

DEPARTMENT OF NATURAL RESOURCES

**CONTRIBUTIONS IN SUPPORT OF
CLEAN FUELS, TRANSPORTATION AND INDUSTRY**

ZERO EMISSION VEHICLE AWARENESS INITIATIVE

NON-REPAYABLE CONTRIBUTION AGREEMENT

THIS AGREEMENT is made in duplicate

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF CANADA ("Canada"), represented by the Minister of Natural Resources,

AND:

THE CITY OF FREDERICTON, a municipal corporation, incorporated under the laws of New Brunswick (the "Proponent").

WHEREAS Canada wishes to encourage the adoption of the **ZERO EMISSION VEHICLE AWARENESS INITIATIVE** (the "Program");

WHEREAS the Proponent has submitted to the Minister a Proposal for the funding of a Project called "**PROMOTING ZERO EMISSION MOBILITY IN FREDERICTON** " which qualifies for support under the Program;

WHEREAS Canada and the Proponent agree that in order for the Proponent to develop and implement the Project as described in Schedule A (Description of the Project), the Proponent will require financial assistance from Canada;

AND WHEREAS Canada is willing to provide financial assistance toward the Eligible Expenditures of the Project in the manner and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, Canada and the Proponent agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

"Agreement" means this Agreement and the attached Schedules A and B;

"Claim Period" means the quarter to which each payment pertains;

"Completion Date" means the date that the Proponent shall complete the Project as specified in Paragraph 4.2;

"Contribution" means the funding provided by the Minister under this Agreement;

"Eligible Expenditures" means any expenditures Incurred by the Proponent, as set out in Schedule B (Budget and Eligible Expenditures), within the Eligible Expenditure Period in accordance with the terms and conditions of this Agreement;

"Eligible Expenditure Period" means the period starting **when this Agreement is signed to March 31, 2024**;

"Fiscal Year" means the period beginning on April 1st of any year and ending on March 31st in the next year;

"Fixed Asset" means a tangible non-current asset, including buildings and equipment, acquired not for sale but for use for the Project during the Eligible Expenditure Period;

"Incurred" means, in relation to an Eligible Expenditure, an Eligible Expenditure that goods have been received by, and/or services have been rendered to, the Proponent;

"Incurred and Paid" means, in relation to an Eligible Expenditure, an Eligible Expenditure that the Proponent has paid for;

"Intellectual Property" means any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial designs;

"Interest Rate" means the Bank Rate, as defined in the *Interest and Administrative Charges Regulations*, in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for any given month can be found at: <http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html>;

"Minister" means the Minister of Natural Resources and includes any duly authorized officers or representatives;

"Party" means either the Proponent or Canada;

"Project" means the Project described in Schedule A (Description of the Project);

"Proposal" means a written Proposal signed by the Proponent on **August 18, 2022** including at least a background, purpose, work description, results expected, and a budget, which is accepted by the Minister for the Project;

"Total Government Funding" means cash contributions provided by the federal government and other contributions from the provincial/territorial and municipal governments toward the Total Project Costs; and,

"Total Project Costs" means the Contribution and other verifiable cash or in-kind contributions either received or contributed by the Proponent and directly attributable to the Project from **January 3, 2023 to June 30, 2024**.

1.2 The following schedules are attached to and made part of this Agreement:

- a) Schedule A (Description of the Project); and
- b) Schedule B (Budget and Eligible Expenditures).

1.3 In case of conflict between any provision in the main body of this Agreement and a provision in a schedule attached hereto, the provision in the main body of this Agreement shall take precedence.

1.4 Grammatical variations of the above defined terms have similar meanings. Words importing the singular number only shall include the plural and vice versa.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Proponent represents and warrants that all factual matters contained in the Proposal and all supporting material submitted are true and accurate in all material respects, and that all estimates, forecasts and other related matters involving judgement were prepared in good faith and to the best of its ability, skill and judgement.

2.2 The Proponent represents and warrants that it is duly incorporated or registered and validly existing in good standing under the laws of Canada and has the power and authority to carry on its business, to hold property, and undertakes to take all necessary action to maintain itself in good standing and preserve its legal capacity during the term of this Agreement.

2.3 The Proponent represents and warrants that the signatory to this Agreement has been duly authorized to execute and deliver this Agreement on its behalf.

2.4 The Proponent represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized and when executed and delivered will constitute a legal, valid, and binding obligation of the Proponent enforceable in accordance with its terms.

2.5 The Proponent represents and warrants that it has not, nor has any person offered or promised to any official or employee of His Majesty the King in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.

3. DURATION OF THE AGREEMENT

3.1 This Agreement comes into force when signed by the Parties.

3.2 Except as otherwise provided in the articles below, this Agreement will expire on the latest of:

- a) the Completion Date;
- b) the completion of the Project to the satisfaction of the Minister; or
- c) the date on which all amounts owed by the Proponent to the Minister under this Agreement have been paid in full.

3.3 The following clauses shall survive the expiration of this Agreement for an additional three (3) years:

- a) Article 8 (Accounts and Audits);
- b) Article 9 (Intellectual Property);
- c) Article 10 (Indemnity);
- d) Article 11 (Default);
- e) Article 13 (Reports); and
- f) Article 26 (Dispute Resolution).

4. CONDUCT OF PROJECT

4.1 The Proponent shall carry out the Project promptly, diligently and in a professional manner and in accordance with the terms and conditions of this Agreement.

4.2 The Proponent shall complete the Project by June 30, 2024, unless terminated earlier pursuant to the provisions of this Agreement.

4.3 The Proponent shall comply with all applicable federal, provincial and municipal laws in relation to the Project.

4.4 The Parties are satisfied that any legal duty to consult with Aboriginal groups affected by the Project, and where appropriate, to accommodate Aboriginal groups' concerns has been met and continues to be met. If as a result of changes to the nature or scope of the Project Canada determines that a legal duty to consult is triggered, the Proponent agrees that all of Canada's obligations pursuant to this Agreement will be suspended from the moment that Canada informs the Proponent that a legal duty to consult arises.

In the event that a legal duty to consult arises, the Proponent agrees that:

- a) Canada will withhold any payment of the Contribution toward Eligible Expenditures until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups has been met and continues to be met;
- b) if, as a result of such changes to the Project, Canada determines that further consultation is required, the Proponent will work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate Aboriginal groups, is met and continues to be met to Canada's satisfaction; and

- c) it will consult with Aboriginal groups that might be affected by the changes to the Project, explain the Project to them, including Canada’s role, and will provide a report to Canada, which will include:
 - i) a list of all Aboriginal groups contacted;
 - ii) a summary of all communications to date with the Aboriginal groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary or conditional in nature;
 - iii) a summary of any issues or concerns that the Aboriginal groups have raised and an indication of how the Proponent has addressed or proposes to address those issues or concerns; and
 - iv) any other information Canada may deem appropriate.

5. IMPACT ASSESSMENT

5.1 The Proponent represents and warrants that the Project is not a “designated project” nor a “project” according to the *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*.

5.2 If, within the Eligible Expenditure Period, the Project becomes a “designated project” or a “project” carried out on federal land or outside of Canada according to the *Impact Assessment Act*, the Parties agree that Canada’s obligations under this Agreement will be suspended until:

- a) In the case of a “designated project”:
 - i) the Impact Assessment Agency of Canada makes a decision that no assessment of the “designated project” is required and posts that decision; or
 - ii) the decision statement with respect to the “designated project” that is issued to the Proponent sets out that the effects that are indicated in the report with respect to the impact assessment of the Project are in the public interest.
- b) In the case of a “project”:
 - i) a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred in the *Impact Assessment Act*; or
 - ii) if the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances;

5.3 It is understood, that, in the event that the Project becomes a “designated project” or a “project” as defined in Paragraph 5.2 above, the Minister has no obligation to request a decision by the Governor in Council, and may, terminate this Agreement with immediate effect by giving notice in writing to the Proponent. Following such termination, no further Contribution will be disbursed under this Agreement, and the Minister will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise, arising from the termination.

6. CONTRIBUTIONS

6.1 Notwithstanding any other provision of this Agreement, the Contribution shall not in any circumstances exceed the lesser of:

- a) **Seventy Five percent (75%) of Total Project Costs incurred; and**
- b) **Two Hundred Twenty-Five Thousand Dollars (\$225,000).**

6.2 The Fiscal Year allocations for the Contribution are as follows:

2022-2023	Zero Dollars (\$0)
2023-2024	Two Hundred Twenty-Five Thousand Dollars (225 000 \$)
2024-2025	Zero Dollars (\$0)

Any reallocation of the Contribution amounts in whole or in part from one Fiscal Year to another shall require a written amendment signed by the Parties.

6.3 In order to be eligible to receive payment for any remaining portion of the Contribution as described herein, the Proponent must submit its final claim for payment on or before **May 31, 2024**.

6.4 The Minister will not contribute to any Eligible Expenditure Incurred by the Proponent prior to or after the Eligible Expenditure Period.

6.5 If by the Completion Date, the Total Government Funding as set out in Schedule B (Budget and Eligible Expenditures) that the Proponent has received exceeds **one hundred percent (100%)** of the Total Project Costs incurred, the Minister may require the Proponent to reimburse such excess back to Canada.

6.6 The Proponent represents that no other federal, provincial, territorial or municipal government assistance, other than those described below and listed in Schedule B (Budget and Eligible Expenditures), has been or will be provided in respect of the Total Project Costs incurred:

Canada:	Two Hundred Twenty-Five Thousand Dollars (\$225,000)
Other Federal:	Zero Dollars (\$0)
Provincial:	Zero Dollars (\$0)
Territorial:	Zero Dollars (\$0)
Municipal:	Zero Dollars (\$0)
Total Government Funding:	Two Hundred Twenty-Five Thousand Dollars (\$225,000)

The Proponent shall advise the Minister promptly of any change in the Total Government Funding listed above during the term of this Agreement.

7. METHOD OF PAYMENT

7.1 Subject to the terms and conditions of this Agreement, following receipt of a claim for payment, acceptable to the Minister, for payment of Eligible Expenditures Incurred by the Proponent, Canada shall pay the Contribution towards the Eligible Expenditures of the Project.

7.2 In order to receive payment of Eligible Expenditures, the Proponent shall submit claims for payment accompanied by a financial report signed by the Chief Financial Officer or Duly Authorized Officer which, outlines Eligible Expenditures Incurred by task, and progress reports as required in Article 13 (Reports). All claims must be submitted no later than sixty (60) days after the end of each Claim Period, except the claim for the final payment.

7.3 The Minister shall withhold ten percent (10%) from each payment until the Proponent has:

- a) completed the Project to the satisfaction of the Minister;
- b) submitted a final report documenting the completion of the Project as set out in Article 13 (Reports) and the Minister has approved said report;
- c) certified, in the manner set out in Article 13 (Reports), that the Proponent has Incurred and Paid all claims for the payment of Eligible Expenditures of the Project; and
- d) submitted and the Minister has received and approved a final statement of Eligible Expenditures Incurred and Paid in respect of the Project.

7.4 Subject to the terms and conditions of this Agreement, if the Proponent cannot submit a claim for payment on or before March 31 of a Fiscal Year, the Proponent shall no later than April 5 provide the Minister with a signed statement of anticipated Eligible Expenditures Incurred up to March 31, in order for the Minister to establish a Payable at Year-End.

7.5 Notwithstanding Article 25 (Amendments), following receipt of a written request from the Proponent in accordance with Article 24 (Notices), the Minister may approve in writing at his sole discretion an extension to submit any claim or any report required to be submitted in accordance with this Agreement.

7.6 Where for any reason the Minister determines that the amount of the Contribution disbursed exceeds the amount to which the Proponent is entitled or the Proponent is not entitled to the Contribution, the Proponent must repay to Canada no later than thirty (30) days from the date of the Minister's notice, the amount of the overpayment or the amount of the Contribution disbursed. If the amount is not repaid by its due date, interest accrues at the Interest Rate for the period beginning on the due date and ending on the day before the day on which repayment to Canada is received. Any such amount is a debt due to His Majesty the King in Right of Canada and is recoverable as such.

7.7 Without limiting the scope of the set-off rights provided for under the *Financial Administration Act*, it is understood that the Minister may set off against any amount that may be payable to the Proponent pursuant to this Agreement, any amounts owed and past due by the Proponent to His Majesty the King in Right of Canada under any legislation or contribution agreements and the Proponent shall declare to the Minister all amounts outstanding in that respect when making any claim under this Agreement.

8. ACCOUNTS AND AUDITS

8.1 Prior to the Completion Date and for **three (3) years** after the expiration of this Agreement, as described in Article 3 (Duration of the Agreement), the Proponent shall, at its own expense.

- a) keep proper and accurate books, accounts, and records of its revenue received and expenses Incurred and Paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto;
- b) keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project ;
- c) on demand, make available to the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit the Minister to examine and audit and take copies and extracts from such documents;
- d) allow the Minister, at the Minister's own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule A (Description of the Project) were implemented in accordance with this Agreement; and
- e) allow the Minister, at the Minister's own expense and discretion, to conduct an audit to verify the accuracy of reports submitted under Article 13 (Reports).

8.2 In respect of Eligible Expenditures related to professional, scientific and contracting services outlined in Schedule B (Budget and Eligible Expenditures), Canada's auditors may, acting reasonably, request that the Proponent's books, accounts and records be supplemented by information from the books, accounts and records of the subcontractors engaged by the Proponent having contracts in excess of twenty percent (20 %) of the Contribution for the purposes of the Project. The Proponent will use commercially reasonable efforts to obtain such information as is reasonably requested by Canada's auditors from the Proponent's subcontractors, subject to and to the extent permitted by terms of the applicable contracts and, in particular, the audit provisions of such contracts.

9. INTELLECTUAL PROPERTY

9.1 All Intellectual Property that arises in the course of the Project shall vest in the Proponent, or be licensed to the Proponent in the event that a Proponent's subcontractor retains title to such Intellectual Property.

9.2 The Proponent shall supply to Canada the reports and documents described in Article 13 (Reports), and the Proponent hereby grants to Canada a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and, subject to the *Access to Information Act*, make publicly available such reports and documents for non-commercial governmental purposes.

10. INDEMNITY

10.1 Neither Canada, nor its employees, officers and agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Project or as a result of or arising out of this Agreement, and the Proponent will indemnify and save harmless Canada, its employees, officers and agents, in respect of such claims.

11. DEFAULT

11.1 The Minister may declare that an event of default has occurred if:

- a) the Proponent becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes 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 Proponent or a resolution is passed for the winding up of the Proponent or it is dissolved;
- c) in the opinion of the Minister, there has been a misrepresentation or breach of warranty under Article 2 (Representations and Warranties);
- d) in the opinion of the Minister, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of this Agreement has occurred;
- e) any term, condition or undertaking in this Agreement is not complied with, including, without limitation, any of those in Article 4 (Conduct of Project), Article 5 (Impact Assessment) or Article 7 (Method of Payment) and any such defect has not been cured by or remedied by the Proponent within thirty (30) days of written notice of such defect having been provided to the Proponent; or
- f) the Proponent neglects or fails to pay the Minister any amount due in accordance with this Agreement.

11.2 If the Minister declares that an event of default has occurred, in addition to all other remedies provided under contract law, the Minister may exercise one or more of the following remedies:

- a) suspend any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures of the Project or a part of the Project, including any obligation to pay any amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures, including any obligation to pay any amount owing prior to the date of such termination;
- c) terminate this Agreement; and
- d) direct the Proponent to repay all or part of the Contribution which has been paid to the Proponent, together with interest from the date of demand at the Interest Rate, with the exception of an event of default listed in Paragraph 11.1(d). Any such amount is a debt due to His Majesty the King in Right of Canada and is recoverable as such.

For greater clarity, all above remedies are cumulative.

11.3 The fact that the Minister does not exercise a remedy that the Minister 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 the Minister in any way from later exercising any other right or remedy under this Agreement or other applicable law.

12. ACCESS

12.1 Prior to the Completion Date and for three (3) years after the expiration of this Agreement, the Proponent shall provide the Minister or Minister's representatives reasonable access to any premises where the Project takes place to assess the Project's progress or any element thereof, subject to providing reasonable notice and complying with the Proponent's safety requirements for such access.

13. REPORTS

13.1 The Proponent shall submit, no later than thirty (30) days after the Claim Period, the following documentation as per the template provided by Canada.

- a) an updated Project quarterly cash flow statement and budget;
- b) where applicable, a detailed breakdown of any capital equipment purchased, including make, model and unit price;
- c) where applicable, an explanatory note signed by the Chief Financial Officer or Duly Authorized Officer explaining what overhead expenditures were Incurred; and
- d) a report of Project tasks to-date in sufficient detail including outputs and key performance indicators detail to allow progress to be evaluated.

13.2 The Proponent shall submit, no later than sixty (60) days after the Completion Date a final report, as per a template provided by Canada, which includes the following:

- a) a financial report that shall demonstrate how the Contribution was used, including the receipt of goods and/or services being funded by Canada;
- b) a final narrative report to describe how its activities have contributed to the achievement of the objectives of the Project as described in Schedule A (Description of the Project);
- c) a certification that the claims for payment of Eligible Expenditures of the Project have been Incurred and Paid by the Proponent; and
- d) a declaration as to the total amount of contributions or payments, including Total Government Funding, received by the Proponent.

14. DISPOSITION OF ASSETS

14.1 If, prior to the Completion Date and for three (3) years thereafter, the Proponent sells, leases or otherwise disposes of any Fixed Asset excluding Intellectual Property, where the cost of the Fixed Asset is part of the Eligible Expenditures under the Project to which Canada has contributed under this Agreement, and where the proceeds of the sale, lease or other disposition are not applied to acquire assets in replacement of the Fixed Asset, the Proponent shall immediately notify the Minister in writing of such sale, lease or disposition and, if the Minister so requires, the Proponent shall share with Canada the proceeds of the sale, lease or any other disposition in the same ratio as that of Canada's Contribution to the purchase of the Fixed Asset by the Proponent, except that Canada's share shall not exceed the Contribution.

15. SUBCONTRACTS

15.1 The Proponent shall not subcontract all or any part of the Project except as provided in the Proposal or as otherwise set forth below. The Proponent shall advise the Minister of any other new contract, not originally included in the Proposal, the Proponent enters into with a third party to undertake work on the Project where the estimate of the cost of the work to be performed exceeds **twenty percent (20%)** of the Contribution. The notice shall include a description of the extent and nature of the contracted work, the identity of the contractor, and the estimated cost of the contracted work. For greater certainty, for the purposes of this Article, there is no privity of contract between Canada and any of the Proponent's subcontractors; as such, the selection and amendment of any of the Proponent's subcontractors as may be listed in the Proposal is the sole responsibility of the Proponent and is not subject to the Minister's consent.

16. LEGAL RELATIONSHIP

16.1 Nothing contained in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.

16.2 The Proponent shall not make any representation that:

- a) the Proponent is an agent of Canada; or
- b) could reasonably lead any member of the public to believe that the Proponent or its contractors are agents of Canada.

17. ACKNOWLEDGEMENT

17.1 The Proponent shall acknowledge the financial support of Canada in all public information produced as part of the Project.

17.2 The Proponent will seek prior written consent of the Minister for any public acknowledgement of the financial support of Canada to this Project through news releases, public displays, and public and media events.

17.3 Except for releases of information required to comply with securities regulations or other laws, where media announcements and public events relating to this Project are to be made by a Party, the Party shall use commercially reasonable efforts to give to the other a three (3) weeks prior written notice of any media announcement or public event and a reasonable opportunity to review and comment thereon.

17.4 The Proponent acknowledges that the Proponent's name, the amount awarded, and the general nature of the activities supported under this Agreement may be made publicly available by the Government of Canada.

18. TIME OF ESSENCE

18.1 Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

19. MEMBERS OF PARLIAMENT

19.1 No Member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit arising therefrom that is not otherwise available to the general public.

20. CONFLICT OF INTEREST

20.1 It is a term of this Agreement that all current or former public servants to whom the federal *Values and Ethics Code* for the Public Sector, federal *Policy on Conflict of Interest and Post-Employment*, or *NRCan Values and Ethics Code* applies shall comply with the Codes or Policy, as applicable.

20.2 If any individual working for the Proponent formerly provided consultancy services to the Minister that are related to this Agreement, particularly any services associated with developing the Agreement or developing the Project which is the subject of this Agreement, the Proponent is considered to be in a real, perceived, or potential conflict of interest situation.

20.3 If a conflict of interest situation arises during the Agreement, the Proponent shall notify the Minister, in the manner prescribed in Article 24 (Notices). Upon request, the Proponent shall notify the Minister of all reasonable steps taken to identify, avoid, prevent, and where it exists, resolve any conflict of interest situation.

20.4 The Minister may investigate a real, perceived, or potential conflict of interest and take such steps and measures as the Minister considers appropriate, including without limitation: informing the Proponent that it is in a conflict of interest situation; requesting specific actions be taken to correct the situation; requiring the Proponent to withdraw any individual from participation in the Project for reasons of conflict of interest; suspending payments under the Agreement; or terminating the Agreement.

21. FORCE MAJEURE

21.1 The Parties shall not be in default or in breach of this Agreement due to any delay or failure to meet any of their obligations caused by or arising from any event beyond their reasonable control and without their fault or negligence, including any act of God or other cause which delays or frustrates the performance of this Agreement (a “force majeure event”). If a force majeure event frustrates the performance of this Agreement, Canada will only be liable for its proportionate share of the Eligible Expenditures Incurred and Paid to the date of the occurrence of the event.

21.2 The performance of the obligation affected by a “force majeure event” as set out above shall be delayed by the length of time over which the event lasted. However, should the interruption continue for more than thirty (30) days, this Agreement may be terminated by Canada.

21.3 Should either Party claim the existence of a “force majeure event” as above, prompt notice thereof shall be given to the other Party and the Party claiming the existence of a “force majeure event” shall have the obligation to provide reasonable satisfactory evidence of the existence of such event and use its best efforts to mitigate any damages to the other Party.

22. GOVERNING LAW

22.1 This Agreement shall be interpreted in accordance with the applicable federal laws and the laws in force in the Province of New Brunswick.

23. ASSIGNMENT

23.1 No benefit arising from this Agreement shall be assigned in whole or in part by the Proponent without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

24. NOTICES

24.1 The claims for payment, requests, reports, notices, repayments and information referred to in this Agreement shall be sent in writing or by any method of telecommunication and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

To Canada:

Thierry Spiess
a/Deputy Director
On Road Transportation Programs
Natural Resources Canada
580 Booth Street
Ottawa, Ontario
K1A 0E4
Telephone: (613) 617-1458
E-mail: thierry.spiess@nrcan-rncan.gc.ca

To the Proponent:

Michael Baldwin
Director of Corporate Services
The City of Fredericton
397 Queen Street
Fredericton, New Brunswick
E3B 1B5
Telephone: (506) 460-2020
E-mail: michael.baldwin@fredericton.ca

24.2 Requests, notices and documents are deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other Party; by facsimile or electronic mail, when transmitted and receipt is confirmed; and by messenger or specialized courier agency, when delivered.

24.3 The Minister and the Proponent agree to notify each other in writing if the above contact information changes. This requirement will not cause an Amendment.

25. AMENDMENTS

25.1 No amendment of this Agreement or waiver of any of its terms and conditions shall be deemed valid unless effected by a written amendment signed by the Parties.

26. DISPUTE RESOLUTION

26.1 If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator.

27. APPROPRIATION

27.1 The payment of monies by Canada under this Agreement is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment of monies is to be made.

27.2 Notwithstanding any other provision of this Agreement, Canada may reduce or cancel the Contribution to the Project upon written notice to the Proponent in the event that the funding levels for the Department of Natural Resources are changed by Parliament during the term of this Agreement. In the event that Canada reduces or cancels the Contribution, the Parties agree to amend the Project and the Eligible Expenditures of the Project, namely this Agreement, to take into account the reduction or cancellation of the Contribution.

28. LOBBYING ACT

28.1 The Proponent shall ensure that any person lobbying on behalf of the Proponent is registered pursuant to the *Lobbying Act* and that the fees paid to the lobbyist are not to be related to the value of the Contribution.

29. SUCCESSORS AND ASSIGNS

29.1 This Agreement shall inure to the benefit of and be binding on the Parties and their respective representatives, successors and assigns.

30. OFFICIAL LANGUAGES/LANGUES OFFICIELLES

30.1 This Agreement is drafted in **English** at the request of the Parties. Les Parties ont convenu que le présent Accord soit rédigé en **anglais**.

30.2 All public information documents related to the Project prepared or paid for in whole or in part by Canada must be made available in both official languages, when the Department of Natural Resources judges that this is required under the *Official Languages Act*. Tout document d'information publique préparé ou payé en tout ou en partie par le Canada ayant trait au Projet doit être offert dans les deux langues officielles, lorsque le Ministère des ressources naturelles le juge pertinent, conformément à la *Loi sur les langues officielles*.

31. COUNTERPART SIGNATURE

31.1 This Agreement (and any amendments) may be signed in counterparts including facsimile, PDF and other electronic copies, each of which when taken together, will constitute one instrument.

32. SEVERABILITY

32.1 Any provision of this Agreement prohibited by law or otherwise ineffective, will be ineffective only to the extent of such prohibition or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement. The Parties agree to negotiate in good faith a substitute provision which most nearly reflects the Parties' intent in entering into this Agreement.

33. ENTIRE AGREEMENT

33.1 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other agreements, whether written or verbal between the Parties.

IN WITNESS THEREOF, this Agreement is duly executed on behalf of His Majesty the King in Right of Canada by an officer duly authorized by the Minister of Natural Resources and on behalf of the Proponent, by an officer duly authorized on its behalf.

HIS MAJESTY THE KING IN RIGHT OF CANADA

Date

Anna van der Kamp
Executive Director
Fuels Sector

THE CITY OF FREDERICTON

Date

Kate Rogers
Mayor

Date

Jennifer Lawson
City Clerk

To the Agreement between
HIS MAJESTY THE KING IN RIGHT OF CANADA
And
THE CITY OF FREDERICTON

PROJECT TITLE:	Promoting Zero Emission Mobility in Fredericton
PROJECT OBJECTIVE:	The objective of this Project is to undertake a regional project that will increase awareness of and confidence in public electric vehicle charging stations and the use of electric micro-mobility devices (in combination with active transportation) on an active transportation network.
PROJECT SUMMARY:	The Proponent will create an online portal to host information about micro-mobility in the City of Fredericton, develop an interactive digital content for web and social media, develop materials for weekly in-person engagement events, collaborate with the Multi-Cultural Association of Fredericton to design and produce physical materials that can be translated into various languages and shared with the City's newcomer community through a Youth ambassador network.
BENEFITS:	<ul style="list-style-type: none"> • <u>Benefits to Canada / Canadians:</u> Encourage the use of electric and alternative-fuel vehicles in Canada. • <u>Benefits to Stakeholders:</u> Increased capacity to encourage awareness and use of lower-carbon transportation options such as alternative-fuel vehicles and low-carbon fuels.

Task Number	Task	Description	Outputs
1	EV Charger Awareness April 2023 - June 2024	Under this task, the Proponent will: <ul style="list-style-type: none"> • Develop digital engagement materials related to City owned charging stations • Develop City owned charger branding strategy • Create print materials for in-person events • Data collection on charger use and webpage use 	<ul style="list-style-type: none"> • Webpage content developed, translated and published • Branding strategy created and executed • Print materials created and distributed • Data collected on station use and web analytics

Task Number	Task	Description	Outputs
2	Micro-mobility Awareness April 2023 - June 2024	Under this task, the Proponent will: <ul style="list-style-type: none"> Develop digital engagement materials related to micro-mobility Install signage on multi-use trails Create print materials for in-person events Data collection 	<ul style="list-style-type: none"> Webpage content developed, translated and published Signage installed Print materials created and distributed Data collected on trail use and web analytics
3	Reporting June 2024	Under this task, the Proponent will: <ul style="list-style-type: none"> Develop and deliver a final report on project outcomes and KPIs to NRCan 	<ul style="list-style-type: none"> Final report

PERFORMANCE INFORMATION:

Key Performance Indicators:
1. Number of users per month per charging station
2. Number of people accessing the webpage and downloading materials related to EV charging stations
3. Traffic counts on the Bill Thorpe Walking Bridge show an increase in wheeled traffic at peak morning and evening commuting hours
4. Number of people accessing the webpage and downloading materials
5. Number of printed materials distributed or installed

SCHEDULE B

To the Agreement between

HIS MAJESTY THE KING IN RIGHT OF CANADA

And

THE CITY OF FREDERICTON

BUDGET AND ELIGIBLE EXPENDITURES

1. Subject to the limitations set out in Article 6 (Contributions), Eligible Expenditures shall be associated with the execution of the various activities as described in Schedule A (Description of the Project).

Approved Budget (\$)	2022-2023	2023-2024	2024-2025	TOTAL (\$)
Canada (NRCan)	\$ -	\$ 225,000	\$ -	\$ 225,000
ELIGIBLE EXPENDITURES				
Salaries and benefits	\$ -	\$ 20,000	\$ -	\$ 20,000
Professional services	\$ -	\$ 90,000	\$ 10,000	\$ 100,000
Capital expenses, including informatics and other equipment or infrastructure	\$ -	\$ 180,000	\$ -	\$ 180,000
Total by Fiscal Year:	\$ -	\$ 290,000	\$ 10,000	
Total Eligible Expenditures				\$ 300,000
INELIGIBLE COSTS				
INELIGIBLE EXPENDITURES				
	\$ -	\$ -	\$ -	\$ -
Total by Fiscal Year:	\$ -	\$ -	\$ -	
Total Ineligible Expenditures				\$ -
IN-KIND COSTS				
	\$ -	\$ -	\$ -	\$ -
Total by Fiscal Year:	\$ -	\$ -	\$ -	
Total In-Kind Costs				\$ -
Total Ineligible Costs				\$ -
TOTAL PROJECT COSTS				
				\$ 300,000

Source of Contributions:	Percentage (%)	Cash (\$)	In-Kind (\$)	Total (\$)
Canada (NRCan)	75%	\$ 225,000	N/A	\$ 225,000
The Proponent	25%	\$ 75,000	\$ -	\$ 75,000
TOTAL	100%	\$ 300,000	\$ -	\$ 300,000

NOTE: the following limitations apply to the approved budget above:

- In accordance with the departmental GST/PST/HST certification form, the reimbursable Provincial Sales Tax, the Goods and Services Tax and Harmonized Sales Tax costs must be net of any tax rebate to which the Proponent is entitled.
- In-kind costs are those contributions of goods or services provided by the Proponent or other contributors that are considered towards Total Project Costs; however; they are not eligible for reimbursement.
- Overhead expenses directly related to the Project will be considered to a maximum of **fifteen percent (15%)** of total Eligible Expenditures.

When claiming overhead, the Proponent shall provide an explanatory note signed by the Chief Financial Officer or Duly Authorized Officer explaining the overhead expenditures that were incurred

4. The Initial Recipient will be paid travel and living expenses, reasonably and properly incurred in the performance of the tasks outlined in Schedule A (Description of the Project), at cost, without any allowance for overhead or profit in accordance with The National Joint Council Travel Directive, updated as required to cover the period during which the travel takes place at: <http://www.tbs-sct.gc.ca/psm-fpfm/pay-remuneration/travel-deplacements/menutransport-voyage-eng.asp>
2. Notwithstanding Article 25 (Amendments), provided the Contribution for any given Fiscal Year is not exceeded, the Proponent may adjust any cost allocated by Eligible Expenditure as listed above by up to **twenty percent (20%)** of that cost without providing notice to Canada. At the time of submitting a claim for payment, the Proponent must provide Canada with a revised budget.

The Proponent may submit a written request to Canada to make an adjustment greater than **twenty percent (20%)**. The request must include a revised budget. This request is subject to the approval in writing by Canada's representative identified in Article 24 (Notices).