

Policy on Financial Support for Post-Secondary Academic Institutions

Overview

Consistent with the goals expressed in Enbridge's *Corporate Social Responsibility Policy* and *Community Investment and Employee Engagement Policy*, Enbridge is committed to the support and promotion of vital academic research, scholarship and education. This *Policy on Financial Support for Post-Secondary Academic Institutions* (Policy) sets out the terms upon which Enbridge may provide financial support to Qualified Post-Secondary Institutions (as defined below).

Except as noted below, Enbridge's Vice President, Communications & Corporate Social Responsibility is responsible for ensuring that all Enbridge financial support offered or advanced to qualified post-secondary institutions complies with this Policy. In the case of financial support offered or advanced by Enbridge Gas Distribution Inc. (EGD), EGD's Vice President, Market Development & Customer Care is responsible for ensuring compliance with this Policy. Any offer or agreement to advance financial support that does not comply with this Policy is prohibited, unless it is expressly approved in writing by the President & Chief Executive Officer.

Definitions

"Qualified Post-Secondary Institution" means any accredited university, college, polytechnic institute, community college or post-secondary technical school in Canada or the United States of America, but does not include any institution that discriminates on the basis of race, religion, gender or sexual orientation.

"Restricted Grant" means a grant, donation, gift, pledge, award or scholarship fund provided to a Qualified Post-Secondary Institution under terms that require the institution to apply the funds received to a specific faculty, program, department or area of academic study.

"Sponsored Research" means a specific, defined research project that is supported by a documented research plan and budget.

"Unrestricted Grant" means a grant, donation, gift or pledge to a Qualified Post-Secondary Institution without restriction of any kind on the use or application of the funds received by the institution.

Policy Statement

It is prohibited for any Enbridge director, officer, employee, contractor, consultant or agent (Enbridge Personnel) to offer or advance funding on Enbridge's behalf to any post-secondary institution that is not a Qualified Post-Secondary Institution as defined in this Policy. Financial support offered or advanced by Enbridge to a Qualified Post-Secondary Institution must be in the form of: (a) Sponsored Research; (b) Restricted Grants; or (c) Unrestricted Grants. No other forms of support (financial or otherwise) are permitted.

Enbridge respects the principle of academic freedom. To ensure that the principle of academic freedom is protected and supported in connection with any Enbridge-funded initiative covered by this Policy, definitive written agreements between Enbridge and the applicable Qualified Post-Secondary Institution must be fully executed prior to the advancement of funding or the commencement of any Sponsored Research. In no instance will any Enbridge Personnel

request or suggest approaches or outcomes for academic research, scholarship or education if any such request or suggestion would constitute interference with academic freedom or create the appearance of constituting such interference.

Sponsored Research

Enbridge may pursue Sponsored Research projects with Qualified Post-Secondary Institutions. Any agreement with a Qualified Post-Secondary Institution for a Sponsored Research project must include terms that clearly describe the nature of the project, a specific research or project plan (including goals, objectives and timelines), a budget, the names of the faculty members or groups that are accountable for execution of the plan and mechanisms to deal with unspent funds (if any) at the completion or termination of the project. No Sponsored Research project will exceed twelve (12) months in duration.

A definitive written agreement that includes all of the terms set out above must be executed prior to the advancement of any funds by Enbridge or the commencement of any Sponsored Research project work by the Qualified Post-Secondary Institution. Any Enbridge Personnel engaged in drafting, negotiating or executing a definitive written agreement for a Sponsored Research project will ensure that provisions necessary to protect the Qualified Post-Secondary Institution's academic freedom are included in any such agreement. It is acceptable for Enbridge to be publicly recognized by the Qualified Post-Secondary Institution for its contribution to any Sponsored Research project, provided the form of recognition is clearly described in the applicable agreement.

Restricted Grants

Enbridge may enter into agreements for the payment of Restricted Grants to Qualified Post-Secondary Institutions. The Qualified Post-Secondary Institution will be responsible for determining the specific ways in which Restricted Grant funds are to be used. Enbridge may express its general intent for the use of Restricted Grant funds, but the Qualified Post-Secondary Institution will be provided broad discretion to determine the application of funds, including choice of faculty, selection of scholarship or award recipients and design of specific academic programs or research initiatives.

It is acceptable for Enbridge to be publicly recognized by the Qualified Post-Secondary Institution in connection with any Restricted Grant. The form of such recognition must be clearly described in the applicable grant agreement, which must be fully executed prior to the advancement of grant funds or any public announcement related to the grant. Except with the express prior written consent of the President & Chief Executive Officer, Restricted Grant funds must be paid in full to the Qualified Post-Secondary Institution within twelve (12) months after execution of the applicable grant agreement.

Unrestricted Grants

Enbridge may enter into agreements for the payment of Unrestricted Grants to Qualified Post-Secondary Institutions. Enbridge must acknowledge in any Unrestricted Grant agreement that the Qualified Post-Secondary Institution will have complete and unfettered discretion regarding the use or application of Unrestricted Grant funds, provided the funds are used in a manner that is consistent with the stated mission, values and principles of the Qualified Post-Secondary Institution.

It is acceptable for Enbridge to be publicly recognized by the Qualified Post-Secondary Institution in connection with any Unrestricted Grant. The form of such recognition must be clearly described in the applicable grant agreement, which must be fully executed prior to the advancement of grant funds or any public announcement related to the grant. Except with the express prior written consent of the President & Chief Executive Officer, Unrestricted Grant funds must be paid in full to the Qualified Post-Secondary Institution within twelve (12) months after execution of the applicable grant agreement.

Interpretation

The Vice President, Communications & Corporate Social Responsibility and EGD's Vice President, Market Development and Customer Care will bring any questions about the proper application of this Policy to the attention of Enbridge's Chief Compliance Officer on a timely basis. The Chief Compliance Officer's decision will govern in the event of any disagreement or uncertainty concerning a proposed funding initiative's compliance with this Policy.

Created: December 15, 2015

Date of Last Revision: December 15, 2015