



Legal Notice

By submitting an Application you confirm that you have read, understand and accept the information contained in this Ontario's Solutions 2030 Challenge, hereby known as "Challenge" and, that each of you, the applicant (the "Applicant") and any project partners, agree as follows: Ontario Centres of Excellence ("OCE") and its partners (collectively the "Funders") are relying on the information provided in this Application guideline and in the Application for all purposes relating hereto. The Applicant acknowledges that it has reviewed, and that it is in compliance with, all applicable terms and conditions as stated within the Application guidelines.

- a) The Funders may at any time withdraw, suspend, cancel, terminate, amend or alter all or any portion of this Challenge, including but not limited to the Application requirements, the Application selection and review process and the Application eligibility criteria.
- b) The Funders reserve the unqualified right to accept or reject any or all Applications for any reason. The Funders are not required to accept the highest ranked Application nor are they required to accept any Application recommended for advancement to the next stage by the applicable evaluators.
- c) The final decision with respect to the projects to be included in the Application shortlist rests solely with the Funders. The evaluation of Applications may be based on, but is not in any way limited to, the criteria set out in this Challenge. The Funders may consider any criteria determined to be relevant to the mandates of The Funders, regardless of whether such additional criteria have been disclosed to the Applicant.
- d) Applications that do not comply with the requirements described in this Challenge may be rejected in whole or in part or not considered by the Funders. The Funders reserve the unqualified right to accept or reject a non-compliant Application.
- e) This Challenge is an invitation only. It is not a funding offer and the submission of an Application does not create a contract or agreement of any kind between the Funders and the Applicant.
- f) No conduct, act or omission of the Funders, or their directors, officers, consultants, project advisors, agents, servants and their respective successors and assigns (collectively the "Funding Parties") other than a written notice to the Applicant signed by an authorized person for the Funders, will constitute an acceptance of an Application.
- g) Acceptance of an Application does not create a binding contract between the Funders and the Applicant. The Funders shall not be obligated in any manner whatsoever to any Applicant until a written contribution agreement ("Contribution Agreement") between the Funders and the Applicant has been duly executed relating to an approved Application.
- h) If the Project is accepted for funding, the Project partners will complete an environmental self-assessment to determine if any environmental assessments are required under federal, provincial, territorial or municipal legislation and if it is determined that such an environmental assessment is required, the Applicant shall be responsible for ensuring that such environmental assessments are completed.
- i) As between the parties, the Application and all information, documents and materials submitted to the Funders in connection with this Challenge (collectively, "Applicant Information") are the exclusive property of the Funders immediately upon delivery to the Funders. For clarity, this refers to the materials themselves, not to any technology or innovations disclosed or discussed in them. Intellectual property developed during the course of the Project will be addressed through the Contribution Agreement and will normally be owned by the Applicant. For further clarity:
 - a. each Funder may share Applicant Information with the other Funder, with the Funding Parties, and with other agencies or third parties who are part of the assessment of the Application; and
 - b. the individuals or organizations referred to in the Application may be contacted directly by the Funders as part of the assessment of the Application.

- j) You, the Applicant and any Project partners will keep this Application confidential and will not use, reproduce or distribute it, any portion of it, or any data, information, drawings, or specifications included in or provided with it except as necessary to prepare an Application as requested by the Funders.
- k) Neither the Funders nor any of the Funding Parties will have any liability whatsoever to you, the Applicant or any Project partners, or any of them, in connection with this Challenge or any Application prepared in response to it.
- l) You, the Applicant and any Project partners will not make a claim against the Funders or the Funding Parties for any reason whatsoever or howsoever relating to this Challenge. You are undertaking the expenditures required to prepare and submit an Application entirely at your own risk, and you waive any right and release the Funders and the Funding Parties from any demands, liability, claim or recovery for costs, expenses, or damages incurred whatsoever or howsoever arising out of or relating to this Challenge or any Application prepared in response to it, whether such right or claim arises in contract, negligence or otherwise.
- m) If you, the Applicant generate revenue from the project or project assets during the project, such revenue must flow back into the Project to offset project costs; under no circumstances can the Applicant or other consortium members or related parties profit from the Project or the Project assets during the project period of funding.
- n) The Funders take no responsibility for the accuracy of the information supplied during this Challenge by the Funders or the Funding Parties.
- o) The Applicant hereby represents and warrants that:
 - a. there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the undersigned, threatened against the Applicant, the Project or the Project assets, including any intellectual property forming part of the Project and to the best of the undersigned's knowledge there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the activities contemplated by the Contribution Agreement to be entered into between the Funders and the Applicant and the performance by the Applicant of its duties and obligations under such Contribution Agreement;
 - b. all factual matters contained in the Application and Applicant Information are true and accurate, and that all estimates, forecasts and other related matters involving judgment were prepared in good faith and to the best of the Applicant's ability, skill and judgment;
 - c. the Application and Applicant Information does not contain any untrue statement of a material fact nor omit to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading;
 - d. to the best of the Applicant's knowledge the Applicant:
 - i. has in respect to the Project assessed trade and competition impacts, including compliance with international agreements; and
 - ii. the Project complies with all applicable federal, provincial/territorial and municipal legislation; and
 - e. neither the Applicant nor to the knowledge of the Applicant, any Project partner, has paid or agreed to pay either directly or indirectly, any contingency fees for the solicitation, negotiation, or obtaining of OCE funding, to any person including a broker, consultant or advisor. "Contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining OCE funding. It is OCE policy that any applications or proposals that involve the payment of a contingency fee will be rejected.

Neither the Funders nor any of the Funding Parties will have any liability whatsoever or howsoever to any one or more of you, the Applicant and any Project partners, or any of them, in connection with this Challenge or any Application prepared in response to it.