

# ENVIRONMENTAL STEWARDSHIP AND CLIMATE CHANGE PRODUCER PROGRAM TERMS AND CONDITIONS

## 1.0 PURPOSE

The Environmental Stewardship and Climate Change Producer Program will support Active Producers with the implementation of beneficial management practices (BMP's) that reduce the risk of agricultural contaminants entering water or soil resources, as well as support Active Producers with assessing their potential risk to water quality and implementing improvement to minimize that risk, benefitting their business and the environment.

There is limited funding in the Program. Applications completed to the satisfaction of the Minister will be considered for approval as outlined in s. 5.1, subject to the eligibility criteria and Program funding constraints.

If an Application is approved, funds will be granted to the Applicant pursuant to a Grant Agreement that is in the form of an Approval Letter Grant or an Executed Grant.

**2.0 DEFINITIONS:** In these Program Terms and Conditions, the following terms have the following meanings:

- 2.1 Active Producer:** means an individual or a registered corporation responsible for the day-to-day management and work on the farm, including responsibility for input costs or agricultural crops or livestock producing at least \$10,000 worth of farm commodities annually, but does not include a landlord whose only interest in the crop or livestock is that of ownership of the land.
- 2.2 AF:** means Alberta Agriculture and Forestry.
- 2.3 Applicant:** means the legal entity that submits an Application, and meets the eligibility criteria in section 3.1.1.
- 2.4 Application:** means the Program Application Form, and all documents required to be submitted pursuant to that form and the Program Terms and Conditions.
- 2.5 Approval Letter:** means the letter sent by the Minister to an Applicant notifying the Applicant that the Applicant has been approved for a grant, specifying the details of the grant, describing the Project, and listing the Eligible Expenses, as may be amended.
- 2.6 Approval Letter Grant:** means the grant agreement between the Minister and the Applicant which is comprised of, and the terms and conditions which the parties agree govern the grant are

set out in, the Approval Letter, the Statement of Certification, and the Program Terms and Conditions.

- 2.7 Breeding Herd:** means a ruminant livestock herd, which includes pregnant or lactating females; replacement animals up to 30% of female herd number; male animals used for the purposes of breeding the said female herd, and cull animals up to 20% of the female herd.
- 2.8 Canadian Agricultural Partnership:** means the Federal-Provincial-Territorial Canadian Agricultural Partnership.
- 2.9 Confined Feeding Operation:** means an agricultural operation on a Premises with a unique Premises ID Number where poultry or livestock are confined for the purposes of growing, finishing or sustaining by means other than grazing, and which does not include a Breeding Herd.
- 2.10 Eligible Expenses:** means the expenses listed in the Approval Letter or the Executed Grant.
- 2.11 Environmental Farm Plan (“EFP”):** means the process that helps an Active Producer identify and address environmental risks and opportunities in their operation.
- 2.12 Executed Grant:** means the grant agreement between the Minister and an Applicant that is signed by both parties and which states the rules governing the grant, specifies the details of the grant, describes the Project, and lists the Eligible Expenses, as may be amended.
- 2.13 Federal Crown:** means Her Majesty the Queen in Right of Canada.
- 2.14 Fiscal Year:** means the 12-month period beginning April 1 of any year and ending March 31 of the following year.
- 2.15 Funding List:** means the Environmental Stewardship and Climate Change Producer Program Funding List that identifies eligible activities and expenses that may be incurred for eligible activities, as may be amended.
- 2.16 Grant Agreement:** means the term used in these Program Terms and Conditions to include both an Approval Letter Grant and an Executed Grant.
- 2.17 In-Kind Contribution:** means non-monetary contributions that defray the total cost of the Project, including the provision of unpaid labor, services, or equipment required in the planning, conducting or managing of the Project.
- 2.18 Minimum Score:** means the minimum score stated in s. 3.3.2.
- 2.19 Minister:** means the Minister of AF and his authorized representative(s).
- 2.20 Premises:** means the area of land contained in a legal land description or identified by geo-referenced coordinates that has been assigned a Premises ID Number, and on which a Confined Feeding Operation is located.

- 2.21 Premises ID:** means a unique identifying number assigned by the Minister to the Premises.
- 2.22 Program:** means the Environmental Stewardship and Climate Change Producer Program.
- 2.23 Program Application Form:** means the Program application form that is completed by an Applicant to apply for funding under the Program.
- 2.24 Program Term:** means the time period for the Program, being April 1, 2018 to March 31, 2023.
- 2.25 Program Terms and Conditions:** means the terms and conditions for the Program set out in this document, as may be amended.
- 2.26 Project:** means the activities described in the Approval Letter or Executed Grant that have Eligible Expenses associated with them.
- 2.27 Project Term:** means the period between the start date and the end date stated in the Approval Letter or Executed Grant.
- 2.28 Provincial Crown:** means Her Majesty the Queen in the Right of Alberta.
- 2.29 Reimbursement Claim Form:** means the form to be submitted by the Applicant, together with all documentation required to be submitted pursuant to that form and the Grant Agreement, to request payment from the Program.
- 2.30 Statement of Certification:** means the statement of certification in the Program Application Form.

## **3.0 ELIGIBILITY**

### **3.1 Eligible Applicants**

**3.1.1** To be eligible to apply to the Program, a person must:

- a) be an Active Producer operating in Alberta; and
- b) either, have a current EFP certificate or letter of completion from an EFP technician, or be currently working on an EFP and be in a position to receive an EFP certificate or letter of completion from an EFP technician before the end of the Project Term.

### **3.2 Ineligible Applicants**

**3.2.1** The following entities are not eligible to apply to the Program:

- a) agribusinesses offering custom services, consulting services or general services to agricultural clients (includes commercial applicators);

- b) grazing reserves;
- c) research stations;
- d) universities;
- e) other organizations funded in whole or in part by the government; and
- f) any other person deemed by the Minister to be ineligible.

### **3.3 Eligible Activities** (must be approved by the Minister)

**3.3.1** Activities that may be included in an Application under the Program include:

- a) activities identified in the Funding List; and
- b) any other activity related to environmental improvement or climate change mitigation/adaptation approved by the Minister.

**3.3.2** For an Application to be considered for funding under the Program, the activities included in the Application must score a minimum of 30% using the Program assessment criterion stated in s. 4.1.

**3.3.3** In completing a Project under the Program, the Applicant must:

- (a) comply with all applicable laws and regulations; and
- (b) obtain all required governmental approvals prior to commencing the Project, including those related to public health and safety, labour codes and standards, care and use of animals in research, wildlife habitat, and environmental protection.

**3.3.4** A completed Project must be located and operational in Alberta.

**3.3.5** Acceptance of an Application under the Program creates no obligations on the part of the Provincial Crown or Federal Crown to provide licenses, permits, approvals, or authorizations under any legislation.

### **3.4 Ineligible Activities**

**3.4.1** The following activities are not eligible under the Program and must not be included in an Application:

- a) common practices;
- b) activities associated with the development of a man-made water source;
- c) any activities listed as ineligible activities in the Funding List; and
- d) any other activity deemed by the Minister to be ineligible.

### **3.5 Eligible Expenses** (must be approved by the Minister)

**3.5.1** Expenses that may be included in an Application are:

- a) the expenses identified in the Funding List with respect to each eligible activity, subject to any limitations stated in the Funding List; and
- b) any other expense related to environmental improvement or climate change mitigation/adaptation as otherwise approved by the Minister.

**3.5.3** In incurring Eligible Expenses, the Applicant must follow a process that is transparent, fair, and promotes the best value for the money expended. Eligible Expenses incurred by the Applicant must be at competitive prices that are no greater than fair market value.

**3.5.4** If the Minister, in his sole discretion, considers the amount of any Eligible Expense claimed by the Applicant to be unreasonable, the Minister may adjust the amount of that Eligible Expense to an amount the Minister considers reasonable.

**3.5.5** If an Applicant is approved, all Eligible Expenses must be incurred by the Applicant during the Project Term.

### **3.6 Ineligible Expenses**

**3.6.1** Expenses that are not eligible for payment under the Program and which must not be included in an Application include;

- (a) GST;
- (b) extended warranties on equipment, electronics or technology purchased;
- (c) purchase of standard equipment;
- (d) leasing costs;
- (e) on-hand materials or supplies;
- (f) expenses incurred outside the Project Term;
- (g) expenses incurred for a Project when that Project is not completed by the Applicant during the Project Term;
- (h) expenses identified as ineligible in the Funding List;
- (i) expenses incurred in transactions between individuals who are related to each other by blood, marriage, adoption, common-law relationships, or close business ties;
- (j) maintenance and repair costs;
- (k) consumable expenses; and
- (l) any other expense deemed ineligible by the Minister.

### **4.0 PROGRAM ASSESSMENT CRITERION**

**4.1** The Program assessment criterion is the demonstration of environmental improvement or benefit to climate change mitigation/adaptation that will result from the implementation of the Project.

### **5.0 APPLICATIONS**

- 5.1** Applications will be processed as follows, subject to Program funding constraints:
- (a) As Applications are submitted, they will be reviewed to determine if the Program eligibility criteria is satisfied, and if the Application achieves the Minimum Score.
  - (b) Applications that satisfy the Program eligibility criteria and achieve the Minimum Score will be divided into two groups and processed in two different ways.
  - (c) One group of Applications (referred to as the “Technical Group”) are those that:
    - i. require a site visit;
    - ii. are submitted under Activity Codes 104, 206, and 306 in the Funding List; or
    - iii. are determined by AF to require a technical review in order to assess whether to fund.

- (d) Applications in the Technical Group will be considered for approval by a technical review panel on a case-by-case basis, subject to an assessment using the Program assessment criterion stated in s. 4.1, and Program funding constraints. The technical review panel will review Applications in the Technical Group on the dates stated on the Program website.
  - (e) The other group of Applications (referred to as the “Standard Group”), shall be comprised of all other Applications that satisfy the Program eligibility criteria and achieve the Minimum Score. Applications in the Standard Group will be considered for approval on a first-come, first-served basis, subject to Program funding constraints.
- 5.2** There are 3 Program Application Forms, each corresponding to a different category of eligible activities that may be completed under the Program.
- 5.3** Applications submitted to AF must include:
  - (a) a completed Program Application Form, signed by an authorized representative of the Applicant, and all documents required to be submitted pursuant to that form;
  - (b) if the Applicant has a current EFP certificate or letter of completion from an EFP technician as of the date of the Application, a copy of the current EFP certificate or letter of completion;
  - (c) if required by the Program Application Form for the eligible activities for which the Applicant is applying, a detailed aerial photo or sketch of each eligible activity;
  - (d) If the Applicant is applying for a project located in a Confined Feeding Operation, the Premises ID Number and legal land description associated with the Premises of the Confined Feeding Operation for which the Applicant is applying for funding; and
  - (e) any supplementary documentation requested by the Minister.
- 5.4** Applications must be delivered to: Canadian Agricultural Partnership – Environmental Stewardship and Climate Change Producer Program, 302, 7000-113 Street NW, Edmonton, AB, T6H 5T6.
- 5.5** Applications must be received by AF or postmarked on or before the date specified on the Program website on [www.cap.alberta.ca](http://www.cap.alberta.ca).
- 5.6** If In-Kind Contributions are estimated to exceed \$10,000 for a Project, the Minister may require the Applicant to submit a quote from an independent contractor for the work required to complete that Project. If the Applicant does not provide a quote within the time period specified by the Minister, the Minister shall be entitled to determine the Eligible Expense amount for In-Kind Contributions. Notwithstanding the quote provided, the Minister also retains the sole discretion to determine the Eligible Expense amount for In-Kind Contributions for that Project.
- 5.7** The Minister may reject any Application that is inaccurate, incomplete or ineligible in the sole discretion of the Minister.
- 5.8** Applications must be signed by or on behalf of a properly authorized representative. The Minister may require evidence of authorization. Designates are not permitted to sign Applications unless they have Power of Attorney (submitted with the Application). Either executors or administrators can sign on behalf of estates.
- 5.9** An Application will not be considered complete unless the Statement of Certification is signed.

- 5.10** Submission of an Application does not entitle an Applicant to a grant under the Program.
- 5.11** The Applicant acknowledges that the grant may not be sufficient to cover the entire cost of the Project, and that the Applicant shall be solely responsible for raising funds from other sources to complete the Project. The Applicant acknowledges that the grant is the only financial assistance the Minister will provide under the Program to the Applicant for the Project.
- 5.12** AF will only communicate with the Applicant or an authorized representative of the Applicant regarding any aspect of an Application or a Grant Agreement.
- 5.13** If an Application for \$50,000 or less is approved by the Minister, the Applicant will be sent an Approval Letter. The grant agreement for an Approval Letter Grant shall be comprised of, and the terms and conditions which the parties agree govern the grant are set out in, the Approval Letter, the Statement of Certification, and the Program Terms and Conditions.
- 5.14** If an Application for more than \$50,000 is approved by the Minister, the Applicant must enter into an Executed Grant with the Minister that is signed by both parties to be eligible to receive funding, and the grant shall be governed by the terms and conditions of the Executed Grant.

## **6.0 FUNDING LEVELS**

- 6.1** The Program provides grants on a cost-share basis to cover Eligible Expenses for Projects as follows:
  - (a) up to a maximum of \$100,000 over the Program Term for each Applicant; or
  - (b) if an Applicant owns two Confined Feeding Operations, each of which has their own separate Premises ID, the Applicant is eligible for up to a maximum of \$100,000 for each of the two Confined Feeding Operations over the Program Term for activities under Activity Codes 201-205 only.If an Applicant under subsection (a) or (b) has an innovative project under Activity Codes 104, 206 or 306, as determined by the technical review committee, the Applicant is eligible for an additional \$100,000 over the Program Term for that innovative project.
- 6.2** Eligible Expenses shall be cost-shared pursuant to one of the funding levels stated in the Funding List, with the specific funding levels for Eligible Expenses being determined at the time the Application is processed using the Program assessment criterion in s. 4.1 and stated in the Approval Letter or Executed Grant.
- 6.3** Funding received through any other Canadian Agricultural Partnership programs may not be used toward the cost-share requirements of the Program.
- 6.4** Funding received through other federal, provincial and municipal governments cannot exceed 100% of the Eligible Expenses claimed by the Applicant and paid under the Program.

The amount of the grant shall be adjusted so that the total government funding for Eligible Expenses does not exceed 100% of these expenses.

- 6.5** In the event that federal or provincial funding levels are changed to the extent that the money available to the Minister to make the grant is reduced or eliminated, the Minister may, in his sole discretion, cancel or reduce the amount of the grant.

## **7.0 PAYMENTS**

- 7.1** Grant payments will be made on a reimbursement basis based on the Eligible Expenses incurred and claimed by the Applicant and approved by the Minister pursuant to the Grant Agreement during the Project Term.
- 7.2** The only Eligible Expenses for which the Applicant may make a claim for reimbursement are the Eligible Expenses listed in the Approval Letter or Executed Grant which are directly incurred by the Applicant in completing the Project during the Project Term, unless otherwise authorized by the Minister.
- 7.3** If In-Kind Contributions exceed 25% of the total Project cost, the Eligible Expense amount for In-Kind Contributions will be reduced to be only 25% of the total Project cost.
- 7.4** To make a claim for reimbursement, the Applicant must submit:
- (a) a completed Reimbursement Claim Form with copies of all documentation (eg. invoices, receipts, timesheets or other supporting documentation) necessary to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all Eligible Expenses claimed;
  - (b) a completed final report form; and
  - (b) any supplementary documentation requested by the Minister.
- 7.5** The Approval Letter or Executed Grant will specify when the Reimbursement Claim Form and all required supporting documentation must be submitted. The completed Reimbursement Claim Form and all supporting documentation must be submitted to the Minister by the date(s) stated in the Approval Letter or Executed Grant.
- 7.6** The determination of whether an expense incurred by the Applicant constitutes an Eligible Expense that is eligible for payment is at the sole discretion of the Minister.
- 7.7** Eligible Expenses shall be calculated based on the actual out of pocket cost to the Applicant (i.e. cost of the Eligible Expense less any rebates, discounts, incentives and/or credits, whether provided at the time of purchase or at a later date).
- 7.8** Projects and Eligible Expenses qualify only once for payment under the Program.
- 7.9** The amount of the grant stated in the Approval Letter or Executed Grant shall be adjusted based on the Eligible Expenses claimed by the Applicant and approved by the Minister, but shall not exceed the amount stated in the Approval Letter or Executed Grant.
- 7.10** Applicants cannot assign or defer any payment under this Program.



- 7.11 Payments may be considered farm support payments, and AGR-1 tax slips will be issued in the name of the Applicant, if applicable.
- 7.12 The Applicant shall not return for refund any items for which the Applicant has received a payment under the Program.
- 7.13 With the exception of items that are permanently affixed to the Applicant's land and the Applicant sells their land, the Applicant shall not sell or trade any items for which the Applicant has received a payment under the Program for at least three years after the end of the Project Term.

## **8.0 REPORTING REQUIREMENTS**

- 8.1 Unless otherwise specified by the Minister, the Applicant shall provide the Minister with a final report, to the Minister's satisfaction and by the date specified by the Minister in the Approval Letter or Executed Grant, or by no later than 30 days after the earlier termination of the Grant Agreement, whichever occurs first, which includes:
  - (a) a completed Reimbursement Claim Form with copies of all documentation (eg. invoices, receipts, timesheets or other supporting documentation) necessary to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all Eligible Expenses claimed;
  - (b) a completed final report form;
  - (c) a copy of the Applicant's current EFP certificate or letter of completion, if the Applicant did not submit this as part of their Application; and
  - (d) any other documentation requested by the Minister.
- 8.2 The Minister may request the Applicant to submit additional reports during the Project Term which the Applicant shall submit, to the Minister's satisfaction, by the dates specified by the Minister.
- 8.3 The Applicant agrees to cooperate with the Minister in the completion of any audit, evaluation, or inspection of the Project or of the grant.

## **9.0 AMENDING GRANT AGREEMENTS**

- 9.1 A Grant Agreement may be amended as follows during the Project Term:
  - (a) The Applicant may submit a written request to the Minister outlining and justifying the proposed amendments for the following:
    - i. activities described in s. 3.3.1 be added to the Approval Letter or Executed Grant, or that approved activities described in the Approval Letter or Executed Grant be removed;
    - ii. expenses described in s. 3.5.1 be added to the Approval Letter or Executed Grant, or that Eligible Expenses listed in the Approval Letter or Executed Grant be removed; or
    - iii. the Project Term be changed.
  - (b) If the Minister approves a proposed amendment, the Minister will:
    - i. send an amendment letter to the Applicant if the Grant Agreement is in the form of an Approval Letter Grant; or
    - ii. enter into an amending agreement with the Applicant if the Grant Agreement is in the form of an Executed Grant.

- 9.2** The Minister is not required to approve any proposed amendment to a Grant Agreement.
- 9.3** Prior to the Applicant entering into an amending agreement with the Minister, any activities undertaken by the Applicant or expenses incurred by the Applicant that are not described in the Approval Letter or Executed Grant are undertaken and incurred by the Applicant at the Applicant's own risk as they may not be approved or funded by the Minister.

**10.0 VERIFICATION**

- 10.1** The Applicant must submit documentation to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all of the Eligible Expenses claimed. Documents the Applicant may provide to do this include:
- a) invoices for the claimed Eligible Expenses that are in the Applicant's name; or
  - b) proof of payment for the claimed Eligible Expenses.
- The Applicant must also provide any other documentation requested by the Minister that the Minister requires to be satisfied that the Applicant incurred and paid all the Eligible Expenses claimed.
- 10.2** All items on an invoice submitted by the Applicant must be listed separately, and the cost for each Eligible Expense must be clearly identified.
- 10.3** The Applicant consents to the Minister releasing any information contained in the Application, or related to it, and obtained by the Minister in the course of verifying the Application, to any other government department, agency or other body for the purposes of verifying the Application, determining the Applicant's eligibility for the Program, or both. The Applicant expressly authorizes the Minister to obtain information from any government department, agency or other body to verify the contents of the Application and to determine the Applicant's eligibility for this Program.
- 10.4** The Applicant shall carry out its financial functions under the Grant Agreement in accordance with generally accepted accounting principles.
- 10.5** From the date of the Approval Letter or the effective date of the Executed Grant until six years following the end of the Project Term, the Applicant shall maintain separate accounting records for the Project and make them available for inspection by the Minister at all reasonable times upon reasonable notice.
- 10.6** The Applicant agrees to give the Minister and representatives of the Minister access to examine their farming or business operation from the date of the Approval Letter or the effective date of the Executed Grant until six years following the end of the Project Term. The Applicant agrees to make available to the Minister all records, books of account, income tax returns, invoices, databases, and audit and evaluation reports in relation to the Project that are necessary for the audit and evaluation of the Project. If the Applicant fails to provide such information within a reasonable time on reasonable notice, as determined by the Minister, the Applicant may be required to refund any payments received for the Project under the Program, as well as forfeit any future payments for the Project under the Program.
- 10.7** From the date of the Approval Letter or the effective date of the Executed Grant until six years following the end of the Project Term, the Applicant shall maintain separate

accounting records for the Project and make them available for inspection by the Minister and representatives of the Minister (including the Auditor General of Alberta or any other auditor of the Project engaged by the Minister at its own expense) at all reasonable times upon reasonable notice.

## **11.0 INSPECTION**

- 11.1** If an Application is approved, from the date of the Approval Letter or the effective date of the Executed Grant until three years following the end of the Project Term, the Minister is entitled, at reasonable times and upon reasonable notice to the Applicant, to attend the farming or business operation of the Applicant for the purpose of examining items pertinent to the Project in order to assess whether the Applicant is in compliance with the Grant Agreement.

## **12.0 NON-COMPLIANCE**

- 12.1** Any one or more of the following shall constitute an event of default (“Event of Default”):
- a) failure of the Applicant to make satisfactory progress on the Project pursuant to the Approval Letter or Executed Grant, in the sole discretion of the Minister;
  - b) failure of the Applicant to comply with any of its obligations under the Grant Agreement, in the sole discretion of the Minister;
  - c) the Applicant ceases to carry out the Project during the Project Term, in the sole discretion of the Minister;
  - d) the Applicant becomes insolvent or ceases to carry on its operations during the Project Term; and
  - e) a resolution is passed or an application is made for winding up, dissolution, liquidation or amalgamation of the Applicant during the Project Term.
- 12.2** Upon the occurrence of an Event of Default:
- (a) in addition to any other remedy under the Grant Agreement or at law, the Minister may do one or more of the following:
    - i. withhold payments of the grant to the Applicant;
    - ii. demand that the Applicant immediately repay to the Minister up to the full amount of the grant, Any such amount shall be a debt due to and recoverable by the Minister;
    - iii. terminate the Grant Agreement; and
  - (b) the Minister may require the Applicant to do one or more of the following, and depending on the requirement, the Applicant shall immediately:
    - i. make no further commitments for expenditures and make no further disbursements that would be Eligible Expenses, except with the Minister’s prior written approval;
    - ii. pay to the Minister the amount demanded pursuant to s. 12.2(a)(ii); and
    - iii. provide an accounting of the full amount of the grant with an audit report.

## **13.0 COMMUNICATIONS**

- 13.1** The Applicant shall not make any public announcement or issue any press release regarding the entering into of the Grant Agreement, the making of the grant, or activities under the Grant Agreement, except in consultation with the Minister and with the approval of the Minister as to the content of the announcement or press release, which approval shall not be unreasonably withheld.

- 13.2** Before undertaking any promotion of the Program, the Applicant must obtain pre-approval of the Minister.
- 13.3** The Applicant may acknowledge the contribution of the Canadian Agricultural Partnership by applying the following statement: “This project has been funded in part by the Canadian Agricultural Partnership, a Federal-Provincial-Territorial Agreement.”
- 13.4** The Applicant acknowledges and agrees that the Minister may disclose the Grant Agreement and its contents by any means chosen by the Minister, including without limitation tabling it before the Legislature.
- 13.5** The Applicant acknowledges that information and records maintained by the Minister relating to the Grant Agreement are subject to the *Freedom of Information and Protection of Privacy Act* (Alberta). This Act allows any person a right of access to records in the custody or under the control of a public body, subject to limited and specified exceptions.

#### **14.0 REFUNDS**

- 14.1** The Applicant shall immediately refund to the Provincial Crown any payment received under the Program not in accordance with the Grant Agreement upon notice being provided to the Applicant by the Minister. Failure to make repayment as required by the Minister creates a debt owing to the Provincial Crown that can be set off against any money the Provincial Crown owes to the Applicant.

#### **15.0 RIGHT OF SET-OFF**

- 15.1** The Applicant agrees that the Minister may set-off against any other grant or amount payable to the Applicant under any programs administered within AF any amounts that become repayable by the Applicant to the Minister under this Program.

#### **16.0 FALSE OR MISLEADING INFORMATION**

- 16.1** An Applicant who provides false or misleading information under this Program forgoes all rights to benefit from this Program.

#### **17.0 DEBTS TO PROVINCIAL CROWN OR FEDERAL CROWN**

- 17.1** The Minister has the right to deduct from the Applicant’s entitlement any amount due and owing to the Provincial Crown or Federal Crown.

#### **18.0 REPRESENTATIONS AND WARRANTIES**

- 18.1** By submitting an Application, the Applicant represents and warrants that:
- a) the Applicant is an eligible applicant pursuant to s. 3.1.1 of the Program Terms and Conditions;

- b) the person signing the Application is duly authorized to make the Application to the Program on behalf of the Applicant;
- c) no Application has been made for the same activities by any other person, including without limitation, a person who is not arms-length or a related person as defined by the Income Tax Act (Canada) or by a shareholder, member or partner who is actively carrying on farming or business on behalf of a corporation;
- d) the Applicant has made full, true and plain disclosure to the Minister of all facts relating to the activities that are material to its Application, including without limitation all sources of funding from federal, provincial and municipal governments;
- e) the Applicant has the necessary financial resources to complete the activities listed in the Application;
- f) no member of the House of Commons or the Senate shall derive any financial advantage from the grant that would not be permitted under the Parliament of Canada Act;
- g) no current or former federal public office holder or federal public servant to whom the Conflict of Interest Act, the Conflict of Interest Code for Members of the House of Commons, or the Values and Ethics Code for the Public Sector and the Policy on Conflict of Interest and Post-Employment applies shall derive any advantage or benefit from the grant unless the provision or receipt of such advantage or benefit is in compliance with such legislation, codes and policies;
- h) any person lobbying, as that term is defined in the Lobbyists Registration Act (Canada), on the Applicant's behalf is registered pursuant to that Act;
- i) the Applicant is not aware of any discussions to effect a sale, transfer, assignment or pledge of interest which would result in a change of the control of the Applicant or of the disposition of all or substantially all the assets of the Applicant;
- j) the Applicant has adequate human resources, experience and skills to carry out the activities described in the Application;
- k) there is presently no action, suit, or proceeding being brought or pending or threatened against or affecting the Applicant which could result in the expropriation of any property of the Applicant, or which could affect its operations, properties, financial condition, or its ability to complete the activities described in the Application;
- l) if activities described in the Application require authorization by an agency, the Applicant has obtained such approval prior to the commencement of the activities;
- m) the Applicant is in compliance with all laws, orders and authorizations which relate to or affect the Applicant, and is not subject to any order of any court or other tribunal affecting the Applicant's operations;
- n) the Applicant has the power and authority and all necessary licenses and permits to own and operate its properties and carry on its operations, to make the Application, and to completed the activities described in the Application; and
- o) the execution of the Statement of Certification has been duly and validly authorized by the Applicant in accordance with applicable law, and shall constitute a binding legal obligation of the Applicant.

## **19.0 CHANGE IN CONTROL**

- 19.1** From the date of the Approval Letter or the effective date of the Executed Grant until three years after the end of the Project Term, the Applicant shall not, without the prior written consent of the Minister, cause or suffer to exist any sale, transfer, assignment or pledge of interest which would result in a change of control of the Applicant, or of the disposition of all or substantially all of the assets of the Applicant.

## **20.0 GRANT REGULATION AND DISCLOSURE OF GRANT RECIPIENT INFORMATION**

**20.1** Payments under this Program are grants subject to the Agriculture and Rural Development Grant Regulation. The Applicant acknowledges that, in addition to complying with the Grant Agreement, the Applicant must comply with the Agriculture and Rural Development Grant Regulation.

**20.2** The Applicant acknowledges and agrees that AF publicly discloses the following information for all grant recipients: the grant recipient name, the amount of the grant, the program the grant is paid under, and the payment date. The Applicant also acknowledges and agrees that the Federal Crown is authorized to publicly release the grant recipient's name, the amount of the grant, and the program the grant is paid under.

## **21.0 SURVIVAL**

**21.1** Despite any other provision of the Grant Agreement, those sections which by their very nature continue after the conclusion or termination of the Grant Agreement shall continue after such conclusion or termination.

## **22.0 ASSIGNMENT**

**22.1** The Applicant may not assign the Grant Agreement or any right or benefit under it.

## **23.0 GOVERNING LAW**

**23.1** The Grant Agreement shall be construed, interpreted, and applied in accordance with the laws and in the courts of the Province of Alberta.

## **24.0 NO AGENCY**

**24.1** Nothing in the Grant Agreement is intended to constitute the parties as an agent of the other for any purpose, or to create any relationship of agency, partnership or joint venture.

## **25.0 SEVERABILITY**

**25.1** The terms and conditions of the Grant Agreement are severable, and any term or condition determined to be void or unenforceable in whole or in part shall not be deemed to affect or impair the validity of the Grant Agreement or any other term or condition of it.

## **26.0 CHANGE TO THE PROGRAM OR PROGRAM TERMS AND CONDITIONS**

**26.1** The Minister may change or terminate the Program at any time without notice. If the Minister changes the Program, the revised Program Terms and Conditions will be posted on the Program website.

## **27.0 MINISTERIAL DISCRETION**

- 27.1** The Minister has the absolute discretion to determine the eligibility of any Applicant under this Program and any payment due under the Program. The decision of the Minister is final.