

AGREEMENT

Manitoba Hydro offers a Rebate to an eligible purchaser (the “Customer”) of a Manitoba Hydro approved Network Energy Management software program (the “Software Program(s)”) that qualify under the Network Energy Management Program (the “Program”) on the terms and conditions set forth below.

1.0 WARRANTIES AND AGREEMENTS

- 1.1 The Customer warrants that all Software Program(s) installed are from the Eligible Product List.
- 1.2 The Customer warrants that all information contained in the Application is true and correct.
- 1.3 The Customer agrees to the terms and conditions of this AGREEMENT. If the Customer fails to comply with these terms and conditions, then upon notice from Manitoba Hydro, the Customer shall reimburse Manitoba Hydro for the full amount of any Rebate awarded. The Customer agrees that such repayment amount may be added to the Customer’s account for power with Manitoba Hydro and be collected as such.
- 1.4 Manitoba Hydro reserves the right to change or terminate this Program at any time, but will continue to process applications submitted prior to the change or termination.
- 1.5 The Customer agrees that Manitoba Hydro has the right to claim any emission reduction (greenhouse gas) credits that may result from the Software Program(s) installation under the Program.
- 1.6 Rebates will be first applied against any outstanding balances or loans on the Customer’s Manitoba Hydro energy accounts.

2.0 INSTALLATION REQUIREMENTS

- 2.1 The Software Program(s) must be installed and operational on the Customer’s network within 1 year of the date the Customer purchased the Software Program(s) from the Software Vendor. A Rebate will not be given until the Customer has installed the Software Program(s) and provided Manitoba Hydro with a copy of the energy saving report generated by the Software Program(s).
- 2.2 The Customer agrees to utilize the Software Program(s) for a period of at least three years following installation of the Software Program(s). In the event that the Customer ceases to be a Manitoba Hydro customer prior to the expiry of the said 3 year period, the Customer shall forthwith repay to Manitoba Hydro a pro rata payment equivalent to 1/36th of the total Rebate, multiplied by the number of months or partial months remaining in the 3 year period.
- 2.3 The Customer agrees to allow periodic inspections of the Customer’s premises by Manitoba Hydro or its representatives, and a printed energy saving report request during normal business hours, anytime from the date of the Application until three years after installation of the Software Program(s).

3.0 SUPPORTING DOCUMENTATION

- 3.1 Application forms must be accurately and fully completed and must be submitted to Manitoba Hydro with all information with respect to the Software Program(s) for which the Customer is claiming a Rebate, including supporting itemized invoices and documentation which must detail the following: Software provider name, address, phone and invoice numbers; Installer name and address if different from Software provider, Purchaser name and address where installed; date of purchase; Software Program(s), number of Software Program(s) License(s), Energy Saving Report generated from installed Software Program(s); and itemization of costs.
- 3.2 Application forms and copies of receipts must be received (or postmarked) no later than 90 days after Software Program(s) purchase and installation/delivery date as is evidenced by the corresponding invoice. Manitoba Hydro is not responsible for any incomplete or illegible Application forms. Any Application forms received that are incomplete or illegible may be voided by Manitoba Hydro.

4.0 TAX IMPLICATION

Manitoba Hydro will not be responsible for any tax liability imposed on the Customer as a result of any payment of the Rebate. GST Registrants: Rebates include GST.

5.0 LIABILITY

- 5.1 Manitoba Hydro will have no right, title or interest in the Software Program(s).
- 5.2 Manitoba Hydro, not being the designer, developer or installer of the Software Program(s), makes no representation or warranty, express or implied, as to the fitness, quality of design practices or capability of the Software Program(s) or its installation, workmanship, or use, nor warrants that the Software Program(s) will comply with the requirements of any law, rule, specification or contract.
- 5.3 The Customer does hereby indemnify and save harmless Manitoba Hydro, its agents and employees from all damages, expenses and costs for injury or death of any person, damage to or destruction of property and all economic loss suffered by any person caused by the installation or use of the Software Program(s).
- 5.4 The Customer assumes all risk and responsibility for any damages, injury or costs that may result from the installation or use of the Software Program(s).
- 5.5 Manitoba Hydro does not endorse any particular consultant, manufacturer, developer, product, system, design, contractor, supplier or installer in promoting this Program.

6.0 ASSIGNMENT OF REBATE

- 6.1 The Customer may assign the Rebate to the Installer or Vendor or Reseller of the Software Program(s), by signing the box marked “ASSIGNMENT” on the Application form, and completing the information in the box titled “CHEQUE PAYMENT INFORMATION”. This will constitute the Customer’s irrevocable assignment of the Rebate.
- 6.2 No other assignment is permitted without Manitoba Hydro’s written consent.
- 6.3 Manitoba Hydro reserves the right to apply the Rebate first to any outstanding energy account balances or loans of the Customer and to pay the balance, if any, to the Installer or Vendor or Reseller to whom the Customer has assigned the Rebate.

PROGRAM ELIGIBILITY CRITERIA:

- The Customer must be a Manitoba Hydro customer eligible for the Electrical General Service Rate.
- The Customer must be the end user of the Software Program(s) (i.e. not a vendor, manufacturer or installer).
- Only those Software Program(s) purchased within the Program timelines will be considered by Manitoba Hydro for Rebate eligibility.
- To be eligible for a Rebate, the Software Program(s) must be from the Eligible Product List of the Power Smart Network Energy Management Program.
- Software Programs(s) must have greater energy saving abilities than the Customer's existing PC energy management program.
- Manitoba Hydro decisions relating to product or customer eligibility, or amount of the Rebate, will be final and not subject to appeal.
- Software Program(s) which, either separately or as part of a project, have received financial assistance under any other Federal, Provincial or Manitoba Hydro energy conservation program **may not** be eligible for this Program.
- All Rebates are limited to a maximum of \$15 per Software Program License installed or 100 per cent of the per Software Program(s) License(s) cost including taxes (**excluding** design and labour costs) if it is lower than the \$15 per Software Program License maximum.

APPLICATION INSTRUCTIONS:

1. Read the AGREEMENT on the reverse side and the PROGRAM ELIGIBILITY CRITERIA above.
 2. Print the CUSTOMER INFORMATION, INSTALLER / VENDER INFORMATION, PROJECT SITE INFORMATION, and NETWORK ENERGY MANAGEMENT SOFTWARE PROGRAM INFORMATION on the Application form.
 3. Calculate the potential Rebate amount for the relevant Software Program(s) License(s) installed. Please ensure that all information requested on the Application is provided. **Incomplete or illegible Applications will result in delays in the approval process and may be returned or voided.**
 4. Sign the Customer Acknowledgment section on the Application.
 5. To retain the Rebate, enter the appropriate name and address in the CHEQUE PAYMENT INFORMATION section of the Application;
- OR**
- To assign the Rebate to the Installer or Vendor, read and sign the ASSIGNMENT section of the Application and enter the Installer's or Vendor's or Reseller's name and address in the CHEQUE PAYMENT INFORMATION section.
6. Detach the yellow Customer Copy of the Application, photocopy entire remainder of the Application and retain these for your records.
 7. The completed Application form (including all information and copies of supporting invoices outlined in the SUPPORTING DOCUMENTATION section above) and the Energy Saving Report generated from the installed Software Program(s) must be submitted to your Manitoba Hydro Energy Services Advisor or Account Representative:

Manitoba Hydro
Customer Service Winnipeg
 Network Energy Management Program
 PO BOX 815 STN MAIN
 Winnipeg, MB R3C 2P4

8. Manitoba Hydro will review the Application form and Energy Saving Report, and if in agreement, will authorize the Rebate. The Rebate will then be applied to any outstanding energy account balances or loans of the Customer, and to pay any balance, if any, to the Customer, Installer or Vendor to whom the Customer has assigned the Rebate.
9. Manitoba Hydro reserves the right to audit and evaluate newly installed Software Program(s) on the Customer's network at any reasonable time for verification of the purchase and complete installation prior to issuing a Rebate. Manitoba Hydro has the right to request an energy saving report detailing the energy savings generated by the Software Program(s) over a 6 month to 1 year period. These reports will be requested from a simple random sample of Program participants to verify the energy saving estimates used for Program evaluation processes. **A Rebate may not be paid if an inspection or evaluation, or printing of an energy saving report is refused or upon discovery of any failure to comply with any requirements of the Program.**

If you have any questions or require assistance, please contact your Manitoba Hydro Energy Service Advisor or Account Representative, or call 1-204-360-3676 or toll-free 1-888-MBHYDRO.



NETWORK ENERGY MANAGEMENT PROGRAM REBATE APPLICATION

DATA ENTRY USE ONLY	Application no.
CH	NEMP
DISBURSEMENTS USE ONLY	
PAYEE CODE	

INSTRUCTIONS: Complete this form. Mail this page with the software generated ENERGY SAVING REPORT, COMPLETION QUESTIONNAIRE and copies of **all supporting itemized invoices** once the eligible Network Energy Management Software Program has been installed and is operational. (See **AGREEMENT and APPLICATION INSTRUCTIONS** for mailing address and required supporting documents.)

CUSTOMER INFORMATION				
Business name (please print)		Contact name		
Mailing address		CITY / TOWN	PROVINCE	POSTAL CODE
Telephone no.	Fax no.	Email address	Would you like to receive our Power Smart e-Newsletter? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> INSTALLER / <input type="checkbox"/> VENDOR / <input type="checkbox"/> RESELLER INFORMATION (check appropriate designation)				
Company name		Contact name		
Mailing address		CITY / TOWN	PROVINCE	POSTAL CODE
Telephone no.	Fax no.	Email address	Software program installed	
PROJECT SITE INFORMATION				
Building use description (e.g. office, school, post-secondary, etc.)		Manitoba Hydro account no.		GST registration no.
Building address (if different from Customer mailing address)		CITY / TOWN	PROVINCE	POSTAL CODE
NETWORK ENERGY MANAGEMENT SOFTWARE PROGRAM INFORMATION				
No. of licences installed	Cost per licence	REBATE CALCULATION	No. of Licences Installed	Price per Licence (max. \$15 / licence)
	\$			x \$
				= \$

CUSTOMER ACKNOWLEDGMENT (Read cover page of this Application before signing.)

I, the Customer, have read and understood the Agreement and Program Eligibility Criteria printed on the cover page of this Application. I agree to the listed terms and conditions and warrant that I fully qualify and have complied with such terms and conditions.

Signed by (Customer)		yyyy mm dd
Print name (surname, initials)	Print title	

Personal information is being collected under the authority of Program Activity and The Manitoba Hydro Act. The purpose is to provide rebates to eligible commercial customers for purchasing and installing software programs that manage the energy consumed by personal computers linked in a network setting and to acquire specific related information to calculate energy and demand savings resulting from the program. Other uses and disclosures may be to participating contractors, electronic system for program tracking, Public Utilities Board for statistical reporting, external auditors as part of a sample audit, government entities for reporting purposes and Manitoba Hydro officials on a "need to know" basis. This personal information is protected by the Protection of Privacy provisions of The Freedom of Information and Protection of Privacy Act. If you have any questions about the collection, contact Power Smart for Business at MANITOBA HYDRO, PO BOX 815 STN MAIN, WINNIPEG, MB R3C 2P4 or telephone 1-204-360-3676.

CHEQUE PAYMENT INFORMATION (Read the back of this Application before signing.)

Payee name				TOTAL REQUESTED REBATE \$
Cheque mailing address	CITY/TOWN	PROVINCE	POSTAL CODE	

ASSIGNMENT** (Only if Rebate assigned.)

I, the Customer, do hereby irrevocably direct and authorize Manitoba Hydro to pay the Rebate to the installer named in the box titled "CHEQUE PAYMENT INFORMATION".

Signed by (Customer)	yyyy mm dd
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****NOTE:** Manitoba Hydro reserves the right to apply the Rebate first to any outstanding account balances or loans of the Customer and to pay the balance, if any, to the installer to whom the Customer has assigned the Rebate.

MANITOBA HYDRO USE ONLY		Disbursements			
Application verified by (Regional Representative)	yyyy mm dd	Cheque no.		Cheque amount (\$)	DUE DATE yyyy mm dd
Payment authorized by (Program Coordinator)	yyyy mm dd	CHEQUE DELIVERY INSTRUCTION (Refer to P95 for Cheque Delivery Code)			
Approved by (Marketing Programs Manager)	yyyy mm dd	Cheque delivery code		Name	
Approved by (Group Manager Financial Services)	yyyy mm dd	Rebate Breakdown	Cost Element	Order No.	Activity Code
		Net Amt	720610	242965	0020
		GST	210950		
					AMOUNT
					\$

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- 5.3 The Customer does hereby indemnify and save harmless Manitoba Hydro, its agents and employees from all damages, expenses and costs for injury or death of any person, damage to or destruction of property and all economic loss suffered by any person caused by the installation or use of the Software Program(s).
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