



# **Clean Energy Improvement Program**

## **Qualified Contractor Code of Conduct and Issue Escalation Framework**

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## 1 Definitions

The following terms have the following meanings in this Qualified Contractor Code of Conduct and Issue Escalation Framework:

- a) **"AMSC"** means the Alberta Municipal Services Corporation.
- b) **"APEGA"** means Association of Professional Engineers and Geoscientists of Alberta.
- c) **"CEIP" or "Program"** means the Clean Energy Improvement Program administered by Alberta Municipal Services Corporation (AMSC).
- d) **"Code of Conduct" or "Code"** has the meaning set forth in Section 3 of this document.
- e) **"Contractor Directory"** means a list of Qualified Contractors that is established and maintained on the CEIP website.
- f) **"Incidental Cost"** means an amount expended on preparation or upgrading of the Property that is incidental to the clean energy improvement but required for successful execution.
- g) **"Incidental Work"** means only those Services that have a direct Incidental Cost.
- h) **"Issue Escalation Framework"** has the meaning set forth in Section 4 of this document.
- i) **"Marketing Guidelines"** means the marketing guidelines for Qualified Contractors posted by AMSC on the CEIP website.
- j) **"Municipality"** means a municipality that has passed a clean energy improvement tax bylaw and entered into an agreement with AMSC to offer the Program to local Property Owners.
- k) **"NRCan"** means Natural Resources Canada.
- l) **"NRCan Certified Home Energy Evaluation"** means an energy audit adhering to either pre- or post-retrofit version 15 EnerGuide Home Energy Evaluation specifications performed by a certified NRCan Energy Advisor.
- m) **"Personnel"** means all personnel involved in the development and/or provision of Services and/or deliverables by a Qualified Contractor hereunder, whether they are employees, subcontractors or other agents of the Qualified Contractor engaged in Program-eligible Services.
- n) **"Primary Qualified Contractor"** is the Qualified Contractor who is leading the installation of the Upgrade/s and is the Qualified Contractor responsible for the execution of the Project Agreement.
- o) **"Program Terms and Conditions" or "CEIP Terms and Conditions"** means the terms and conditions the Property Owner must agree and adhere to for participation in the Municipality's Program.
- p) **"Project"** means the installation of Upgrades at the Property Owner's Property by the Qualified Contractor/s and any associated Services, as detailed in the Project Application Form.

- q) **“Project Agreement”** means the agreement between the AMSC, a Qualified Contractor leading the installation of the Upgrade(s) and/or Incidental Work (the **“Primary Qualified Contractor”**) and the Property Owner, which defines the scope of the Project and sets out the terms relating to the Qualified Contractor’s installation of the Upgrades and/or Incidental Work.
- r) **“Project Application Form”** means a form submitted by the Property Owner to AMSC, along with Project quotes, which summarizes the Project, including the Upgrades to be installed and the estimated costs associated with the Services to be completed.
- s) **“Property”** means the residential, non-residential, farm land or not-designated industrial land and premises in Alberta, where the Project is located.
- t) **“Property Owner”** is a residential, non-residential, farmland or not-designated industrial property owner who applied to the Program and meets the Program eligibility requirements.
- u) **“Qualified Contractor”** has the meaning set forth in the *Clean Energy Improvements Regulation*, Alta Reg 212/2018, and includes any person providing a service relating to a clean energy improvement and has satisfied the criteria for inclusion in the Contractor Directory and may include contractors (including subcontractors, and subcontractors of subcontractors), service organizations and commercial energy auditors.
- v) **“Qualified Contractor Terms and Conditions”** means the terms and conditions that govern the Qualified Contractor’s inclusion in the Contractor Directory.
- w) **“Services”** means all work for the purposes of the Program, including but not limited to Upgrade installations, Incidental Work, compliance processes, feasibility and engineering studies, energy audits, and NRCan Certified Home Energy Evaluations provided by a Qualified Contractor.
- x) **“Subcontractor”** means any Qualified Contractor who has contracted with another Qualified Contractor to deliver Services.
- y) **“Supporting Documentation”** means any documentation required by AMSC to be collected for each Upgrade, including the quote, work order, proposal and invoice, and technical information about the Upgrade being installed, which may include but is not limited to specification sheets and copies of permits required.
- z) **“Upgrade”** or **“Clean Energy Improvement”** means an energy-efficiency or renewable energy product or installation that meets minimum eligibility requirements listed on the CEIP website and is included in the eligible upgrades list found on the CEIP website.
- aa) **“Upgrade Completion Form”** means the form completed and submitted by the Property Owner to the AMSC, along with Project invoices, once the Project has reached Substantial Performance, which lists the final Upgrades installed and the costs associated with the Services completed.
- bb) **“WCB”** or **“WCB-Alberta”** means the Workers’ Compensation Board of Alberta.

## 2 Background

The Clean Energy Improvement Program (CEIP) is a financing program that makes energy efficiency and renewable energy upgrades more accessible to residential and non-residential property owners. CEIP allows Property owners to access financing through their Municipality to install eligible Upgrades on their Property. Repayment is facilitated through a charge added to the Property Owner's regular property tax bill.

All Program Upgrades must be completed by a Qualified Contractor. To be recognized as a Qualified Contractor, a person must submit an application to the AMSC, engage in onboard training and receive written acceptance from the AMSC, as set out in the Qualified Contractor Terms and Conditions.

The Qualified Contractor will adhere to the Qualified Contractor Terms and Conditions, the Marketing Guidelines, and this Code of Conduct and Issue Escalation Framework, all of which are available on the CEIP website (myCEIP.ca).

## 3 Code of Conduct

- a) Notwithstanding the suspension or removal of the Qualified Contractor from the Contractor Directory, for any reason, all obligations, and agreements to be performed and/or observed under this Code which by their nature are to survive the suspension or removal of the Qualified Contractor from the Contractor Directory, including without limitation those relating to confidentiality, termination, and indemnification, will survive any such removal or suspension.
- b) The AMSC reserves the right to amend the Code of Conduct, in whole or in part, at any time and solely at its discretion, by giving thirty (30) days' notice. The AMSC will notify Qualified Contractors of any amendments to this Qualified Contractor Code of Conduct and Issue Escalation Framework by posting notice on the CEIP website. It is a Qualified Contractor's responsibility to go to the CEIP website at least once every month to become aware of any amendments posted.

### 3.1. Conduct

A Qualified Contractor shall:

- a) Maintain good standing in accordance with this Code of Conduct, the Marketing Guidelines, and the Qualified Contractor Terms and Conditions, and request the same of any Personnel hired by the Qualified Contractor to complete Services.
- b) Be responsible for construction safety for the completion of the Services and for compliance with all laws and regulations applicable to the performance of the Services. As the Primary Qualified Contractor leading the installation of the Upgrade(s), the Primary Qualified Contractor will be the "Prime Contractor", as that term is defined in the *Occupational Health and Safety Act*, and shall comply with, and shall ensure compliance with, the *Occupational Health and Safety Act, Regulation and Code* and the *Worker's Compensation Act* by all Personnel performing Services.

- c) Maintain all relevant licenses and permits required by federal, provincial, or municipal government, or any other agencies with jurisdiction over the course of Services performed during the Program, including all relevant licenses or permits for Personnel engaged in the fulfilment of Services performed through the Program.
- d) Ensure appropriate and respectful communications with all Property Owners, the AMSC and Municipalities contacted as part of the Program. The Qualified Contractor will not engage in offensive or abusive communication to Property Owners, the AMSC, or the Municipality.
- e) Treat Property Owners fairly and deliver promised Services in a timely and professional manner.
- f) Adhere to the following when providing Services:
  - i. Respond within two (2) business days to Property Owner phone and email inquiries. If unable to address the inquiry within two (2) business days, the Qualified Contractor must provide an estimate of the time needed to fully respond, based upon the complexity of the inquiry.
  - ii. Honour scheduled appointments with Property Owners. When unable to attend scheduled Property Owner appointments, the Qualified Contractor should notify the Property Owner within two (2) business days before the scheduled visit.
  - iii. Develop quotes and/or proposals for Services that encompass all costs associated with the work they or their Personnel have completed or will complete including performance and savings claims, and projections, if applicable.
- g) Properly represent the relationship of the Qualified Contractor to AMSC. The Qualified Contractor must explicitly disclose to each Property Owner that it is a contractor independent of and in no way endorsed, certified, or employed by the AMSC or the Municipality.
- h) Maintain their Qualified Contractor profile with accurate contact information, service territories, and other information required by the AMSC, including any changes to its GST number or legal company name.
- i) Promote, in good faith, positive participation in the Program among Property Owners and the public.
- j) Conduct all aspects of business that touch on consumers or their interests without any misleading, unfair, deceptive, or abusive acts or practices.
- k) Regularly examine and consider the possibility of misleading, unfair, deceptive, or abusive acts or practices violations in all aspects of its business that touch on consumers or their interests, including but not limited to marketing, sales, origination, contract terms, contract options, disclosure requirements, installation, servicing, and loss mitigation.

- l) Only offer, perform, and accept responsibility for Services that the Qualified Contractor is qualified and competent to perform, based on training, experience, and relevant certifications.
- m) Provide Property Owners with required documentation, including Upgrade supporting documentation, quotes, invoices for Services delivered or to be delivered, and any additional Service details requested by the Property Owner or the AMSC, including adequate information regarding any relevant risks, as outlined in the Scope of Services in the Contractor Terms and Conditions
- n) The Qualified Contractor will assist and support the Property Owner to enter any requested information for each Upgrade or Incidental Work in the Project Application Form and Upgrade Completion Form(s).
- o) Promote, market, perform or be representing to perform Services, without limitation, according to the Marketing Guidelines.
- p) Act diligently and in good faith in the performance of all Services and the satisfaction of all obligations as part of the Program.
- q) Provide feedback to the AMSC on issues pertaining to Program design, administration, or any other experiences with the Program in general.
- r) Communicate openly and respectfully with the AMSC to seek assistance as needed in technical or administrative areas pertaining to Program participation, or in response to requests from AMSC staff.

### 3.2. Obligation

- a) In accordance with s4(6)(d) of *Clean Energy Improvement Regulation* Alta Reg 212/218, a Qualified Contractor shall not enter into an agreement for the provision of services relating to the installation of a clean energy improvement other than the Project Agreement with the Property Owner.
- b) The Qualified Contractor must act in full compliance with all applicable federal, provincial, and municipal laws including, but not limited to, laws regarding truth in advertising, consumer protection, contract law, health and safety, and other relevant regulations within their professional practices.
- c) Nothing in this Code detracts from the obligations of the Qualified Contractor, or any Personnel, to comply with all applicable federal, provincial, and municipal laws.
- d) The requirements set out in this Code apply in addition to any other requirements imposed by law, whether dealing with the same subject matter or otherwise, including the requirements of the *Consumer Protection Act*, the *Direct Selling Business Licensing Regulation*, the *Direct Sales Cancellation and Exemption Regulation*, the *Designation of Trades and Businesses Regulation* and the *Prepaid Contracting Business Licensing Regulation*.

- e) A Qualified Contractor must have read and understood the Consumer Protection Act as it relates to its business and the delivery of the Program.
- f) Where compliance with this Code would cause non-compliance with a relevant law or regulation in a specific jurisdiction, the Qualified Contractor will act in full compliance with the relevant law or regulation in that jurisdiction for each specific occurrence of Code non-compliance.
- g) The terms of any vendor financing, such as energy performance contracts, must not conflict with any financing terms offered through the Program. All terms and conditions for any vendor financing must be disclosed to the Property Owner at the time of offering.
- h) Where any aspect of the Project has been subcontracted to Subcontractors to install or otherwise provide a product for an Upgrade, the Primary Qualified Contractor shall ensure that each Subcontractor:
  - i. is a Qualified Contractor and is listed in the Contractor Directory;
  - ii. has provided a manufacturers' warranty in favour of the Property Owner in compliance with s11(2)(a) of the *Clean Energy Improvement Regulation* Alta Reg 212/218; and
  - iii. has provided a warranty for defects in materials and labour in favour of the Property Owner in compliance with s11(2)(b) of *Clean Energy Improvement Regulation* Alta Reg 212/218.
- i) Every Subcontractor that installs or otherwise provides a product for an Upgrade shall ensure:
  - i. it is a Qualified Contractor and is listed in the Contractor Directory;
  - ii. it has provided a manufacturer's warranty in favour of the Property Owner in compliance with s11(2)(a) of the *Clean Energy Improvement Regulation* Alta Reg 212/218; and
  - iii. It has provided a warranty for defects in materials and labour in favour of the Property Owner in compliance with s11(2)(b) of the *Clean Energy Improvement Regulation* Alta Reg 212/218.

### 3.3. Conflict of Interest

Except as has been previously disclosed to the AMSC, the Qualified Contractor affirms that neither the Qualified Contractor nor its Personnel has or will enter into any contractual, financial, business, or other interest, that would conflict in any manner with the Qualified Contractor's participation in the Program or otherwise create the appearance of a conflict of interest with respect to the Program.



### 3.4. FOIP and Confidential Information

#### 3.4.1. Freedom of Information and Protection of Privacy

The Qualified Contractor acknowledges that the *Freedom of Information and Protection of Privacy Act* R.S.A. 2000 c.F-25 may apply to all information and records provided by the Qualified Contractor to the AMSC and to any information and records which are in the custody or under the control of the AMSC.

#### 3.4.2. Confidentiality Obligations to the AMSC and the Municipality

- a) "Confidential Information" means all technical, corporate, financial, economic, legal or other information or knowledge generally concerning the AMSC or its directors or officers, other boards, agencies, or associations, the Municipality, specifically concerning the Program, whether disclosed orally, or in the form of written material, computer data or programs, and includes information respecting the AMSC's registrants, processors, financial information, models, mechanisms, processes, intellectual property, trade secrets or otherwise, but does not include information that is:
  - i. in the public domain;
  - ii. disclosed lawfully to the Qualified Contractor by a third party who has no obligation of confidentiality to AMSC with respect to the disclosed information;
  - iii. becomes known to the public, other than by a breach of the Qualified Contractor of its obligations under this Code of Conduct; or
  - iv. already known by the Qualified Contractor before disclosure by the AMSC, as evidenced by written records of the Qualified Contractor.
- b) The Qualified Contractor shall not use the Confidential Information for any purpose other than to perform its obligations in accordance with the Program and shall maintain the Confidential Information in strict confidence and shall not disclose, divulge or communicate directly or indirectly at any time any Confidential Information to any person, firm, corporation, subcontractor, employee, or to any third party, except to the extent necessary to perform its obligations under this Program, and fulfill the terms of this Program or the Project Agreement, provided that the Qualified Contractor shall contractually require such person, firm, corporation, Personnel or third party to be bound by confidentiality and restricted use obligations no less stringent than those provisions that bind the Qualified Contractor. The Qualified Contractor may only disclose the Confidential Information with the prior written consent of the AMSC or where required by law.
- c) On termination of the Services or the removal of the Qualified Contractor from the Contractor Directory, the Qualified Contractor will immediately return to the AMSC, or destroy if requested by the AMSC, all Confidential Information provided to the Qualified Contractor by the AMSC, and all property, writing, materials, designs, patterns, blue-prints, work-in-progress, and data relating to the Program.

### 3.4.3. Confidentiality Obligations to the Property Owner

All personal information provided by the Property Owner to the Qualified Contractor as part of the Program must be kept confidential and be used only for the purposes for which it has been provided. The Qualified Contractor must ensure that appropriate security measures are in place to protect such personal information from any unauthorized use or disclosure, in accordance with the *Personal Information Protection Act* and all other applicable federal, provincial, and municipal legislation and related regulations.

## 4 Issue Escalation Framework

The Issue Escalation Framework applies where a Qualified Contractor has, or has been informed that it has, failed to comply with any one or more of the Qualified Contractor Terms and Conditions, the Code of Conduct, the Marketing Guidelines, or the Project Agreement.

Appendix A provides a visual overview of the issue identification, escalation and resolution framework described in this section.

### 4.1. Issue Identification

Issues may be identified through several pathways including being identified by the AMSC, raised by Property Owners, or reported to the AMSC by external parties or authorities having jurisdiction. Common types of issues may include but are not limited to:

- a) Program administration, involving:
  - i. Service complaints from Property Owners, a Municipality, or any member of the public.
  - ii. Deviations from documentation standards such as Upgrade-related Supporting Documentation or Project forms, or as noted by AMSC in the CEIP Terms and Conditions, CEIP website and other guidelines.
  - iii. Marketing practices non-compliant with the Marketing Guidelines or misrepresentation of relationship to the Program, AMSC, or the Contractor Directory.
  - iv. Offensive or abusive communication to Property Owners, the AMSC or the Municipality.
  - v. Failing to provide timely communication to Property Owners, the AMSC or the Municipality (i.e., where the response time from the Qualified Contractor exceeds more than two (2) business days) . .
  - vi. Significant deviations from industry standards or non-compliance with CEIP Terms and Conditions.
  - vii. No longer meeting the requirements in the Qualified Contractor Terms and Conditions or Project Agreement. The AMSC may conduct periodic verification of

these requirements (e.g., WCB-Alberta clearance, verification of insurance) to ensure compliance.

- viii. Other business or industry peers reporting technical or quality-related issues to the AMSC.
  - ix. Other issues that arise during Program participation that are in non-compliance with the terms of the Code of Conduct, Marketing Guidelines, Qualified Contractor Terms and Conditions, or Project Agreement.
- b) Business operations involving issues that affect the ability of the Qualified Contractor to fulfill Program obligations or commitments to Property Owners. This includes a Qualified Contractor declaring bankruptcy, going into receivership, or going out of business, which may be communicated by the Qualified Contractor to the AMSC, reported by Property Owners or may otherwise come to the attention of the AMSC.
- c) Standards or regulations, involving:
- i. Issues of compliance with consumer protection legislation as reported by the Consumer Investigations Unit or as otherwise may come to the attention of the AMSC.
  - ii. Issues of compliance with industry-specific standards and regulations as reported by relevant industry associations (e.g., APEGA) or as otherwise may come to the attention of the AMSC.
  - iii. Issues of code, permitting, or licensing compliance as reported by any local or provincial authority having jurisdiction or as otherwise may come to the attention of the AMSC. This includes any issues of health and safety.

#### 4.2. Issue Escalation

- a) When an issue of non-compliance becomes known, the AMSC will first gather relevant information, seek clarification from affected parties, and ensure obligations are clearly understood. The AMSC will use the following issue escalation and resolution process:
- i. *Step #1: Notice and Coaching:* Written notice from AMSC will be provided to the Qualified Contractor indicating the identified issue and corrective action that must be taken by the Qualified Contractor. Unless otherwise indicated by AMSC, corrective actions must be taken and documented by the Qualified Contractor within ten (10) business days. The AMSC may request documentation to verify that issues have been resolved. Persistent issues that continue to arise or are not resolved in the agreed upon time will be escalated to *Step #2: Suspension*.
  - ii. *Step #2: Suspension:* For issues that AMSC believes cannot be resolved in *Step #1: Notice and Coaching*, the AMSC will issue a written notice to the Qualified Contractor stating that corrective action must be taken within five (5) business days and that failure to take action means the Qualified Contractor will be suspended from the Contractor Directory. If corrective action is not taken within five (5) business days, Qualified Contractors are suspended from the Contractor

Directory, and have thirty (30) business days to take corrective action. If the issue is not resolved within thirty (30) business days, the AMSC will escalate to *Step #3: Removal*.

- iii. *Step #3: Removal*: Any Qualified Contractor who has been suspended more than two (2) times in one year, or who has been suspended and failed to take corrective action within thirty (30) business days, may be removed by AMSC from the Contractor Directory. Removal means the Contractor is no longer a Qualified Contractor. The Contractor must re-apply if they wish to be listed in the Contractor Directory and be eligible to perform Services in connection with the Program.
- b) The AMSC reserves the right to adjust the timelines required for corrective action and response by the Qualified Contractor and escalation by the AMSC if special circumstances arise which require faster response times. The AMSC reserves the right, in its sole discretion, to proceed immediately to *Step #2 Suspension* or *Step #3 Removal* where the AMSC determines that the nature of the issue requires such action. Further, Qualified Contractors found to be attempting to be re-instated or re-applying under a different name to avoid issue resolution will be held to previously identified corrective action and escalations.
  - c) Any issue involving standards, regulations or any other action that involves external authorities as stated in Section 4.1c) will be dealt with by the AMSC taking necessary efforts to cooperate with and verify information pertaining to issues identified by external authorities as required.
    - i. If verification is obtained by AMSC that enforcement action has been taken by an external authority against a Qualified Contractor, the Qualified Contractor is immediately removed from the Contractor Directory with written notice and the Qualified Contractor may no longer provide any Services under the Program.
    - ii. If a Qualified Contractor is subject to an active investigation, it does not warrant removal of the Qualified Contractor from the Contractor Directory until the investigation is complete. However, the AMSC may suspend the Qualified Contractor for the duration of the active investigation, or for a period of time thereafter as necessary.

#### 4.3. Suspension

- a) Suspension of a Qualified Contractor from the Contractor Directory means that the Qualified Contractor cannot participate in the Program, nor provide any Services, even on a temporary basis, until reinstated by the AMSC. The suspended Qualified Contractor may not represent AMSC or the Program, market the Program, perform or be representing to perform Program Services for Property Owners, or subcontract to other Qualified Contractors on CEIP Projects.
- b) If there are active Projects with an existing or newly suspended Qualified Contractor, the suspended Qualified Contractor will not be able to continue work on the Project until their active status is reinstated. The AMSC is not liable for the delay or cancellation of any

Projects where the Qualified Contractor has been suspended or removed in accordance with this Issue Escalation Framework. In the case of Project cancellation due to suspension of the Qualified Contractor, the Property Owner is only responsible for payments, liabilities, and settlements for work completed and/or equipment installed up to the date of suspension.

- c) Any marketing or promotional materials related to CEIP must be immediately removed from digital and hard copy materials of a suspended Qualified Contractor. Any such materials may not be distributed to Property Owners beginning immediately after the Qualified Contractor's suspension.
- d) Suspended Qualified Contractors may be reinstated as an active Qualified Contractor and is re-added to the Contractor Directory when AMSC determines in its sole discretion, the following criteria are met, as may be applicable:
  - i. Corrective action is taken for all outstanding issues with proof of completion provided to AMSC.
  - ii. Proof of renewal of any outdated documentation or confirmation of verification of Qualified Contractor criteria (e.g., WCB-Alberta clearance) is provided to AMSC.
  - iii. Successful completion of any additional quality assurance checks or on-site reviews of Upgrade installations by the AMSC.
- e) The AMSC reserves the right, in its sole discretion, to apply the suspension of the Qualified Contractor status to (a) other Qualified Contractors with common ownership or (b) another company with common ownership that is applying to the Contractor Directory.
- f) After a Qualified Contractor has been suspended two (2) times in a one-year period, a written notice will be sent to the primary contact explaining that any further suspensions in the one-year period may result in the removal of the Qualified Contractor.

#### 4.4. Removal

- a) When a Qualified Contractor is removed from the Contractor Directory, the removed contractor may not represent the AMSC or the Program, market the Program, and perform or be representing to perform Program Services for Property Owners.
- b) When a Qualified Contractor is removed from the Contractor Directory, any marketing or promotional materials related to CEIP must be immediately removed from digital and hard copy materials of the removed contractor. Any such materials may not be distributed to Property Owners beginning immediately after Qualified Contractor removal.
- c) After removal, a contractor may re-apply to the Contractor Directory one year after said removal. Applications for reinstatement from contractors previously removed from the Contractor Directory will be considered by the AMSC, in its sole discretion, on a case-by-case basis.
- d) If reinstatement is considered, the contractor will be required to take all steps as required for new contractors applying to join the Contractor Directory, and provide documented

clearance from any external authority whose enforcement actions contributed to the removal.

- e) The AMSC reserves the right, in its sole discretion, to remove a Qualified Contractor from the Contractor Directory at any time without liability, and apply this right to (a) other Qualified Contractors with common ownership or (b) another company with common ownership that is applying to become a Qualified Contractor for any reason or no reason. The Qualified Contractor acknowledges and understands that they shall have no recourse against the AMSC for such removal.

## Appendix A – Escalation Framework Overview

