evidence of payment or invoices paid by the Recipient.

REPORTS		
6.	Reports Format	All reports must be submitted through ERIMS using ERA's applicable forms, templates or guidance documents.
7.	Progress Reports	During the Term, and in accordance with the Work Plan and the Budget and Project Financing Schedule, the Recipient shall upload electronic progress reports ("**Progress Reports**") into the ERIMS using the template provided by ERA. Progress Reports, which

		shall be satisfactory to ERA in its sole discretion acting reasonably, must be submitted to ERIMS within thirty (30) days of each milestone completion date. Progress Reports should outline the activities and achievements for the period in which they apply and foreshadow the following period and should include general non-confidential updates that ERA is at liberty to publish immediately concerning the potential impact of the Project in reducing GHG emissions and the Benefit to Alberta generally.
8.	Monitoring Plan	During the Term, and in accordance with the Work Plan as a deliverable in a milestone(s), the Recipient may be required to upload a copy of an electronic project measurement, monitoring and verification plan (the "**MMV Plan**" using the template provided by ERA. The scope of MMV Plan covers greenhouse gas and other environmental co-benefits and will be treated as confidential. The Recipient shall contact ERA's GHG Team (GHG@eralberta.ca) before commencement of the Project to ensure a suitable MMV Plan is in place at the appropriate project execution point. The approved MMV Plan, which shall be satisfactory to ERA's GHG Team in its sole discretion acting reasonably, must be submitted to ERIMS within thirty (30) days of corresponding milestone completion date.
9.	Final Financial Report	Within sixty (60) days of the Project Completion Date, the Recipient shall provide a final financial report, accounting for all Project revenues and expenditures (the "**Final Financial Report**") acceptable to ERA, using the template provided by ERA or a format acceptable to ERA. For avoidance of doubt, said sixty (60) day period shall include a reasonable time for ERA to review and comment on the Final Financial Report, and any necessary time needed for the Recipient to make required revisions to the Final Financial Report.
10.	Final Outcomes Report - Confidential	Within sixty (60) days of the Project Completion Date, the Recipient shall provide a final technical report that details the outcomes of the Project ("**Final Outcomes Report - Confidential**") acceptable to ERA, and which adheres to ERA's template for final outcomes report and CTTP (the "**Template For Final Outcomes Reports and CTTP**"), which is accessible from ERIMS. For avoidance of doubt, said sixty (60) day period shall include a reasonable time for ERA to review and comment on the Final Outcomes Report - Confidential, and any necessary time needed for the Recipient to make required revisions to the Final Outcomes Report - Confidential. The Final Outcomes Report – Confidential must include a concise summary of what the Project has achieved and provide conclusions and recommendations for further fields of research inquiry together with the status of performance of the Project in terms of process, output, outcomes and impact measures. The Final Outcomes Report – Confidential must delineate all technology developed during the Project including the Project Technology. The Final Outcomes Report - Confidential must be in sufficient detail to permit readers to use or adapt the results for research and analysis purposes and to understand how the conclusions were arrived at.

11.	Final Outcomes Report – Non-Confidential	Within sixty (60) days of the Project Completion Date, the Recipient shall provide a non-confidential final report (the "**Final Outcomes Report – Non-Confidential**") acceptable to ERA, in an electronic version, detailing the outcomes of the Project. For avoidance of doubt, said sixty (60) day period shall include a reasonable time for ERA to review and comment on the Final Outcomes Report – Non-Confidential, and any necessary time needed for the Recipient to make required revisions to the Final Outcomes Report – Non-Confidential. The Final Outcomes Report – Non-Confidential shall be based upon the Final Outcomes Report - Confidential with Recipient confidential information (which may be contained in the Final Outcomes Report - Confidential) removed, but which shall include the Commercialization and Technology Transfer Plan. The Final Outcomes Report – Non-Confidential is intended to be a public document detailing the Project outcomes and the resultant GHG emission reductions, including actual reductions as a result of the Project and future potential reductions through adoption of the Project Technology and Project developments. The Final Outcomes Report – Non-Confidential shall also include a section discussing communications and knowledge-sharing that will assist ERA in disseminating benefits of the Project to the public at large. At any time following the Project Completion Date, ERA may publish the Final Outcomes Report – Non-Confidential on its public website, and may, from time to time, make a general public notice that such report becomes available.
12.	Commercialization and Technology Transfer Plan	Within sixty (60) days of the Project Completion Date, the Recipient shall provide a Commercialization and Technology Transfer Plan ("**Commercialization and Technology Transfer Plan**") acceptable to ERA, which for certainty shall be incorporated into and form part of the Final Outcomes Report – Confidential and the Final Outcomes Report – Non-Confidential, as described in section 9 of this Agreement, in an electronic form, detailing the post project activities for commercialization, marketing and dispersion of the ERA funded technology. For avoidance of doubt, said sixty (60) day period shall include a reasonable time for ERA to review and comment on the Commercialization and Technology Transfer Plan, and any necessary time needed for the Recipient to make required revisions to the Commercialization and Technology Transfer Plan. The Commercialization and Technology Transfer Plan must adhere to the guidance provided in the Template for Final Outcomes Reports and CTTP, which is accessible in ERIMS. An initial draft of the Commercialization and Technology Transfer Plan will be due in accordance with Schedule A..
13.	Final Financial Report, Final Outcomes Report – Confidential, and Final Outcomes Report – Non-Confidential	The Final Outcomes Report – Confidential (including the Commercialization and Technology Transfer Plan), the Final Outcomes Report – Non-Confidential and the Final Financial Report, all of which shall be satisfactory to ERA in its sole discretion acting reasonably, shall be submitted electronically to ERIMS. ERA reserves the right to keep all or part of the holdback amount if any of these documents are delayed. ERA may make copies of these documents for use by ERA as permitted under this Agreement. Additionally, the Recipient should also be prepared to address these documents in a presentation to ERA.

14.	Post-Project Reporting	The Recipient shall provide an annual post-Project Report ("**Post-Project Report**") discussing: updates to the Project and the Project Technology since the Final Outcomes Report - Confidential, its adherence to the Commercialization and Technology Transfer Plan and associated activities for a period of three (3) years following the Project Completion Date, or for the length of the Confidentiality Period, whichever is longer. This information is used to track implementation and deployment of the Project Technology, economic and environmental impact and the impact on sustainable development. A template for the Post Project Report is accessible on ERIMS or will be provided by the ERA Project Advisor.
15.	Change Request Form	The Change Request Form outlining changes to the Work Plan or Budget and Project Financing Schedule is additional to other reporting requirements outlined in this Schedule. The Change Request Form is accessible on ERIMS or by request to your ERA Project Advisor. Minor changes may be approved by the Steering Committee and documented in the meeting notes.
16.	Use of Project End Reports	The Recipient: a) grants ERA such licenses to the Final Outcomes Report – Confidential (including the Commercialization and Technology Transfer Plan), the Final Outcomes Report – Non-Confidential (including the Commercialization and Technology Transfer Plan), and the Final Financial Report as set out in sections 8.6 and 8.8 of this Agreement, and b) shall provide waivers of moral rights in form and substance satisfactory to ERA of the authors of such documents in favour of ERA and the ERA's assignees and licensees.
17.	Other Reports	During the Term and for a period of five (5) years following the Project Completion Date, the Recipient must provide such additional follow-up information as ERA may reasonably request for the purpose of evaluating the Project outcomes or benefits.
18.	Disclaimer	All reports must include the following disclaimers on the cover of the report or at the commencement of the report: ERA and His Majesty the King in right of Alberta and each of them make no warranty, express or implied, nor assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information contained in this publication, nor that use thereof does not infringe on privately owned rights. The views and opinions of the author expressed herein do not necessarily reflect those of ERA and His Majesty the King in right of Alberta and each of them. The directors, officers, employees, agents and consultants of ERA and the Government of Alberta are exempted, excluded and absolved from all liability for damage or injury, howsoever caused, to any person in connection with or arising out of the use by that person for any purpose of this publication or its contents. ERA may distribute or provide access to project reports written and published by proponents whose projects received ERA funding. ERA does not audit, substantiate, or otherwise verify, and is not responsible or liable for, any environmental claims, environmental performance metrics, or any representations, statements, or claims regarding emissions or emissions reductions contained in any such report, or any assumptions or methodologies underlying any such claims. To the extent any such report contains statements, representations, warranties, or guarantees of a product's, business's, or business activity's benefits for protecting or restoring the environment or mitigating the environmental, social and ecological causes

		or effects of climate change, those statements, representations, warranties, or guarantees are made by the project report's authors and not ERA.
19.	Greenhouse Gas Verification	For Projects where there are no Project-level emission reductions, the Recipient is required to work with ERA to validate assumptions around emissions reductions from commercialization and market adoption of the Project Technology. **The following applies to Projects with GHG emission reductions.** The Recipient shall contact ERA's GHG Team (GHG@eralberta.ca) before commencement of the Project to ensure the appropriate level of GHG verification or review is selected. For projects with Project level emissions reductions equal to or above 15,000 tonnes Carbon Dioxide Equivalents (CO_2e) per year, or specifically required by ERA: • The Recipient shall provide a third-party Greenhouse Gas (GHG) verification report, (the "**Verification Report**") to verify the Project's GHG statement, established with data collected over a minimum period of one (1) year. Any deviation from this data collection period must be pre-approved by ERA and the Verification Report shall be satisfactory to ERA in its sole discretion. The Recipient may be required to provide annual verification of GHG emission reductions for a period of three (3) years following the Project Completion Date. Costs associated with Third Party GHG verification reporting may, where approved by ERA in writing, be considered Eligible expense
20.	Offset Reporting	During the Term, and for a period of five (5) years following the Project Completion Date, the Recipient shall report on all applications or proposals for offset credits under the Alberta offset system.

SCHEDULE C
DEFINITIONS

Unless otherwise defined herein, the following terms shall have the following meanings:

a) "**Affiliate**" means the Government of Alberta, all departments within the Government of Alberta, all entities over which the Government of Alberta exerts control, including all public bodies to which the *Access to Information Act*, SA 2024, c.A-1.4 applies, and any bodies that fall within the meaning of affiliate under the *Canada Business Corporations Act*, R.S.C. 1985, c.C-44;

b) "**Agreement**" means this agreement together with all schedules and attachments hereto and all amendments made in writing between the Parties;

c) "**Background Technology**" means any Intellectual Property in respect of the Project that pre-dates the Term;

d) "**Benefit to Alberta**" means the reduction of emissions of greenhouse gases and improving the ability to adapt to climate change in Alberta, together with incremental Canadian economic activity and improved quality of life in Alberta;

e) "**Change**" means any change in the Project Scope, the Budget and Project Financing Schedule, the Project Plan, the Work Plan, the addition or withdrawal of any Project partners or collaborators or any other deviation from this Agreement and includes a Minor Change, a Major Change and a Very Major Change;

f) "**Conflict(s) of Interest**" means any situation that produces a real or seeming incompatibility between the private interests of the Recipient, its employees, representatives, delegates, agents, consultants or subcontractors, and the interests of ERA;

g) "**Contribution**" means the conditional financial payment from ERA to the Recipient, described in section 2.1, which shall only be applied towards the Total Project Eligible Expenses;

h) "**Contribution Proceeds**" means all amounts paid to the Recipient under this Agreement, including the Contribution and all interest or other income earned from investment of such amounts;

i) "**Emissions Reductions Information Management System**" ("**ERIMS**") means the online information management system that collects, stores and reports data related to ERA projects;

j) "**Environmental Laws**" means all applicable international, federal, provincial, territorial, municipal or local treaties, conventions, laws, statutes, regulations, orders, by-laws, governmental decrees or ordinances relating to fisheries, health and safety, the protection or preservation of the environment or the manufacture, processing, distribution, use, treatment, storage, disposal, discharge, transport or handling of hazardous substances;

k) "**Full Project Proposal**" means the Project's "Full Project Proposal" document with the project title _______________;

l) "**Grant Agreement**" means collectively the grant funding agreement and the memorandum of understanding, as amended, between ERA and the Government of Alberta, as represented by the Minister of Environment and Protected Areas;

m) "**Information Security Incident**" or "**ISI**" means an actual or reasonably suspected (i) loss or theft of confidential or personal information; (ii) unauthorized use, disclosure, acquisition of or access to, or other unauthorized processing of confidential information that reasonably may compromise the privacy or confidentiality, integrity, or availability of the confidential information or (c) unauthorized access to or use of, inability to access, loss or theft of, or malicious infection of the Recipient's IT systems or third-party systems that reasonably may compromise the privacy or confidentiality, integrity or availability of the confidential information or the Recipient's operating environment or services;

n) "**Intellectual Property**" includes all materials, inventions, designs, specifications, patterns, models, prototypes, devices, formulae, methods, processes, data, compilations of information, reports, drawings, plans, photographs, musical works, computer software and programming patents or patent applications;

o) "**Major Change**" means a Change that includes:

i. extending the Project Completion Date by more than one hundred eighty (180) days;
ii. adding or deleting milestones in the Work Plan;
iii. significant adjustments to tasks or milestones that result in change to the Work Plan. What constitutes "significant" shall be determined by ERA in its sole discretion; or
iv. a change in the Total Project Eligible Expenses of more than fifteen (15%) percent;

p) "**Minor Change**" means a Change that includes:

i. altering the timing of tasks and/or completion of milestones without extending the Project Completion Date by more than one hundred eighty (180) days;
ii. a change in the Total Project Eligible Expenses of up to fifteen (15%) percent;
iii. moving tasks from one milestone to another, or splitting and combining milestones without altering the overall objectives or outcomes of the Project or increasing risk for ERA; or
iv. reallocating funds from one budget item to another (for example, spending more on equipment costs and less on labour costs);

q) "**Project Completion Date**" means the completion date of the Project as described in Schedule A; for greater clarity this means the end of all project activities including reasonable operational time to produce final reports

r) "**Project Plan**" means the plan of the Project as more specifically set forth in Schedule A;

s) "**Project Scope**" means the scope of the Project as more specifically set forth in Schedule A;

t) "**Project Technology**" means the Intellectual Property relating to the Project created in the course of the Project but excludes the Background Technology and the Final Outcomes Report – Non-Confidential;

u) "**Reports**" means the Progress Reports, Final Outcomes Report – Confidential (which includes the Commercialization and Technology Transfer Plan), and Post-Project Report described in Schedule B, but for certainty does not include the Final Outcomes Report – Non-Confidential, the GHG Verification Report or the Final Financial Report or the MMV Plan;

v) "**Senior Officials**", in the case of ERA means the CEO of ERA or such other person as ERA may appoint from time to time, and in the case of the Recipient means the Recipient Liaison or such other person as the Recipient may appoint from time to time;

w) " **Term**" means the period from the execution of this Agreement to the conclusion of all Recipient reporting obligations;

x) "**Total Project Cost**" has the value set forth in section 4 of Schedule A and may consist of both Eligible Expenses and ineligible expenses;

y) "**Total Project Eligible Expenses**" has the value set forth in section 5 of Schedule A and consists only of Eligible Expenses;

z) "**Very Major Change**" means a Change that includes:

i. a complete shift in the scope, direction or outputs of the Project; or

ii. abandoning one of the major lines of enquiry.