

**NRCAN-IESO ENERGY ASSESSMENT FOR  
SME'S**



**CORPORATE/APPLICANT INFORMATION**

Legal Name of Applicant Organization	
Main Office Address	
City	
Postal Code	
Corporation or Partnership	

**CONTACT INFORMATION TABLE**

Primary Contact Name		Secondary Contact Name	
Title		Title	
Phone		Phone	
Email		Email	

**FACILITY ADDRESS**

Facility Name	Facility Street Address	City	Postal Code

**FUNDING ELIGIBILITY CHECK LIST**

Please check the box if the Applicant Organization qualifies as a Small to Medium Size Enterprise?	Check Box
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“Small or Medium-sized Enterprise” means any business establishment with 0 to 499 employees

## APPLICANT'S DECLARATION AND CONSENT

The Applicant declares that the information in this application ("Application") to participate in the NRCAN-IESO Collaborative Energy Assessment Program ("Program") is accurate and complete in all material respects.

The undersigned acknowledges, agrees and consents that by submitting an Application to participate in this Program or any initiative thereof, whether or not its Application is ultimately accepted:

(a) it hereby consents to the collection, use, disclosure and other handling of any information by the IESO, the Government of Canada, and their respective representatives, affiliates, third party service providers and agents (collectively the "Program Operators"), including all reports, data, personal information, records showing historical energy use and consumption, and other information of the undersigned or its subcontractors or representatives (collectively, the "Applicant Information") by the Program Operators for purposes relating to the operation, administration or assessment of the Program, any initiative thereof or the Application, and in connection with any reporting activities relating to the Program, which shall include, without limitation: (i) sharing of Applicant Information among the Program Operators; (ii) use by the Program Operators of the Applicant Information provided by the Participant to process any of the undersigned's Applications and to conduct, analyze and report on the results of surveys and modify this Program based on such surveys; (iii) disclosure to Natural Resources Canada, the Ontario Energy Board, local distribution or utility companies, the Ontario Ministry of Energy, Northern Development and Mines or the office of the Auditor General of Ontario or their respective successors. The Applicant agrees that the IESO may contact the Applicant directly including by email and other electronic communication for purposes of follow-up surveys, studies and audits, future conservation programs, customer satisfaction surveys and other related purposes. The Applicant may withdraw its consent at any time by contacting the IESO at [customer.relations@ieso.ca](mailto:customer.relations@ieso.ca); and (iv) this Applicant's Declaration and Consent and all Applicant Information in the possession or control of the IESO or the Government of Canada are subject to applicable laws that include the access provisions of the Freedom of Information and Protection of Privacy Act (Ontario) and the Access to Information Act (Canada) and that as a result third parties may obtain access to the Applicant Information;

(b) it hereby consents to the disclosure by the IESO of information regarding the Applicant's past participation in other IESO funded conservation and demand management programs for the purpose of processing the Application;

(c) it hereby consents to the disclosure by local distribution or utility companies to the IESO, and by the IESO to local distribution or utility companies, of information regarding the Participant's past participation in other IESO or government-funded CDM and DSM Programs for the purpose of processing the Participant's Application and administering CDM or DSM Programs; and

(d) the Program Operators are committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. The Applicant may access the IESO's privacy policy at <http://www.ieso.ca/Privacy>.

The Applicant acknowledges and agrees that the IESO may reject its Application for any reason at its sole discretion. If this Application is accepted, the Applicant acknowledges and agrees that any reports or information provided in relation to the Program is provided for informational purposes only and the IESO, nor any of the Program Operators, warrant the accuracy, reliability, completeness or timeliness of the information provided and undertakes no obligation to revise or update these materials. The Applicant further agrees that the materials provided may not be disclosed in any public document without the IESO's prior written consent.

## RELEASE AND WAIVER

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby, for itself and its successors and assigns:

(a) releases and forever discharges each of the Independent Electricity System Operator ("IESO"), the Government of Canada, and their respective representatives, affiliates, agents, third party service providers and their respective subcontractors (collectively, the "Program Operators") and all of the respective past, present and future officers, directors, employees, owners, shareholders, agents, successors and assigns of the Program Operators (collectively, the "Representatives") (the Program Operators and the Representatives hereinafter collectively referred to as "Releasees") from any and all actions, causes of action, suits, complaints, disputes, debts, liabilities, obligations, damages, legal fees, costs, disbursements, expenses, claims and demands of every nature or kind whatsoever and howsoever arising, at law or in equity, or under any statute, including without limitation, claims for property damage, business interruption and personal injury of the undersigned's employees, officers, directors or licencees, which it can, will or may have by reason of any matter, cause or thing arising as a result of, in relation to or in connection with the Program;

(b) agrees that the undersigned will not make any claim or take any proceedings against any other person or entity with respect to any matter released and discharged in Section (a) above which may result in any claim arising against any of the Releasees for contribution or indemnity or other relief; and

(c) this Release and Waiver and Consent will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

### Authorized Signature:

I have the authority to bind the corporation

Name:	
Signature:	
Title:	
Date:	

**Please note the IESO will accept digital signatures using DocuSign.**