



STRATEGIC ENERGY MANAGEMENT FOR INDUSTRY

Contractor Code of Conduct

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Program Overview

Emissions Reduction Alberta's Strategic Energy Management for Industry ("SEMI") program helps industrial and manufacturing facilities improve their energy performance by offering co-funding to implement an integrated system of practices, processes, and capital retrofits.

With funding from the Government of Alberta's Technology Innovation and Emissions Reduction ("TIER") fund and Natural Resources Canada ("NRCan"), the objective for SEMI is to support eligible facilities to:

- ▶ Understand energy use;
- ▶ Identify methods and approaches to optimize energy use;
- ▶ Implement energy-saving capital retrofits; and
- ▶ Improve energy productivity and competitiveness.

SEMI offers financial incentives that cover up to 50% of eligible project costs for for-profit organizations and up to 100% for not-for-profits and Indigenous organizations. Additional funding caps are stated on the SEMI website. SEMI also allows in-kind contributions from the facility to offset the co-funding requirement for certain activities. This Contractor Code of Conduct ("Agreement") is between Emissions Reduction Alberta ("ERA") and the Eligible Contractor ("Eligible Contractor" or "You" or "Your").

The first step in SEMI is for a SEMI participant to complete a Facility Readiness Assessment ("FRA"). The FRA is completed by ERA's Service Provider, Enerva Energy Solutions Inc ("Service Provider" or "Enerva"). For-profit organizations must cover 50% of the cost; however, it is anticipated that SEMI participant contributions can be provided as an in-kind contribution. In-kind contributions can include facility staff time necessary to complete any aspect of the FRA and prior energy management activities that contribute value to eligible activities. The FRA will provide the SEMI participant with recommendations to implement further eligible activities for their consideration.

Once the FRA is complete, the SEMI participant may participate in the below four eligible activities ("Eligible Activities"):

- ▶ **Conduct Energy Assessments and Audits (EAA)**
- ▶ **Implement Energy Management Information Systems (EMIS)**
- ▶ **Implement Strategic Energy Management (SEM)**
- ▶ **Invest in Energy Efficiency Focused Capital Retrofits (Capital Retrofits)**

The FRA and SEM will be delivered, overseen and coordinated by ERA's Service Provider. All other Eligible Activities will be delivered by an Eligible Contractor that the SEMI participant selects.

Eligible Contractors are key to the success of SEMI. To participate in SEMI, Product and Service Providers ("Product and Service Provider") must register with ERA to become an Eligible Contractor. The process is simple:

1. [Enter your contact information through the SEMI Online Portal.](#)
2. [Review and accept the Agreement as outlined below.](#)
3. [Once accepted as an Eligible Contractor, a SEMI participant can share their facility with You to proceed with the SEMI implementation. Note that as an Eligible Contractor, You cannot add facilities independently; however, You can work on facilities shared by SEMI participants.](#)

This Agreement is designed to ensure that SEMI participants receive equitable services, that SEMI is delivered efficiently, and that Eligible Contractors contribute to the success of SEMI. The intent of the Agreement is to establish the minimum acceptable performance standards and business requirements that all Eligible Contractors are expected to already have in place.

Eligible Contractors should become familiar with SEMI materials and documents including the Participant Terms & Conditions found on the [SEMI website](#). Ultimately, this Agreement should be read within the context of the full SEMI program, including all materials and documentation.

If you have any questions, please contact us at semi@eralberta.ca or 1-844-407-0025.

Definitions

The following terms have the following meanings in this Contractor Code of Conduct:

- a. **“Agreement”** means ERA’s Strategic Energy Management for Industry Program Contractor Code of Conduct;
- b. **“Confidential Information”** has the meaning set forth in the ‘Protection of Privacy and Confidential Information’ section;
- c. **“Eligible Activity”** means any technology, equipment, retrofit, upgrade, services or work completed for the purpose of reducing energy consumption or increasing energy efficiency of the Participant’s facility;
- d. **“Eligible Contractor”** means a product and service provider (which includes but is not limited to distributors, suppliers, equipment installers, engineering firms, and energy auditors) that has met the criteria to register for the SEMI program;
- e. **“ERA”** means Emissions Reduction Alberta;
- f. **“Issues Escalation Framework”** means the processes for resolving issues that arise during Program participation;
- g. **“Participant”** means an applicant who satisfies the eligibility requirements outlined in the Program Terms and Conditions and has applied and received pre-approval to the Program;
- h. **“Personal Information”** has the meaning set forth in the ‘Protection of Privacy and Confidential Information’ section;
- i. **“Personnel”** means all personnel of an Eligible Contractor involved in the development, provision of services and/ or deliverables hereunder, whether they are employees, subcontractors or other entities of the Eligible Contractors;
- j. **“Primary Contact”** means the Eligible Contractor’s main point of contact for the Program;
- k. **“Product and Service Provider”** means any company that may provide services or sell products to a Participant in the Program. This includes but is not limited to distributors, suppliers, equipment installers, engineering firms, and energy auditors;
- l. **“Program”** or **“SEMI”** means the ERA Strategic Energy Management for Industry Program;
- m. **“Program Staff”** means all ERA or Service Provider staff working on the Program;
- n. **“Program Terms and Conditions”** means the published Terms and Conditions for the Program which may be updated from time to time at the discretion of ERA;
- o. **“Service Provider”** or **“Enerva”** means the authorized Service Provider who has been engaged by ERA to implement the Program;
- p. **“SEMI Online Portal”** means the website page for the Eligible Contractors to login to submit, update and view their applications;
- q. **“Work”** means all goods, services, installations, documentation, and compliance processes to be provided by the Eligible Contractor on behalf of any Participant, as part of the Program.

Eligible Contractor Conduct Expectations

Eligible Contractors will:

- a. consent to receive updates, communications, and emails from ERA or its Service Provider;
- b. be effective communicators with Program Staff. This Program will require communication via email and the SEMI Online Portal. Eligible Contractors will:
 - ▶ communicate openly and respectfully with Program Staff to seek assistance as needed in technical or administrative areas pertaining to Program participation;
 - ▶ regularly stay up to date with communication, checking for Program messages or updates weekly at a minimum; and
 - ▶ be responsive to inquiries made by Program Staff, providing responses within three (3) business days for phone and email inquiries. If unable to fully respond within three (3) business days, the Eligible Contractor must provide an estimate of the time needed to fully respond to the Program Staff, based upon the complexity of the inquiry;
- c. provide ERA and its Service Provider with accurate contact information and any other data or documentation required to comply with the Program on-boarding requirements. If any of this information changes during the course of the Program, ERA must be notified;
- d. provide feedback to the Program Staff on issues pertaining to Program design and administration, or any other experiences with the Program in general;

- e. participate in training and outreach sessions, including webinars related to the Program as scheduled by Program Staff from time to time;
- f. adhere to the following customer service requirements:
 - ▶ treat Participants fairly and deliver Work in a timely and responsible manner;
 - ▶ honour scheduled appointments. When unable to attend scheduled customer appointments, the Eligible Contractor should notify the customer at least 24 hours before the scheduled visit;
 - ▶ make every effort to communicate clearly, respectfully, and regularly with Participants; and
 - ▶ provide Participants with adequate and accurate information about the proposed products or services, including all involved costs, any relevant risks, performance and savings claims, and projections, if applicable;
- g. conduct all communication and all aspects of business in relation to the Program without deception, abusive acts or practices, or discrimination (as defined by the *Canadian Human Rights Act*);
- h. only offer, perform, and accept responsibility for Work that the Eligible Contractor is qualified and competent to perform, based on their training, experience and where they are licensed to perform;
- i. properly identify that the relationship between the Eligible Contractor and ERA is one of an independent contractor. The Eligible Contractor must explicitly disclose to each Participant that it is an independent business, and must not represent itself as being employed, certified, approved, or endorsed by ERA;
- j. promote, in good faith, positive participation in the Program, energy efficiency and on-site generation among Participants and the public; and
- k. promote ERA Programs accurately, and when possible, through materials provided by ERA or its Service Provider.

Eligible Contractor Obligations

Nothing in this Agreement affects the obligation of an Eligible Contractor, Personnel, or any representatives it appoints to act on its behalf, to comply with all applicable laws, bylaws, permitting, and regulatory requirements from authorities with jurisdiction.

Nothing in this Agreement derogates from the obligations of an Eligible Contractor to the Program Participant to comply with the contracts that the Participant may have in place with the Eligible Contractor.

The requirements set out in this Agreement apply in addition to any other requirements imposed by law, whether dealing with the same subject matter or otherwise, including the requirements of the *Consumer Protection Act* and the *Direct Selling Business Licensing Regulation* and the *Direct Sales Cancellation and Exemption Regulation* and the *Designation of Trades and Businesses Regulation* and the *Prepaid Contracting Business Licensing Regulation*.

Where compliance with this Agreement would cause non-compliance with a relevant law or regulation in a specific jurisdiction, an Eligible Contractor shall notify ERA forthwith of any non-compliance caused as a result of this Agreement. An Eligible Contractor should act in full compliance with the relevant law or regulation in that jurisdiction, and should continue to comply with this Agreement to extent possible while remaining in compliance with said law or regulation.

The terms of any vendor financing, such as energy performance contracts, must not conflict with any Terms and Conditions offered through the Program. All terms and conditions for any vendor financing must be disclosed to the Participant and ERA at the time of offering.

The following additional obligations are required for specific projects:

- a. energy assessments and audits must be performed by an Eligible Contractor with: (a) a valid license as a Professional Engineer (P.Eng.) or Registered Architect, and/or a Certified Energy Manager or Certified Engineering Technologist certification; (b) Experience in conducting energy assessments and retrofits; (c) Knowledge of energy benchmarking and energy management systems; (d) Knowledge of energy management practices, including energy management planning, energy use, and building systems and technologies and existing building commissioning practices; and (e) Project management skills required to conduct an energy assessment;
- b. energy management information systems must be implemented by an Eligible Contractor with: (a) a valid

- license as a Professional Engineer (P.Eng.), Certified Energy Manager certification, or Certified Engineering Technologist certification; (b) experience with management systems (e.g., ISO 9001, ISO 14001); (c) experience in energy management system projects, energy audits, benchmarking, and retrofits. The 50001 Certified Practitioner in Energy Management Systems is considered an optional asset;
- c. capital retrofits must be certified by an Eligible Contractor that is a licensed professional engineer (P.Eng.) or a Certified Energy Manager or a Certified Engineering Technologist and use standards such as International Performance Measurement and Verification Protocol (IPMVP) to measure and verify the resulting energy savings.
 - d. On-site solar photovoltaic projects must be completed by an Eligible Contractor that is a member in good standing of Solar Alberta, the Canadian Renewable Energy Association, or the Electrical Contractors Association of Alberta;
 - e. On-site geothermal ground source heat pump project designs must be approved by a P.Eng. having completed the Certified Geo Exchange Designer (CGD) course from the International Ground Source Heat Pump Association or equivalent. Ground Source Heat Pump installers must have completed the Accredited Installer accreditation from the International Ground Source Heat Pump Association or equivalent. The Eligible Contractor is obligated to disclose the individual or organization and associated credentials meeting these requirements in association with Eligible Projects;
 - f. Any other requirements specified in the SEMI Activities Application Guides, as updated from time to time.
- c. the Work will be of professional quality, in accordance with professional standards, in strict compliance with all Program Terms and Conditions, this Agreement, and applicable law, and free of infringement of any intellectual Property Rights of any third person or entity;
 - d. the Eligible Contractor's insurance policies are in full force and effect, and the Eligible Contractor is not in default with respect to (i) the payment of any premium or (ii) any material provisions contained in such policies;
 - e. the Eligible Contractor will act in full compliance with all applicable Federal, Provincial, and Municipal laws, including without limitation, all laws regarding truth in advertising, consumer protection, contract law, health and safety, and other relevant regulations within their professional practices;
 - f. the Eligible Contractor will maintain all relevant licenses and permits required by Federal, Provincial, County or Municipal government, or any other agencies or authorities with jurisdiction over the course of Work performed during the Program, including all relevant licenses or permits for subcontractors engaged in fulfilment of Work performed through the Program;
 - g. the Eligible Contractor has made full, true and plain disclosure to ERA of all facts relating to the Program;
 - h. the acceptance of this Agreement and the participation in the Program have been duly and validly authorized by the Eligible Contractor in accordance with applicable law, and this Agreement shall constitute a binding legal obligation of the Eligible Contractor;
 - i. the Eligible Contractor will submit accurate and truthful information to the Program relating to product specifications, quotes, invoices and other documentation as required by the Program to approve projects;
 - j. the Eligible Contractor has read and understands the Consumer Protection Act as it relates to its business and the delivery of the Program;
 - k. the Eligible Contractor will ensure that no Personnel acts in a manner that would disparage or defame ERA or the Program, and will ensure that all Personnel 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; and
 - l. the Eligible Contractor will ensure that all Personnel will act in compliance with the terms of this Agreement and applicable law.

Representations, Warranties, and Covenants

The Eligible Contractor represents, warrants, and covenants that:

- a. the Eligible Contractor and all Personnel possess the skills, knowledge, and experience necessary to provide all of the Work as required;
- b. the Eligible Contractor and all Personnel are properly certified, and have obtained all required licenses, permits, approvals and authorizations necessary, to complete the Work by applicable licensing and governing bodies, and under applicable law;

Conflicts of Interest

Except as has been previously disclosed to ERA or its Service Provider, the Eligible Contractor affirms that neither the Eligible Contractor or its Personnel, has, or will enter into any contractual, financial, business or other interest, that would conflict in any manner with the Eligible Contractor's performance of its obligations under this Agreement or would otherwise create the appearance of conflict with respect to this Agreement.

Business Requirements

To become an Eligible Contractor the following minimum requirements must be satisfied. Signing this Agreement certifies that the Eligible Contractor has met the below requirements and, upon request, can demonstrate valid and appropriate business documentation and insurance coverage for the type of Work offered. The minimum requirements are as follows:

- a. registered and in good standing with the Workers' Compensation Board (WCB), or evidence of WCB exemption;
- b. commercial general liability insurance, written on an occurrence basis, including bodily injury, property damage, personal injury, advertising injury, products and completed operations, and contractual liability, in an amount not less than:
 - ▶ each Occurrence Limit \$2,000,000;
- c. automobile liability insurance with a minimum limit of \$2,000,000 liability for bodily injury and property damage for all owned, rented, leased or hired vehicles used in conjunction with the Program and the associated Work;
- d. the corresponding coverage held by the Eligible Contractor for the sole use and protection of the Eligible Contractor. All coverage obtained and maintained by the Eligible Contractor shall be primary to and non-contributory; and
- e. a legal right to perform Work in Alberta as applicable.

The following may be required to become an Eligible Contractor:

- f. where there is a risk of damages arising out of any act, error or omission in professional services rendered, the Eligible Contractor must obtain and maintain errors and omissions insurance, in accordance with the *Alberta Insurance Act*, in an amount not less than \$1,000,000 per claim insuring its liability resulting from errors and omissions in the performance of its Services under this Contract. This insurance is required to remain in place for a period of 12 months following the

completion or termination of this Agreement and this condition may be satisfied with a 12-month extended reporting period.

ERA or the Service Provider reserves the right to verify these requirements at any time for any Eligible Contractor. Signing this Agreement certifies that the Eligible Contractor agrees to share any documentation or proof of compliance as needed for verification purposes over the course of the Program and the subsequent 12-month period.

Protection of Privacy and Confidential Information

- a. 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"), and the *Protection of Privacy Act, SA 2024, c P-28.5* ("POPA"). The Eligible Contractor 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"); and
- ▶ Any information or records relating to this Agreement, including without limitation, information or records relating to the Work and information or records provided by the Eligible Contractor to ERA or its Service Provider, may be disclosed by ERA in an access to information request, in accordance with ATIA.

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

- b. "Confidential Information" means all technical, corporate, financial, economic, legal or other information or knowledge generally concerning ERA, its directors or officers, other boards, agencies, associations of the Government of Alberta, or specifically concerning the Program, whether disclosed orally, or in the form of written material, computer data or programs, and includes information respecting ERA's registrants, processors, financial information, models, mechanisms, processes, intellectual property, trade secrets or otherwise, but does not include information that is:
 - ▶ in the public domain;
 - ▶ disclosed lawfully to the Eligible Contractor by a third party who has no obligation of confidentiality to ERA with respect to the disclosed information;
 - ▶ becomes known to the public, other than by a breach of the Eligible Contractor of its obligations under this Agreement; or
 - ▶ already known by the Eligible Contractor before disclosure by ERA under this Agreement, as evidenced by written records of the Eligible Contractor.

- c. The Eligible Contractor shall not use Confidential Information for any purpose other than to perform its obligations in accordance with the terms of this Agreement and shall maintain the Confidential Information in strict confidence and shall not disclose, divulge or communicate directly or indirectly at any time any Confidential Information to any person, firm, corporation, subcontractor, employee, or to any third party, except to the extent necessary to perform its obligations under this Agreement, and fulfill the terms of this Agreement, provided that the Eligible Contractor shall contractually require such person, firm, corporation, subcontractor, employee or third party to be bound by confidentiality and restricted use obligations no less stringent than those provisions that bind the Eligible Contractor. The Eligible Contractor may only disclose the Confidential Information with the prior written consent of ERA or where required by law.

On termination of this Agreement for any reason, the Eligible Contractor will immediately return or destroy if requested by ERA or its Service Provider all Confidential Information provided to the Eligible Contractor by ERA or its Service Provider, and all property, writing, materials, designs, patterns, blue-prints, work-in-progress and data relating to this Agreement.

Compliance

- a. ERA will utilize a tiered corrective action procedure for non-compliance with any Program requirements. Corrective action procedures are documented in the Issues Escalation Framework attached to this Agreement as Appendix A. The Eligible Contractor acknowledges that they have read and understand the [Issues Escalation Framework in Appendix A](#);
- b. notwithstanding the expiration or termination of this Agreement or the Program in whole or in part for any reason, all covenants and agreements to be performed and/or observed under this Agreement which by their nature are to survive the termination of this Agreement, including without limitation those relating to confidentiality, termination, and indemnification, will survive any such expiration or termination.

Limitation of Liability

- a. ERA's sole liability hereunder is limited to the extent ERA is legally responsible, arising out of the negligence or willful acts of ERA in relation to the performance of its obligations under the Eligible Contractor on-boarding process;
- b. the Eligible Contractor shall indemnify and hold harmless ERA and its directors, officers, employees, representatives and Service Providers from any and all claims, losses, liabilities or damages, including consequential damages and costs arising directly or indirectly from but not limited to the obligations supplied under this Agreement. In no event shall ERA or its Service Provider be liable to the Eligible Contractor for any consequential, incidental, special reliance or indirect damages arising out of or related to Program participation, its cancellation, or any changes thereto whether such claim is based in contract or tort and whether or not the Eligible Contractor has been advised of the possibility of such damages;
- c. the Eligible Contractor, its entities, successors and assigns hereby release and forever discharge ERA and its Service Provider from all actions, causes of action, claims or demands whatsoever under this Agreement;
- d. the Eligible Contractor waives the right to bring or assert any claim against ERA relating to its registration and status as an Eligible Contractor (including public listing of information) and releases ERA and its Service Provider from any and all liability therefore or relating thereto; and
- e. ERA and its Service Provider shall have no obligation to maintain, remove or perform any Work whatsoever on any equipment installed.

Miscellaneous

- a. ERA makes no assurance that any person or entity will gain additional business or any other business advantage from being an Eligible Contractor.
- b. ERA reserves the right to amend this Agreement, in whole or in part, at any time and solely at its discretion. Eligible Contractors will be notified of any amendments made.
- c. Notwithstanding the process outlined in Appendix A, ERA reserves the right to unilaterally terminate an Eligible Contractor's eligibility to participate in the Program at any time without liability. By signing this Agreement, the Eligible Contractor acknowledges and understands that they shall have no recourse against ERA or its Service Provider for such termination.

Appendix A – Issues Escalation Framework

1.1 Purpose

This Issues Escalation Framework applies to Eligible Contractors under the Program. This will serve as a guide to ensure that: Program expectations are met, ERA and its Program are fairly represented to Albertans, and to clarify how breaches of the Agreement or Program Terms and Conditions will be handled.

The Issues Escalation Framework describes Program management processes for resolving conduct issues regarding Eligible Contractors that arise throughout the duration of the Program. Participation as an Eligible Contractor is managed by Program Staff.

1.2 Issue Identification and Escalation

Issues may be identified through several pathways including being identified by Program Staff, raised by Participants, or reported by external authorities. A list of issue types and common descriptions is below.

Table 1: Types of issues may include, but are not limited to the following:

ISSUE TYPE	ISSUE DESCRIPTION
Issues involving Program administration	Customer service complaints from Participants or the public.
	Deviations from application submission standards as noted by Program Staff and documented in Program Terms and Conditions or other Program guidelines. This includes repeated errors, omissions, or other quality issues relating to any submitted documentation.
	If the Eligible Contractor is completing the application submission on behalf of the Participant and fails to forward any Program benefits, financial incentives, or otherwise from the Program to the Participant.
	Non-compliant marketing practices or misrepresentation of relationship to the Program or ERA.
	Unresponsiveness (more than 10 business days) or disrespectful communication to Participants or Program Staff.
	Significant deviations from industry standards or non-compliance with Program Terms and Conditions.
	No longer meeting the minimum criteria as an Eligible Contractor. Program Staff may conduct periodic verification of the Eligible Contractor criteria (e.g. WCB Alberta clearance) to ensure compliance.
	Other business or industry peer reporting technical or quality related issues to Program Staff.
	Other issues that may arise during Program participation, including non-compliance with the terms of the Agreement or marketing guidelines.

ISSUE TYPE	ISSUE DESCRIPTION
Issues involving business operations	Issues which affect the ability of the Eligible Contractor to fulfill Program obligations or commitments to Participants. This includes an Eligible Contractor going out of business which may be communicated by the Eligible Contractor to Program Staff or reported by Participants.
Issues involving standards, codes or regulations	Issues of compliance with consumer protection legislation. The Consumer Investigations Unit investigates breaches of Alberta’s consumer protection legislation and takes enforcement action. Enforcement actions may include licensing actions, administrative penalties, undertakings, Director’s Orders, or court charges.
	Serious issues of compliance with industry specific standards, codes and regulations as reported by relevant industry associations (e.g. APEGA or the ECAA).
	Serious issues of code, permitting, or licensing compliance as reported by any local, provincial, or federal authority having jurisdiction. This includes issues of health and safety.

When an issue arises or an instance of non-compliance becomes known with the Agreement, the first step in all situations is to gather relevant information, seek clarification from affected parties, and ensure obligations are clearly understood. From that point, the following escalation and resolution approach is followed:

1. The first level in the resolution process is to use coaching whenever possible. Coaching includes following up with the Eligible Contractor’s Primary Contact with a written notice, communicating the issue, and agreeing on and documenting the corrective actions that are required within the stated timeframe. In most cases, it will be considered reasonable to expect corrective actions within 10 business days. If the issue persists following coaching, cannot be resolved, or cannot be verified by an external authority (if required) or if a response is not received from the Eligible Contractor within 10 business days, the issue will be escalated to the next level.
2. Program Staff will issue a written warning to the Primary Contact that Eligible Contractor status will be suspended if there is no response or action taken within 5 business days. If the issue remains unresolved or if the Eligible Contractor remains unresponsive after the 5-business day period, the Eligible Contractor status will be suspended, and a notice will be sent to the Primary Contact outlining the actions that must be taken to be reinstated.
3. The final level in the resolution process is the permanent removal of Eligible Contractor status. After an Eligible Contractor has been suspended two times throughout the Program, a written notice will be sent to the Primary Contact explaining that any further suspensions in the calendar year may result in the removal of Eligible Contractor status. If issues persist following this notice and are not remediated within 15 business days, a written notice will be issued to the Primary Contact removing the Eligible Contractor status and outlining the actions that must be taken to be reinstated.

ERA reserves the right to adjust the timelines required for corrective action and response by the Eligible Contractor and escalation by Program Staff if special circumstances arise which require faster response times. Further, entities attempting to be reinstated or reapplying under a different name to avoid issue resolution will not be eligible to be involved in the Program.

Issues involving standards, codes or regulations – additional details:

Serious issues involving standards, codes or regulations follow a separate escalation and resolution process below. This does not replace any recourse that the Participant may have contractually with the Eligible Contractor.

When serious issues involving standards, codes or regulations are identified, Program Staff will cooperate with investigations by authorities as required. Program Staff will review and send a written notice to the Primary Contact of the Eligible Contractor stating the issue that has been raised and that the Eligible Contractor is suspended immediately and for the duration of the investigation. The Program Staff will also make efforts to verify the information regarding the issue with the appropriate external authority involved.

Once the investigation is complete the Program Staff will determine whether the Eligible Contractor will be reinstated or removed from the Program depending on the outcome and severity of the investigation conclusion. If enforcement actions, such as penalties or charges laid are taken and the Program Staff have received verification that action has been enforced, it will result in immediate removal of Eligible Contractor status. Upon removal, the ERA Program Staff will issue a written notice to the Primary Contact stating that Eligible Contractor status has been removed.

1.3 Suspension

Suspension from Eligible Contractor status means that the Eligible Contractor cannot participate in the Program on a temporary basis until reinstated. Participating in the Program includes being able to submit a project for incentive, financing, or other support. If there are active projects in the Program with the suspended Eligible Contractor, the projects will not be able to proceed until the Eligible Contractor's status is reinstated or if the Participant identifies an alternative Eligible Contractor. ERA holds no liability for these projects.

Contractors can be reinstated as an Eligible Contractor when the following criteria are met:

- a. corrective action is taken for all outstanding issues as required by ERA or its Service Provider;
- b. proof of renewal of any outdated documentation or confirmation of Eligible Contractor criteria (e.g. WCB Alberta) is provided; and
- c. proof of completion is provided for any actions recommended by Program Staff due to the suspension.

Reinstatement may also include being subject to additional quality assurance checks or site reviews by Program Staff in the future.

ERA reserves the right, in its sole discretion, to apply the suspension of Eligible Contractor status to: (a) other Eligible Contractors with common ownership or (b) another entity with common ownership that is applying to become an Eligible Contractor.

After an Eligible Contractor has been suspended two times throughout the Program, a written notice will be sent to the Primary Contact explaining that any further suspensions in the Program will result in the removal of Eligible Contractor status.

1.4 Removal

Removal of status as an Eligible Contractor will result in the termination of the Agreement. Thereafter, and given that acceptance and adherence to the Agreement is a requirement of Program participation, the Eligible Contractor cannot participate in the Program. Participating in the Program includes being able to submit a project application for incentive, financing, or other support. If there are active projects in the Program with the suspended Eligible Contractor, the projects will not be able to proceed until the Eligible Contractor's status is reinstated or the Participant identifies an alternative Eligible Contractor. ERA holds no liability for these projects.

After being removed, reinstatement as an Eligible Contractor will only be considered by the ERA Program Staff on a case-by-case basis and will require waiting a minimum of 3 months before consideration.

If reinstatement is considered, it will involve signing the Agreement again and meeting the reinstatement criteria for suspensions as a minimum, in addition to providing documented clearance from any external authority that was involved in the removal. Reinstatement may also require being subject to additional quality assurance checks or site reviews by Program Staff.

ERA reserves the right, in its sole discretion, to apply the removal of Eligible Contractor status to: (a) other Eligible Contractors with common ownership or (b) another entity with common ownership that is applying to become an Eligible Contractor.

1.5 Escalation Framework Process Flow Diagram

