



# METHANE REDUCTION DEPLOYMENT PROGRAM

## Program Terms and Conditions

June 2026 - Version 2.0

# Program Terms and Conditions

Emissions Reduction Alberta (ERA)'s **Methane Reduction Deployment Program (Program)** is designed to support Alberta's oil and gas industry cut methane emissions faster and more cost-effectively. Funded through Alberta's Technology Innovation and Emissions Reduction (TIER) system and Environment and Climate Change Canada (ECCC)'s recapitalized Low Carbon Economy Leadership Fund (LCEL 2.0), the Program focuses on deploying commercial-ready technologies that deliver measurable reductions in methane emissions while contributing to economic growth and regulatory readiness.

These Terms and Conditions set out the requirements and obligations applicable to participating in the Program. This document should be reviewed alongside the Program Guide, which can be found on the Program's web page: [www.eralberta.ca/methane](http://www.eralberta.ca/methane). All references to links or websites are a reference to the information on them as of the Effective Date.

## 1. DEFINITIONS

1.1 For the purposes of these Terms and Conditions;

- (a) **"Agreement"** or **"Participant Agreement"** means the signed incentive letter and all schedules and appendices to and forming part of this Agreement;
- (b) **"Applicant Eligibility Criteria"** means one or more criteria, as set out in the Program Guide, as required to be met by an applicant to be eligible to participate in the Program and receive an Incentive Payment Amount;
- (c) **"Confidential Information"** means any information (including documents) provided by ERA or contained in the Portal relating to the Program's technology, trade secrets, know-how, business operations, pricing, plans, strategies, customers, and processes;
- (d) **"ECCC"** means Environment and Climate Change Canada;
- (e) **"ECCC Fiscal Year"** means the period beginning on April 1st of any year and ending on March 31st in the next year;
- (f) **"Effective Date"** means the agreed and accepted date of this Participant Agreement;
- (g) **"Eligible Contractor"** means a product and/or service provider, including but not limited to distributors, suppliers, equipment installers, and engineering firms, that is in compliance with the ERA's Contractor Code of Conduct on the Program's web page, and is registered in the Program;
- (h) **"Eligible Facility"** means a Facility that has met the eligibility criteria defined in the Program Guide available on the Program's web page;
- (i) **"Eligible Project Cost"** means Project expenditures that are eligible to be funded by the Program. For a list of eligible costs, please see the Program Project Cost Guide on the Program's web page;
- (j) **"Eligible Technologies"** means the methane reduction technologies that meet the Program criteria to qualify for an Incentive Payment Amount. The most up to date version of the Eligible Technologies list is available on the Program's web page;

- (k) **“Environmental Attribute”** means emission offsets, renewable energy certificates, renewable energy credits, and any and all other current or future credits, benefits, emissions reductions, offsets or allowances, however entitled, named, registered, created, measured, allocated or validated, resulting from the Project: (i) that are at any time recognized or deemed of value, or both, by any buyer, applicable law, or any voluntary or mandatory program of any government or other person; and (ii) that are attributable to greenhouse gas emission reductions, or the avoidance of other environmental impacts on air, soil or water;
- (l) **“Facility”** means any location in Alberta at which oil and gas activities are conducted, including but not limited to wells, facilities, equipment, pipelines, and associated infrastructure that are subject to the Methane Emission Reduction Regulation (AR 244/2018) (MERR), upon which the Project will be conducted;
- (m) **“Incentive Payment Amount”** means the financial incentives paid or payable to a Participant, in accordance with the Participant Agreement;
- (n) **“Participant”** means an applicant who meets the Applicant Eligibility Criteria as defined in the Program Guide and has entered into a Participant Agreement;
- (o) **“Permits”** means approvals, franchises, licenses, qualifications, authorizations, consents, certificates, certificates of authorization, decrees, orders-in-council, registrations, exemptions, consents, variances, waivers, filings, grants, notifications, privileges, rights, orders, judgments, rulings, directives, permits and other approvals, obtained from, issued by or required by a governmental authority, a professional association or any other regulatory body, in connection with the Participant or the Project;
- (p) **“Portal”** means the secured web page requiring a registration where, once approved, the Participant can access program documents, templates, submit and manage Project applications;
- (q) **“Program”** means ERA’s Methane Reduction Deployment Program;
- (r) **“Program Terms and Conditions”** or **“Terms and Conditions”** means this document, which governs the rights, obligations, and responsibilities of Participants under the Methane Reduction Deployment Program, as may be amended from time to time by ERA; and
- (s) **“Project”** means one of the Eligible Technologies to be installed by a Participant pursuant to the Program.

## 2. INTRODUCTION

- 2.1 The Program offers financial incentives to qualifying oil and gas facility owners and operators in Alberta for implementation of Eligible Technologies, which financial incentives are available to the Participant contingent upon execution of the Participant Agreement, which incorporates these Program Terms and Conditions and an incentive letter (see sample in Appendix A).

## 3. PARTICIPANT AGREEMENT

- 3.1 Applicants wishing to participate in the Program are required to sign a Participant Agreement. This Agreement governs the rights, obligations, and responsibilities of the Participant in relation to the approved Project, including eligibility criteria, payment processes, documentation requirements, and compliance obligations. By signing the Participant Agreement, applicants acknowledge and agree to comply with the Program Terms and Conditions and to adhere to all timelines, reporting requirements, and project parameters established by ERA in respect of the Project.

## 4. PROGRAM TERMS AND CONDITIONS

- 4.1 The applicable Program Terms and Conditions in the Participant Agreement are those that are in force as of the "Effective Date", and any applicable amendments to the Program Terms and Conditions implemented from time to time by ERA, as found on the Program's web page. For clarity, ERA may post subsequent amended versions of these Terms and Conditions on the Program's web page; however, such amendments shall not apply retroactively to any Participant Agreement executed prior to the Effective Date but will only apply on a go-forward basis.

## 5. TERMS AND USE OF THE AGREEMENT

- 5.1 **Agreement Term** - This Agreement shall be in effect for five (5) years after the Effective Date, unless terminated in accordance with this Agreement.
- 5.2 **Undefined Terms** - For greater certainty, capitalized terms not otherwise defined in these Terms and Conditions have the meanings set forth in the Participant Agreement.
- 5.3 **Uses** - Funding under the Program is provided for the purchase and installation of Eligible Technologies related to the Project within the timeline specified in the Participant Agreement. Project scope changes may be permitted only as described in the Program Guide and if approved by ERA in writing. If a Participant requires an extension to the Project Completion Date, approval is not guaranteed, and the Participant acknowledges the risk that the extension may be denied. At ERA's sole discretion, the Participant may be required to return any portion of the Incentive Payment Amount previously allocated or paid.

## 6. INCENTIVE DETAILS

- 6.1 **Aggregation** - Participants can submit a single Project application for more than one Facility if the Facilities are located in the same economic region (as defined in the Program Guide) and if the proposed technology deployments are of the same Eligible Technology type.
- 6.2 **Application** - An application must be initiated and submitted by the Participant and meet all the Applicant Eligibility Criteria. Eligible Contractors may be designated by the Participant through the Portal to assist with the preparation of required Project documentation.
- 6.3 **Eligible Project Costs** - The Incentive Payment Amount will not exceed fifty percent (50%) of Eligible Project Costs for the Project.
- 6.4 **Eligible Technologies** - Only Eligible Technologies will be eligible to receive an Incentive Payment Amount. For an up-to-date list of Eligible Technologies, please visit the Program's web page.
- 6.4.1 Participants interested in proposing a technology that is not on the list of Eligible Technologies list, must fill out an Eligible Technology Application form, found on the Portal, and submit it through the Portal. Note that Eligible Technology applications will be evaluated on a case-by-case basis. ERA does not guarantee that proposed technologies will be approved as Eligible Technologies and reserves the right to decline a technology at its sole discretion.
- 6.5 **Front-End Engineering Design** - No more than ten percent (10%) of total Eligible Project Costs can be allocated to third-party front-end engineering and design activities. ERA reserves the right to request evidence and/or verification of all such costs and to withhold from payment to the Participant any amounts deemed ineligible or unsupported.
- 6.6 **Overhead, Administrative, and Internal Costs** - No more than fifteen percent (15%) of total Eligible Project Costs can be on account of overhead, administrative, and internal costs on an aggregate basis. ERA reserves

the right to request evidence and/or verification of all such costs and to withhold from payment to the Participant any amounts deemed ineligible or unsupported. For greater certainty, overhead, administrative, and internal expenses may include, but are not limited to:

- Salaries and wages of personnel directly engaged in administrative or support functions necessary for the execution of the Project;
- Office supplies and materials used exclusively for Project activities;
- Information technology and software costs directly attributable to the Project;
- General liability insurance premiums, pro-rated to reflect Project-related activities and assets;
- Utilities, pro-rated to reflect Project-related usage;
- Hotel and other reasonable Project-related travel costs; and
- Rental or lease of space required specifically for Project execution.

**6.7 Fund Allocation** - Funding from the Program will be allocated on a 'first come, first served' basis. Once all Project information is submitted for approval, the Project will be evaluated and approved or rejected. Once a submission is deemed eligible, ERA will send a Participant Agreement to be signed by the Participant.

**6.8 Fund Reservation** - Submission of an application to the Program does not guarantee the reservations of funds. Reservation of funds occurs once the executed Participant Agreement is returned to ERA, provided that such execution and delivery occur within ten (10) business days from the date of issue.

**6.9 Incentive Payment Amount Change** - The Incentive Payment Amount is subject to change by ERA without notice.

#### **6.10 Maximum / Minimum Funding**

6.10.1 The **maximum** Incentive Payment Amount available to a Participant's parent company under the Program is \$2,000,000 in aggregate over the duration of the Program for all Participant Projects, subject to a maximum of \$1,000,000 per Eligible Technology category. The Participant represents and warrants that it, or its parent company, has not applied for or been approved for funding from ERA exceeding these amounts.

6.10.2 The **minimum** funding amount available under the Program is \$25,000 per Project.

For Projects demonstrating exceptional outcomes, ERA may consider exceptions to the maximum or minimum funding requirements on a case-by-case basis.

**6.11 Ownership** - The Participant is the duty holder (as defined under the MERR) of the Facility on which the Project will be conducted and such Facility is required to be in the province of Alberta. The Participant hereby confirms that it has all necessary right and authority to conduct the Project at the Facility.

**6.12 Payment** - Payment of the Incentive Payment Amounts can only be made to the Participant or, where agreed upon by the Participant, to an authorized Eligible Contractor.

**6.13 Procurement Incentive Payment** - Following the procurement process and the submission of all required documentation, as outlined in the Program Guide, fifty percent (50%) of the total Incentive Payment Amount shall be disbursed to the Participant.

**6.14 Program Acceptance** - ERA can, at its sole discretion, accept or reject any application for funding from the Program.

**6.15 Project Completion Payment** - Upon completion of the Project, the Participant shall submit all required documentation, as outlined in the Program Guide. ERA will then determine the total Eligible Project Costs,

and the remaining Incentive Payment Amount will be calculated accordingly. In all cases, the final payment will be adjusted so that the total Incentive Payment Amount, in the aggregate, does not exceed fifty percent (50%) of Eligible Project Costs.

6.15.1 If the total Eligible Project Costs are higher than anticipated, the excess will not increase the total Incentive Payment Amount, unless a scope change has been requested by the Participant and approved in writing by ERA (see the Program Guide for more information on Project scope changes).

6.15.2 If the Eligible Project Costs are lower than anticipated, the net Incentive Payment Amount will be adjusted accordingly, up to a maximum of fifty percent (50%) of the revised Eligible Project Costs, less any amounts previously paid under the procurement incentive (see the Program Guide for an example calculation).

**6.16 Project Completion Date** - If the Project (including all reporting and documentation obligations of the Participant under this Agreement) is not completed prior to the Project Completion Date, the approval of the Project will be cancelled and any payment(s) of Incentive Payment Amount(s) made prior to such cancellation shall be returned forthwith to ERA. Any request for an extension of the Project Completion Date must be made no less than two (2) months prior to the Project Completion Date. Such requests will be considered on a case-by-case basis if appropriate justification is given. The decision to grant an extension of the Project Completion Date is at the sole discretion of ERA.

**6.17 Project Scope Changes** - Major changes to the Project scope require approval by ERA. Project scope changes to the Project may require submission of an amended application or a new Project application on the Portal. Additional details regarding Project scope changes are included in the Program Guide available on the Program's web page.

**6.18 Stacking** - Project funding from the Program may be combined ("stacked") with other provincial or federal government programs, agencies, grants, or similar funding sources. The Participant must disclose all other approved or requested funding sources and amounts at the time of application submission and at any time during the Agreement Term and for a period of five (5) years thereafter. In no event shall the total combined funding from the Program and any other sources exceed one hundred percent (100%) of Eligible Project Costs.

**6.19 Timing of Incentive Use** - The Participant shall not use any of the Incentive Payment Amount for expenses incurred prior to the Program launch date. Projects that started on or after January 1, 2025, will be eligible, but no funding from the Program will be provided for expenses incurred prior to the Program launch date.

## 7. OBLIGATIONS OF THE PARTICIPANT

**7.1 Compliance with Laws** - In carrying out in this Agreement, the Participant will comply with any applicable:

- (a) laws of the Province of Alberta and of Canada;
- (b) bylaw or resolution of any municipal government; and
- (c) valid permits, licenses, and approvals.

**7.2 Environmental Attributes** - The Participant:

- (a) will not register or claim any Environmental Attributes generated, in the past or the future, by the Project. The Participant will not transfer or assign any rights, title and interests, if any, in all Environmental Attributes generated by the Project to any person; and

(b) warrants that no Environmental Attributes generated by the Project have been or will be claimed, sold or otherwise transferred to a third party and that no other person has any claim to or ownership of the Environmental Attribute generated by the Project.

**7.3 Permits** - The Participant has obtained all Permits that are necessary for the Project and complies in all respects with all such Permits.

**7.4 Project Spending** - The Participant shall use the Incentive Payment Amount solely for Eligible Project Costs set forth in the Project.

**7.5 Representation by the Participant** - The Participant covenants, represents and warrants to ERA that:

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

(b) the execution by the Participant of this Agreement and the carrying out of this Agreement by the Participant have been duly and validly authorized by the Participant in accordance with applicable law and the Participants constating and/or governing documents, and this Agreement will constitute a binding legal obligation of the Participant; that there is presently no order of any court or other tribunal, or any action suit, or proceeding (including pursuant to the Bankruptcy and Insolvency Act, the Companies' Creditors Arrangement Act or any other similar or corresponding federal or provincial legislation) being brought or pending or threatened against or affecting the Participant, that could affect the ability of the Participant to carry out and complete its obligations hereunder; and

(c) the Eligible Technologies for which Incentive Payment Amounts were received shall remain installed by the Participant for no less than five (5) years after the Project Completion Date. If the Facility is sold at any time after approval of the Project and prior to five (5) years after the Project Completion Date, the Participant must notify ERA of the sale.

## 8. DOCUMENTATION AND RETENTION REQUIREMENTS

**8.1 Project Documentation** - Participants shall submit all documentation as specified in the Portal at the following stages:

(a) upon submission of the Project application;

(b) upon procurement of the Eligible Technology and/or equipment; and

(c) upon final installation and commissioning of the Project technology and/or equipment.

Prior to the Project Completion Date, the Participant must also provide any additional information or documentation requested by ERA.

**8.2 Retention of Records** - During the term of this Agreement, and for a period of five (5) years immediately following the Project Completion Date, the Participant shall provide all information and documentation relating to the Project as is requested by ERA.

**8.3 Signing Authority** - All documents and reports shall be approved and signed by a person designated by the Participant as having signing authority for, authorized to bind, the Participant.

## 9. INSPECTION AND AUDIT

**9.1 Inspection** - ERA, the Government of Alberta, and the Government of Canada, including their respective agents, nominees or other representatives, are entitled, at all times during the term of this Agreement and

for five (5) years following the Project Completion Date, upon giving five (5) business days notice to the Participant, to have its agents, nominees or other representatives, as the case may be, attend at the premises, including any Facility, of the Participant. The purpose of the inspection and audit is to examine premises and inspect or audit all files, documents, records and books of account maintained in relation to this Agreement, and any other assets pertinent to this Agreement. The Participant shall provide the agents, nominees and other representatives, as the case may be, with such assistance as may be reasonably required during such inspection or audit. This right of inspection and audit is limited to the purpose of ascertaining whether this Agreement has been complied with. All inspection or audit results will be shared with the Government of Alberta and/or the Government of Canada as applicable. Unsatisfactory audit results will be taken into consideration for any future eligibility for or allocation of funds from any funding programs.

**9.2 Verification** - ERA reserves the right to withhold, reject or require reimbursement from the Participant of all or a portion of the Incentive Payment Amount until the installation and operation of the Eligible Technology approved in the Project is verified to the satisfaction of ERA, acting reasonably.

## 10. EVENT OF DEFAULT AND TERMINATION

**10.1 Consequence of Termination - In the event of termination of this Agreement:**

- (a) the Participant shall not use any portion of the Incentive Payment Amount as of the date of termination; and
- (b) within five (5) business days after the date of termination, the Participant shall repay the entire Incentive Payment Amount to ERA.

**10.2 Event of Default** - ERA may declare that an event of default under this Agreement has occurred if:

- (a) the Participant becomes insolvent or is adjudged or declared bankrupt or if the Participant goes into receivership or take the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- (b) an order is made which is not being contested or appealed by the Participant or a resolution is passed for the Participants winding up of or the Participant is dissolved;
- (c) in the opinion of the ERA, there has been a misrepresentation or breach of warranty made, or given, by the Participant in this Agreement;
- (d) in the opinion of ERA, acting reasonably, a material adverse change in risk affecting the fulfilment of the Terms and Conditions of this Agreement has occurred, including any material change in the Project scope that has not been disclosed in writing to and approved by ERA;
- (e) any term, condition or undertaking in this Agreement is not complied with by the Participant, within twenty-five (25) business days of written notice of such defect having been provided to the Participant;
- (f) the Participant neglects or fails to pay the ERA any amount due by the Participant in accordance with this Agreement;
- (g) the Project is not, in ERA's sole discretion, deemed to be in-service by March 31, 2029;
- (h) the Project does not directly result in methane emission reductions;
- (i) the equipment implemented through the Project ceases operation before the fifth anniversary of the in-service date; or

- (j) the equipment being replaced is not decommissioned or disposed of in accordance with applicable regulations, or such equipment is reused.

**10.3 Remedies Upon Default** - If ERA declares that an event of default has occurred, in addition to all other remedies provided under contract law, ERA may exercise one or more of the following remedies (which remedies are cumulative):

- (a) suspend or terminate any obligation to contribute or continue to contribute to the Project, including any obligation to pay any amount owing prior to the date of such suspension or termination;
- (b) terminate this Agreement; and
- (c) direct the Participant to repay all or part of the any funds which have been paid to the Participant under the Program, together with interest as determined by ERA, acting reasonably, from the date of demand.

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

**10.4 Termination** - ERA may terminate this Agreement immediately and without notice:

- (a) upon the occurrence of an "Event of Default" as specified in section 10.2; or
- (b) if ECCC cancels or amends its funding agreement with ERA such that funding is no longer available for the Participant Project; or
- (c) where ERA is of the opinion the Participant or its employees, representatives, delegates, agents, consultants or subcontractors are in real or reasonably perceived conflict of interest (being any situation that produces a real or seeming incompatibility between the private interests of the Participant, its employees, representatives, delegates, agents, consultants or subcontractors, and the interests of ERA), or 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.

## 11. INDEMNITY AND INSURANCE

**11.1 Indemnity** - The Participant shall indemnify and save harmless ERA, its directors, officers, agents, contractors, employees and affiliates, from all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person (including from any infectious disease outbreaks), damage to or destruction of property, and all economic loss suffered by any person (collectively, "Losses") arising from or occurring by reason of participation in the Program, including the installation and/ or use of products and improvements. The Participant irrevocably waives any and all claims against and irrevocably releases and agrees not to sue ERA and any of their respective officers, directors, employees, agents, contractors, representatives or affiliates for and against all Losses arising from participation in the Program.

**11.2 Insurance** - The Participant shall, at its own expense and without limiting its liabilities herein:

- (a) ensure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against body injury, personal injury and property damage including loss of use thereof; and
- (b) where the conduct of the Participant or the actions required to complete the Project will include the Participant rendering professional services, the Participant will maintain such amount of professional liability insurance as is required by law or by the body or association that governs or regulates such

professional services, and in any event no less than what is consistent with good industry practice for businesses providing such professional services.

## 12. PROTECTION OF PRIVACY AND CONFIDENTIALITY

- 12.1 Confidentiality Obligations** - Participant agrees to hold and treat the Program Confidential Information in confidence and shall use at least reasonable care (but in no event less than the same degree of care as the Participant uses to protect its own confidential information) to prevent disclosure of the Program Confidential Information. The Participant may disclose confidential information to third parties with a legitimate need to know who are bound by similar written confidentiality obligations. If the Program Confidential Information is required to be disclosed pursuant to applicable law, the Participant must provide prompt advance notice thereof, to the extent legally permissible, to enable ERA to seek a protective order or otherwise prevent such disclosure. The Participant shall not use the Program Confidential Information for any purpose other than to carry out its obligations under this Agreement. Participant acknowledges that unauthorized disclosure of the Program Confidential Information may cause irreparable harm to ERA and would entitle ERA to seek injunctive relief upon disclosure or threatened disclosure, in addition to any other remedies at law to which the party may be entitled.
- 12.2 Data Rights, Use, and Disclosure** - Subject to section 12.1 (Confidentiality Obligations), ERA and the Participant acknowledge that any information made available by the Participant to ERA with respect to this Agreement, including without limitation any intellectual property of the Participant, may be confidential and proprietary. Notwithstanding the foregoing, the Participant shall provide to ERA all raw and aggregated data acquired, generated or gathered by the Participant in connection with the Project and the Participant hereby grants to ERA the non-exclusive right to use such raw or aggregate data provided that such data is used in a manner that the Participant is unidentifiable. Furthermore, the Participant acknowledges and agrees that the raw or aggregated data may be provided by ERA to the province of Alberta.
- 12.3 Intellectual Property Rights** - The Participant agrees that all intellectual property arising from participation in the Program shall either vest in ERA or, where circumstances are such that the Participant does not have vested title, or where the Participant is required to retain title, be licensed to ERA. Such license shall be non-exclusive, irrevocable, worldwide, royalty-free, and perpetual, and shall permit ERA to use, modify, and make publicly available such reports and documents for non-commercial or governmental purposes.
- 12.4 Privacy Policy** - Nothing in this Agreement limits ERA's ability to comply with its obligations under the *Access to Information Act, SA 2024, c A-1.4* ("ATIA"), the *Protection of Privacy Act, SA 2024, c P-28.5* ("POPA"), and the *Library and Archives Canada Act, S.C. 2004, c. 11*. The Participant acknowledges that:
- ERA must comply with ATIA and POPA in the course of performing duties and functions, and exercising powers under the Technology Innovation and Emissions Reduction Fund Administration Regulation, Alta Reg 120/2009 ("TIER");
  - Any information or records relating to this Agreement, including without limitation, information or records relating to the Project and information or records provided by the Participant to ERA or its Service Provider, may be disclosed by ERA in an access to information request, in accordance with ATIA; and
  - ERA must comply with all federal environmental laws applicable to the Program.

For more information on ERA's privacy policy, visit <https://www.eralberta.ca/privacy>.

**12.5 Studies or Testimonials** - Upon approval by the Participant, studies or testimonials can be released about the Project.

### **13. ADDITIONAL TERMS AND CONDITIONS (GENERAL)**

**13.1 Assignment** - The Participant shall not assign this Agreement or any rights or benefits to other parties who are not named in this Agreement.

**13.2 Currency** - All dollar figures referenced in this Agreement including Appendices are in Canadian Dollars.

**13.3 Entire Agreement** - This Agreement constitutes the entire Agreement between ERA, and the Participant (the "Parties") and no other oral or written representations of any kind shall be deemed to have been made by either Party.

**13.4 Execution in Counterparts** - This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement and delivery, or communication of execution electronically shall constitute good delivery.

**13.5 Governing Law and Jurisdiction** - This Agreement shall be interpreted and governed in accordance with the laws applicable in the province of Alberta and the Parties agree to attorn to the jurisdiction of the Courts of the province of Alberta.

**13.6 Modifications to the Program** - ERA may amend, modify, or terminate the Program, at any time based on funding limitations or for any reasons whatsoever and in its sole and absolute discretion, without notice.

**13.7 Modifications to the Program Terms and Conditions** - These Terms and Conditions are subject to change and may be modified by ERA at any time. Such modification would be effective upon posting the amended version on the Program's web page. A Participant's continued progression of the Project and acceptance of Incentive Payment Amounts after the posting of an amended Terms and Conditions to the Portal shall be deemed to be acceptance of such amended Terms and Conditions.

**13.8 Order of Precedence** - In the case of conflicts or discrepancies among this document and any schedules or appendices attached to this document, the documents shall take precedence and govern in the following order:

- (a) these Terms and Conditions; and
- (b) the schedules or appendices to this document.

**13.9 Participant Responsibility for Equipment and Technology** - ERA does not warranty or guarantee the suitability or performance of any equipment or technology used in the Project. ERA shall not be liable for any whole or partial failure of any equipment or technology nor for the performance of such equipment or technology. The Participant is liable and responsible for (and the Participant acknowledges that ERA is not liable nor responsible for) assessing the suitability, merits and performance of the equipment and/or technology and counterparties to any agreements entered into in connection with the equipment or technology. The Participant agrees that all equipment and technology used or installed in connection with the Project will be used or installed in accordance with:

- (a) the manufacturer's specification,
- (b) all Permits, and
- (c) all applicable federal, provincial and local laws.

- 13.10 References** - References in this Agreement to section numbers are to the corresponding numbered provisions of this Agreement.
- 13.11 Relationship Between the Parties** - Nothing in this Agreement creates, or shall be construed to create an agency, employment, partnership or joint venture relationship between the ERA and the Participant. The Participant is an independent entity and its employees, agents, or any other person or entity it engages to carry out the Project, are employees, agents or contractors of the Participant and not of ERA.
- 13.12 Successors and Assigns** - This Agreement shall enure to the benefit of and be binding on the ERA and the Participant, and their respective representatives, successors and assigns.

## 14. DOCUMENT INFORMATION

Version	Date	Description	Notes
1.0	11/12/2025	First publication	
1.1	12/10/2025	Changed reference to Portal	Section 6.4.1
1.2	02/01/2026	Updated information about the <i>Access to Information Act</i> and the <i>Protection of Privacy Act</i>	Section 12.4
2.0	06/10/2026	Integrated ECCC funding, updated funding limits, and other requirements	

## APPENDIX A – Participant Agreement - Sample

Subject: Methane Reduction Deployment Program – Participant Agreement for Project ID: [XX]

[DATE]

[PARTICIPANT NAME] (the "Participant")

[PARTICIPANT ADDRESS]

Attention: [●]

Dear [●],

Emissions Reduction Alberta ("ERA") is pleased to inform you that your Project [Project Name]/[Project ID] under the Methane Reduction Deployment Program has been pre-approved for funding, pending your acceptance, which includes the Program Terms and Conditions attached in Schedule A.

Under the terms of this Participant Agreement, the Methane Reduction Deployment Program, funded through Alberta's Technology Innovation and Emissions Reduction (TIER) system, will provide a financial incentive of up to \$[●] (the "Incentive Payment Amount") for [Project Name]/[Project ID] (the "Project"), as outlined in this Agreement.

The Project Completion Date is [Date (i.e.: 2 years from the date of this offer, or March 31, 2029, whichever is sooner)]. Upon execution of the Participant Agreement, the Incentive Payment Amount will be reserved for your Project until this date.

To remain eligible for funding, the Project must be completed, and all required documentation submitted and approved by ERA no later than the Project Completion Date. To allow sufficient time for review, we recommend submitting your final documentation at least fifteen (15) business days prior to the Project Completion Date. If the Project is not completed by the Project Completion Date, the Incentive Payment Amount will no longer be reserved and there may not be additional funding available.

The schedule of payments for the Incentive Payment Amount is as follows:

Project ID: [XX] Project Milestone Payments	Incentive Payment Amounts
<b>Procurement Incentive Payment</b> (after approval of required documentation and uploading of direct deposit form for electronic fund transfer)	\$XX,XXX
<b>Project Completion Incentive Payment</b> (after approval of required documentation and uploading of direct deposit form for electronic fund transfer)	\$XX,XXX
<b>TOTAL INCENTIVE PAYMENT AMOUNT</b>	<b>\$XX,XXX</b>

The pre-approval of the Project and the Incentive Payment Amount is based on the Project application you submitted on the Portal (as defined in Schedule A) and approved by ERA. The total Incentive Payment Amount represents the maximum funding available and may be reduced if the actual Eligible Project Costs are lower than those included in your approved application. Note that scope changes will not be accepted by ERA without prior approval and may require re-submission of the Project application on the Portal. If resubmission of your application is required, funds may no longer be reserved. Instructions for initiating a scope change are detailed in the Program Guide.

Please confirm your acceptance of the Program Terms and Conditions by signing and returning this Participant Agreement, no later than **[insert date that is ten (10) business days from the date of this offer]**. This offer may expire if the Participant Agreement is not returned on or before such date.

On behalf of everyone at ERA, thank you for your interest and participation in the Methane Reduction Deployment Program.

**IN WITNESS WHEREOF**, the Participant acknowledged acceptance of this Agreement and the related Terms and Conditions. This Agreement is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between:

**[PARTICIPANT LEGAL NAME]**

By: \_\_\_\_\_

Signing Authority Name: \_\_\_\_\_

Title: \_\_\_\_\_

**and**

**Emissions Reduction Alberta**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_