



PARTICIPANT APPLICATION

Complete this Participant Application if you are interested in participating in the First Nation Conservation Program (FNCP) for your home. If you rent or lease your home, you must submit obtain the consent of your landlord if any of the landlord-owned appliances are eligible for replacement under the FNCP, or if your home qualifies to receive insulation.

If you need assistance completing this form, please contact the following:

FNCP@FNESL.CA or 1-844-349-8972

1. Your (Participant) Information:

Age of Home:	First Nation:
First Name:	Last Name:
Street Address (Home):	Apartment/Unit Number:
City/Town:	Postal Code:
Phone Number:	Email Address:

You:	<input type="checkbox"/> Own	<input type="checkbox"/> Rent/Lease (non-Band housing)	<input type="checkbox"/> Rent/Lease (Band-owned housing)
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2. Home Information:

What best describes your home:

<input type="checkbox"/> Fully detached	<input type="checkbox"/> Semi detached	<input type="checkbox"/> Row house	<input type="checkbox"/> Mobile home	<input type="checkbox"/> Multi-unit low rise (up to 3 storeys)	<input type="checkbox"/> Apartment in high-rise (4 or more storeys)
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What type of heating do you have:	<input type="checkbox"/> Electric	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Other
What type of water heating do you have:	<input type="checkbox"/> Electric	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Other

Only homes that are heated by electricity are eligible to receive the programmable thermostat, draftproofing or insulation, Only homes that have electric water heating are eligible to receive the efficient showerheads, aerators, hot water tank pipe insulation and hot water tank insulation

**Participation Agreement
First Nations Conservation Program
Independent Electricity System Operator**

Participant (full name):

Participant address:

Unit number:

City/town:

Postal code:

The First Nations Conservation Program (“FNCP” or the “Program”) provides qualifying individuals with the opportunity to have an in-home energy assessment and, if approved, one or more eligible energy efficiency measures installed at no cost. The Program is being funded and administered by the Independent Electricity System Operator (“IESO”).

To participate in this Program, the individual noted above must: (1) be an on-reserve First Nation individual who owns, rents, or leases an eligible residence and (2) read and accept this Participation Agreement (the “Agreement”).

If you have questions about the Program, including the energy assessment, or the installation of an eligible energy efficiency measure, please call FNCP@FNESL.CA or 1-844-349-8972

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GENERAL TERMS AND CONDITIONS

1. You represent and warrant that you:
 - a. meet the eligibility requirement set out above;
 - b. if you are a tenant, have the consent of the landlord to install eligible energy efficiency measures (including by replacing previously installed equipment); and
 - c. will comply with all of the terms and conditions of this Agreement.
2. You represent and warrant that you have not received any energy efficiency measures or incentives through another conservation program in Ontario related or similar to the energy efficiency measures that will be installed pursuant to this Program.
3. You agree to participate in any follow up surveys, studies, audits, evaluations or verifications conducted by the IESO or its service providers in connection with the Program, including for the purpose of proper administration, monitoring and verification of these Terms and Conditions or evaluation of the Program. You also agree that, upon receiving reasonable notice, you will provide to the IESO or its service providers reasonable access to your premises and any of your records related to the Program for the purposes of auditing and evaluating the Program and verifying that the applicable energy efficiency measures have been installed.
4. You authorize IESO’s service providers to enter your residence to:
 - a. conduct an energy assessment;

- b. install one or more eligible energy efficiency measures;
 - c. if required, undertake at a later date, an evaluation and verification of the Program including the installation of eligible energy efficiency measures.
5. "Environmental Attributes" are potential entitlements that may arise in respect of decreased environmental impacts from the installation of FNCP measures. Examples of Environmental Attributes include instruments such as offsets or credits created under governmental greenhouse gas or other environmental programs. Currently, the IESO is not aware of any such entitlements in respect of the FNCP measures. In the event that any such entitlements currently exist or may arise, you agree that the IESO has the right to any such entitlements that are associated with equipment the IESO has funded under the FNCP. You acknowledge and agree that all right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings, demand savings or natural gas savings for which the eligible energy efficiency measures have been provided, and the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, and emission reduction allowance (collectively, the "Environmental Attributes") are hereby transferred and assigned, or to the extent transfer or assignment is not permitted, held in trust in favour of the IESO. The IESO shall be entitled, unilaterally and without your consent to deal with such Environmental Attributes in any manner it determines. You further acknowledge and agree that the IESO may direct you to take such actions and do all such things necessary to certify, obtain, qualify and register with the relevant authorities or agencies such Environmental Attributes for the purpose of transferring, assigning, or holding in trust, such Environmental Attributes to and for the IESO. You shall comply with any such directions, and will be entitled to reimbursement of the cost of complying with such direction, provided that the IESO, acting reasonably, has approved such cost in writing prior to the cost being incurred by you. Notwithstanding the foregoing, you may market, report and publish the environmental benefits and savings results associated with participation in the Program.
6. Neither IESO nor any of their respective service providers, agents, officers, directors, employees, affiliates and such affiliates' respective officers, directors or employees (collectively "Representatives") will be liable for any injury, damage or loss to persons or property, including without limitation any economic loss, loss of goodwill, loss of profit or any direct, indirect, special or consequential damages, and any costs, losses, expenses, fines, liabilities, obligations, actions, causes of action, suits, proceedings, debts, penalties and demands arising there from or connected herewith, of any nature or kind whatsoever, arising from or related to: (i) the energy assessment ; (ii) the supply, installation or use of eligible energy efficiency measures, whether installed in accordance with the manufacturer's instructions or otherwise; (iii) the evaluation and verification of the Program; or (iv) any actions, omissions, negligence or misconduct by IESO or their respective Representatives or any contractor who delivers, installs, evaluates and verifies the eligible energy efficiency measures, and you hereby release IESO and their respective Representatives of, from and against any of the foregoing.

7. Neither IESO nor any of their respective Representatives make any representation or guarantee as to any actual electricity, gas or financial savings that will result from your participation in the Program; actual savings will vary and will depend on a variety of factors. Without limiting the generality of the foregoing, you acknowledge and agree that: (i) participation in the Program is based upon your own assessment of the Program and not on any reliance on anticipated or projected results, and that such participation may not result in the achievement of any electricity or gas savings or demand savings, which are expressly disclaimed by IESO; (ii) you have independently assessed the implications of installing the eligible energy efficiency measures at your residence and accept same; (iii) the eligible energy efficiency measures are intended for use only as directed and improper use may result in injury or damage; and (iv) neither IESO nor any of their respective Representatives accept any responsibility or liability for the acts or omissions of the manufacturer of the eligible energy efficiency measures, including any collection, use, disclosure or other processing of any personal information. Except as specifically set forth or referenced in this Agreement, IESO disclaim all representations, warranties and conditions, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose as to the eligible energy efficiency measures supplied and/or installed in connection with the Program.
8. This Agreement will enure to the benefit of and be binding on you and IESO and each party's heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by you to another person except with the prior written consent of IESO, which consent may be unreasonably withheld or delayed.
9. Both you and IESO will comply, in all material respects, with all laws and regulations required to be complied with in the performance of their respective obligations hereunder.
10. All obligations of both you and IESO which expressly or by their nature survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding such expiration or termination and until they are satisfied or by their nature expire.
11. No waiver of any term or condition is valid unless in writing and signed by both you and IESO, and will be limited to the specific situation for which it is given. No amendment or modification to this Agreement shall be valid unless set forth in writing and signed by both you and IESO.
12. This Agreement sets forth the entire agreement and understanding between you and IESO relating to the Program.
13. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

IESO's Legal Authority to Collect Personal Information

1. IESO is a not-for-profit corporation without share capital established under the *Electricity Act, 1998*. The *Ontario Energy Board Act, 1998* and sections 6(1)(i) and 6(1)(p) of the *Electricity Act, 1998* give IESO the authority to collect and use personal information about a participant, other members of the participant's household and the household's energy-related activities. IESO complies with the privacy protection rules contained in Ontario's *Freedom of Information and Protection of Privacy Act* ("FIPPA").

Purpose for Collection

2. IESO will collect and use information about you and members of your household in order to:
 - a. administer the Program;
 - b. conduct an energy assessment to identify eligible energy efficiency measures that may be installed at your residence;
 - c. communicate with you;
 - d. evaluate the impact of the Program, including the calculation of greenhouse gas emissions reductions for both natural gas and electricity savings; and
 - e. develop and implement other energy efficiency and greenhouse gas reduction programs.

Information Collected

3. Information for this Program is primarily collected directly from you, the participant, by IESO or its service provider, such as when you apply for the Program or during the energy assessment. Information collected includes: your name; number of household residents; address; contact information; type of heating and water heating equipment, including age and efficiency; availability of Wi-Fi; thermostat type; age of home; building type and condition; past participation, and potential future interest in, conservation or demand side management programs.
4. To assess your eligibility to receive eligible energy efficiency measures under this Program, we may collect from the operators of other energy conservation programs in Ontario information about your participation in such programs. Similarly, we may disclose information about your participation in this Program to the operators of other energy conservation programs in Ontario so that they can assess your eligibility to receive an incentive under their programs.
5. We may follow up with you after the installation to get your views and opinions of the Program or to evaluate and/or audit the Program.
6. If you contact one of our call centres, we will collect the information you disclose to us so that we can respond to your questions or comments. We may make an audio recording of your call for quality control purposes.

Sharing of Personal Information with Third Parties

7. IESO may disclose information about you and your participation in the Program for regulatory or audit purposes or otherwise as permitted by law, including to the Ministry of Energy.

Participant's Privacy Choices

8. You can make the following choices in relation to the Program:
- a. whether to participate in the Program;
 - b. based on the results of the energy assessment, which eligible energy efficiency measures you would like to receive subject to availability; and
 - c. whether you wish to receive updates and information from the IESO, including by email, regarding other energy efficiency programs.

Access to and Correction of Personal Information

9. IESO will, upon written request, provide you with access to your personal information collected by IESO or on IESO's behalf and an opportunity to request that IESO update or correct information that is demonstrated to be inaccurate. These rights are subject to certain exemptions under FIPPA, such as when disclosure would reveal someone else's personal information.

IESO Privacy Contact Information

10. If you would like to access, update or correct personal information, or if you have any questions or concerns about IESO's privacy practices, your personal information or the administration of the FIPPA, you may contact IESO at:

Independent Electricity System Operator
Attention: Privacy Officer
120 Adelaide Street West, Suite 1600
Toronto, ON M5H 1T1
Phone: 416-969-6277
Fax: 416- 969-6383
E-mail: privacy@ieso.ca

For information about IESO's general personal information practices, you may access IESO's privacy policy at www.ieso.ca/en/privacy.

- ☐ I have read, understand, and agree to the terms and conditions of this Agreement, including the processing of my information as set out above.

Participant name (please print): _____
Date: _____