



GREEN SHIPPING CORRIDOR PROGRAM – CLEAN VESSEL DEMONSTRATION APPLICATION FOR GRANT FUNDING

Please read the Applicant Guide carefully before completing the Application Form

PART 1 – APPLICANT IDENTIFICATION AND CONTACT INFORMATION		
Applicant Legal Name (the "Applicant")	Business Number	
Name and Position of the Primary Contact for the Applicant		
Primary Contact Business Phone Number (999-999-9999)	Ext.	Primary Contact Email
MAILING ADDRESS FOR NOTIFICATION AND PAYMENT		
Business Address		
City	Province/Territory	Postal code (A1A 1A1)
PART 2 – AMOUNT OF FUNDING REQUESTED		
Total amount requested to Transport Canada		
Note: The amount requested should be up to \$125,000 or up to 50% of the total eligible expenditures of the project (as per the budget annexed), whichever is less.		
PART 3 – ELIGIBILITY CRITERIA		
Eligible Recipient		
1. Indicate your organization type		
2. Is your organization registered in Canada? <input type="radio"/> Yes <input type="radio"/> No		
3. Is your organization the owner and/or operator of the vessel or vessels targeted in this proposal? <input type="radio"/> Yes <input type="radio"/> No		
Eligible Activities		
1. Select the type of project that you are proposing:		
<input type="checkbox"/> Research, engineering, or feasibility studies that are necessary to determine the viability of (or to support the design of) a vessel demonstration project or elements of a vessel demonstration project, before undertaking any physical works or testing		
<input type="checkbox"/> Safety assessments that are used to determine risks/hazards/challenges, including mitigation measures needed to address barriers related to the deployment of low carbon and/or zero emission ship technology and marine fuels for use on vessels		
<input type="checkbox"/> Development of safety codes and standards to facilitate the adoption of low carbon and/or zero emission ship technology and marine fuels for use on vessels		

(a) Describe the project and project objectives

(b) Provide a rationale for the project and explain expected results

2. Select the characteristics of the vessel or vessels related to the proposed project

- The vessel or vessels are/will be greater than 150 Gross Tonne AND
 - The vessel or vessels are/will be Canadian-flagged
 - The vessel or vessels are/will be operated predominantly in Canadian waters by a Canadian entity

3. Select the low and/or zero carbon marine fuels/technologies option(s) that applies to your project

Low carbon biofuel

Battery electric

Plug-in hybrid

Fuel cell (different types)

Methanol

Ammonia

Wind/solar

Other:

If other, identify the low and/or zero carbon marine fuels/technologies relevant to the project

PART 4 – MERIT-BASED SELECTION CRITERIA

1. Explain how the outcomes of the project will support vessel demonstration of low and/or zero emission fuels/technologies in Canada

2. Explain how the project facilitates the organization and the Canadian marine industry to transition and/or deploy low and/or zero-emission fuels/technologies

3. Identify the knowledge gap(s) and the interventions and/or solutions to address the knowledge gap(s)

4. Explain how the project will advance the technology development, knowledge generation, or practices that can be used by other Canadian marine stakeholders

5. Provide a robust dissemination plan, with clear steps, how project outcomes (results, data, etc.) will be shared with other Canadian marine stakeholders to promote learning (for example, through publications, conferences, newsletters)

6. Describe the applicant's relevant experience and capacity to undertake the proposed project successfully

TERMS AND CONDITIONS

1. Grant Agreement

The Terms and Conditions and the Application Form constitute the grant agreement between His Majesty the King in right of Canada ("Canada") and the applicant (collectively referred to as the "Parties").

2. Effective Date

The grant agreement will be effective as of Canada's approval of the applicant's request for funding.

3. Entire Grant Agreement

The grant agreement comprises the entire agreement between the Parties in relation to the subject of the grant agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into the grant agreement. No representation or warranty express, implied, or otherwise, is made by Canada to the applicant except as expressly set out in the grant agreement.

4. Basis of Payment

Payment for approved eligible expenditures will be made to the Applicant as a single payment upon approval by Canada of the Applicant's request for reimbursement.

5. Reporting

Canada may require that performance reporting be submitted to Canada prior to the project's scheduled completion date.

6. Appropriations and Funding Levels

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the grant recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

7. Public Acknowledgement of Funding

The applicant agrees that:

- (a) its name, the amount awarded by Canada, and the general nature of the activities supported by the grant may be made publicly available by Canada;
- (b) it will be required to recognize Canada's funding in all of its public communications related to the project by including the following text: This project was supported by a grant from Transport Canada's Green Shipping Corridor Program.

8. Audit

The applicant agrees that the Auditor General of Canada may, at Canada's cost, after consultation with the applicant, conduct an inquiry under the authority of Section 7.1(1) of the *Auditor General Act* in relation to the use of funds. For the purposes of any such inquiry undertaken by the Auditor General of Canada, the applicant will provide, upon request and in a timely manner, to the Auditor General of Canada or its designated representative:

- (a) all records held by the applicant, its agents, or third parties relating to the grant agreement and the use of the funds; and
- (b) any further information and explanations as the Auditor General of Canada, or its designated representative may request relating to the grant agreement or the use of the funds.

9. Verification of Completed Work

Upon the project's conclusion, Canada will require the applicant to confirm that the eligible activities outlined in the grant agreement have been successfully executed, in accordance with the attestation form provided in the Applicant Guide.

10. Default

10.1 Events of Default

The following events constitute Events of Default under this Agreement:

- (a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- (b) the Recipient no longer meets the Eligibility Criteria;
- (c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- (d) the Recipient becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt and insolvent debtors, or goes into receivership or bankruptcy;
- (e) the Recipient is wound up or dissolved.

10.2 Declaration of Default

- (a) Canada may declare a default if:
 - i. In Canada's opinion, one or more of the Events of Default occurs;
 - ii. Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
 - iii. the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

10.3 Remedies on Default

In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- (a) suspend any obligation by Canada to make a grant payment to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- (b) terminate any obligation of Canada to make a grant payment to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- (c) require the Recipient to reimburse Canada all or part of the grant paid by Canada to the Recipient;
- (d) terminate the Agreement.

11. Limitation of Liability and Indemnification

11.1 Definition of a Person

In this section, "Person" includes, without limitation, a person, the applicant, a third party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

11.2 Limitation of Liability

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this grant agreement or the project.

11.3 Indemnification

The applicant will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- (b) any damage to or loss or destruction of property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this grant agreement or project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the grant agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

12. Members of the House of Commons and Senate

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The applicant will promptly inform Canada should it become aware of the existence of any such situation.

13. Conflict of Interest

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The applicant will promptly inform Canada should it become aware of the existence of any such situation.

14. No Agency, Partnership, Joint venture, etc.

- (a) No provision of the grant agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the applicant or between Canada and a third party.
- (b) The applicant will not represent itself, including in any agreement with a third party, as a partner, employee or agent of Canada.

15. Intellectual Property

- (a) All intellectual property that arises in the course of the project will vest in the applicant.
- (b) The applicant will obtain the necessary authorizations, as needed, for the implementation of the project, from third parties who may own the intellectual property rights or other rights in respect of the project. Canada will assume no liability in respect of claims from any third party in relation to such rights and to the agreement.
- (c) Transport Canada may seek an unrestricted license from the recipient to any intellectual property rights developed by the recipient or third party where Transport Canada considers it necessary for the public good.

16. Compliance with Laws

The applicant will comply with all applicable laws and regulations and all requirements of all regulatory bodies having jurisdiction over the subject matter of the project.