

# TERMS AND CONDITIONS RISK MITIGATION PROGRAM

## 1.0 PURPOSE

The purpose of the Risk Mitigation Program is to support projects that proactively mitigate risks to protect and safeguard Alberta's animal and plant resources, farm families and workers, food supply, and irrigation conveyance works.

There are 7 Subject Areas under the Risk Mitigation Program:

1. Animal Health Biosecurity
2. Animal Health Traceability
3. Animal Welfare Humane Slaughter
4. Food Safety
5. Irrigation Conveyance Works
6. Farm Safety
7. Plant Health

Each Subject Area is described in a separate Subject Area Criteria Document that is an appendix to these Program Terms and Conditions.

These Program Terms and Conditions contain the general rules that apply to all Applicants under the Program. Each Subject Area Criteria Document contains the specific rules about a particular Subject Area which apply to Applicants under that Subject Area. Applicants are therefore governed by both these Program Terms and Conditions, as well as the Subject Area Criteria Document for the specific Subject Area the Applicant is applying under.

There is limited funding in the Program. Applications will be divided into seven streams based on the Subject Area the Applicant is applying under. Applications completed to the satisfaction of the Minister will be considered for approval as described in the Subject Area Criteria Document governing the Subject Area the Applicant is applying under.

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 and all of the Subject Area Criteria Documents, the following terms have the following meanings:

- 2.1 AF:** means Alberta Agriculture and Forestry;
- 2.2 Applicant:** means the legal entity that submits an Application, and meets the eligibility criteria in the Subject Area Criteria Document governing the Subject Area the legal entity is applying under;

- 2.3 Application:** means the Program application form, and all documents required to be submitted pursuant to that form, the Program Terms and Conditions, and the Subject Area Criteria Document governing the Subject Area the Applicant is applying under;
- 2.4 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;
- 2.5 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, the Program Terms and Conditions, and the Subject Area Criteria Document governing the Subject Area that the Applicant applied under;
- 2.6 Canadian Agricultural Partnership:** means the Federal-Provincial-Territorial Canadian Agricultural Partnership;
- 2.7 Eligible Expenses:** means the expenses listed in the Approval Letter or Executed Grant;
- 2.8 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;
- 2.9 Federal Crown:** means Her Majesty the Queen in Right of Canada;
- 2.10 Final Report:** means the final report described in s. 7.2 or s. 8.2 of these Program Terms and Conditions, as applicable to an Applicant depending on the manner of the grant payment;
- 2.11 Fiscal Year:** means the 12-month period beginning April 1 of any year and ending March 31 of the following year;
- 2.12 Grant Agreement:** means the term used in the Program Terms and Conditions and Subject Area Criteria Documents to reference either an Approval Letter Grant or an Executed Grant;
- 2.13 In-Kind Contributions:** means contributions other than direct cash contributions that:
- a) defray the total cost of the Project, including the provision of services, equipment, materials, or non-incremental labor required in the planning, conducting or managing of the Project; and
  - b) are provided by the Applicant or other organizations contributing to the Project (excluding vendors).
- 2.14 Indian Band:** means an Indian Band in Alberta (as defined under the Indian Act);
- 2.15 Metis Settlement:** means a Metis Settlement in Alberta (as defined under the Metis Settlement Act);

- 2.16 Minister:** means the Minister of AF and his authorized representative(s);
- 2.17 Non-Arm's Length Transactions:** means expenses incurred in transactions between:
- a) individuals who are related to each other by blood, marriage, adoption, or common-law relationships; or
  - b) any persons with close business ties;
- 2.18 Program:** means the Canadian Agricultural Partnership Risk Mitigation Program;
- 2.19 Program Term:** means the time period for the Program, being April 1, 2018 to March 31, 2023;
- 2.20 Program Terms and Conditions:** means the terms and conditions for the Program set out in this document, as may be amended;
- 2.21 Project:** means the activities described in the Approval Letter or Executed Grant that have Eligible Expenses associated with them;
- 2.22 Project Term:** means the period between the start date and the end date stated in the Approval Letter or Executed Grant;
- 2.23 Proposed Project:** means the activities described in the Application;
- 2.24 Provincial Crown:** means Her Majesty the Queen in the Right of Alberta;
- 2.25 Subject Area:** means one of the seven subject areas under the Program;
- 2.26 Subject Area Criteria Document:** means the document that contains the rules governing a particular Subject Area and which is an appendix to these Program Terms and Conditions;
- 2.27 Statement of Certification:** means the statement of certification in the Program application form;
- 2.28 Status Reports:** means the status reports described in s. 7.1 or s. 8.1 of these Program Terms and Conditions, as applicable to an Applicant depending on the manner of the grant payment; and
- 2.29 Travel Expense Policy:** means the Alberta Canadian Agricultural Partnership Travel Expense Policy posted on the Alberta Canadian Agricultural Partnership website, as may be amended.

### 3.0 ELIGIBILITY AND PROJECT REQUIREMENTS

- 3.1** Refer to the Subject Area Criteria Documents for the eligibility criteria for each Subject Area, as well as any specific requirements with respect to each Subject Area.

- 3.2 If an Application is approved, all Eligible Expenses must be incurred by the Applicant during the Project Term.
- 3.3 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.
- 3.4 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 Barter and exchange transactions are not eligible under the Program. Only expenses incurred in monetary transactions evidenced by invoices are eligible under the Program.
- 3.6 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.
- 3.7 Acceptance of an Application under the Program creates no obligations on the part of the Provincial Crown or Federal Crown to provide licenses, permits, authorizations, or approvals under any legislation.

#### 4.0 APPLICATIONS

- 4.1 There is limited funding in the Program. For funding purposes, each Subject Area is a separate stream, each with separate funding constraints. Applications will be divided into seven streams according to the Subject Area that Applications are submitted under. Refer to the Subject Area Criteria Documents for how Applications will be considered for funding under each Subject Area stream.
- 4.2 Applications 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, the Program Terms and Conditions, and the Subject Area Criteria Document governing the Subject Area the Applicant is applying under; and
  - (b) any supplementary documentation requested by the Minister.
- 4.3 Applications to the Program must be submitted in one of the following ways:

Email: [CAP.RiskManagement@gov.ab.ca](mailto:CAP.RiskManagement@gov.ab.ca)

Mail: Risk Mitigation Program - Canadian Agricultural Partnership  
 Alberta Agriculture and Forestry  
 Program Delivery Section  
 Suite 301, 7000 113 Street NW  
 Edmonton AB T6H 5T6

Fax: 780-427-5921

- 4.4 Applications must be received by AF or postmarked on or before the date specified on the Program website for the Subject Area the Applicant is applying under.
- 4.5 The Minister may reject any Application that is inaccurate, incomplete or ineligible in the sole discretion of the Minister.
- 4.6 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 an Application unless they have Power of Attorney (submitted with the Application). Either executors or administrators can sign on behalf of estates.
- 4.7 An Application will not be considered complete unless the Statement of Certification is signed.
- 4.8 Submission of an Application does not entitle an Applicant to a grant under the Program.
- 4.9 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.
- 4.10 If an Application for a reimbursement grant of \$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, the Program Terms and Conditions, and the Subject Area Criteria Document governing the Subject Area the Applicant applied under.
- 4.11 If an Application for:
  - a) a reimbursement grant of more than \$50,000; or
  - b) a grant in which a portion of the grant is paid upon executionis 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.

## 5 FUNDING LEVELS

- 5.1 Refer to the Subject Area Criteria Documents for the funding levels under each Subject Area.
- 5.2 There is limited funding in the Program and each Subject Area has separate funding constraints.
- 5.3 Funding received through any other Canadian Agricultural Partnership programs may not be used toward the cost-share requirements of the Program.

- 5.4 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.
- 5.5 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.

## **6 PAYMENTS**

- 6.1 Refer to the Subject Area Criteria Documents for how grant payments will be made under each Subject Area.
- 6.2 The determination of whether an expense incurred by the Applicant constitutes an Eligible Expense that is eligible under the Program is at the sole discretion of the Minister.
- 6.3 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).
- 6.4 Projects and Eligible Expenses qualify only once for payment under the Program.
- 6.5 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.
- 6.6 Applicants cannot assign or defer any payment under this Program.
- 6.7 Payments may be considered farm support payments, and AGR-1 tax slips will be issued in the name of the Applicant, if applicable.
- 6.8 The Applicant shall not return for refund any items that have been approved as an Eligible Expense under the Program.
- 6.9 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 that have been approved as an Eligible Expense under the Program for at least three years after the end of the Project Term.

## **7 REPORTING REQUIREMENTS FOR REIMBURSEMENT GRANTS**

- 7.1 If required by the Minister, an Applicant who receives a reimbursement grant shall provide the Minister with written Status Reports, to the Minister's satisfaction and by the dates specified by the Minister in the Approval Letter or Executed Grant. Each Status Report from an Applicant who receives a reimbursement grant must contain:
  - a) a completed Reimbursement Claim Form with copies of all documentation (e.g. 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 in the time period covered by the Status Report;
- b) any other payments or grants from any level of government in respect of the Project received in the time period covered by the Status Report;
  - c) the status of the Project, including milestones completed, the estimated percentage of the Project completed, and the estimated date of completion of the remainder of the Project;
  - d) any issues that could impact completion of Project activities and/or timelines for completion of the Project;
  - e) if the Project involves training, the following information for the time period covered by the Status Report:
    - i. the number of training events by event type delivered (event types include group in-person, one-on-one, web-based, conference/tradeshows, and peer-to-peer); and
    - ii. the number of participants at training events by event type; and
  - f) any other information requested by the Minister.

The Minister may require that any Status Report be reviewed, assessed, and reported on by the Applicant's auditors. Upon request by the Minister, the Applicant will in a timely manner elaborate on any particular aspect of any Status Report.

**7.2** Unless otherwise specified by the Minister, an Applicant who receives a reimbursement grant shall provide the Minister with a written 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. The Final Report from an Applicant who receives a reimbursement grant must contain:

- a) a completed Reimbursement Claim Form with copies of all documentation (e.g. 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 for the time period from the last date covered by the last Status Report until the end of the Project Term;
- b) any other payments or grants from any level of government in respect of the Project received for the time period from the date covered by the last Status Report until the end of the Project Term;
- c) a financial report detailing all expenditures of the Project in relation to the activities listed in the Approval Letter or Executed Grant, and the expenditures attributed to other funding sources for the Project, including the Applicant's cash contributions;
- d) a description of all Project activities completed by the Applicant
- e) the Applicant's success in meeting the Project's objectives;
- f) a description of the impact of the Project (e.g. benefits or consequences);
- g) if applicable, copies of any publications for industry and/or training materials developed as part of the Project;
- h) if the Project involves training, the following information for the time period from the last date covered by the last Status Report to the end of the Project Term:
  - i. the number of training events by event type delivered (event types include group in-person, one-on-one, web-based, conference/tradeshows, and peer-to-peer); and
  - ii. the number of participants at training events by event type; and

- i) any other information requested by the Minister.

The Minister may require that the Final Report be reviewed, assessed, and reported on by the Applicant's auditors. Upon request by the Minister, the Applicant will in a timely manner elaborate on any particular aspect of the Final Report.

## **8 REPORTING REQUIREMENTS FOR GRANTS IN WHICH A PORTION IS PAID UPON EXECUTION**

**8.1** If required by the Minister, an Applicant who receives a grant in which a portion is paid upon execution shall provide the Minister with written Status Reports, to the Minister's satisfaction and by the dates specified by the Minister in the Executed Grant. Each Status Report from an Applicant who receives a grant in which a portion is paid upon execution must contain:

- a) the status of the grant proceeds, including all expenditures of the grant proceeds for the time period covered by the Status Report and cumulative for the Project, and the amount of grant proceeds currently held by the Applicant;
- b) all documentation and calculations used to determine the Eligible Expenses incurred in the time period covered by the Status Report, including copies of relevant 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 in the time period covered by the Status Report;
- c) any other payments or grants from any level of government in respect of the Project received in the time period covered by the Status Report;
- d) the status of the Project, including milestones completed, the estimated percentage of the Project completed, and the estimated date of completion of the remainder of the Project;
- e) any issues that could impact completion of Project activities and/or timelines for completion of the Project;
- f) if the Project involves training, the following information for the time period covered by the Status Report:
  - i. the number of training events by event type delivered (event types include group in-person, one-on-one, web-based, conference/tradeshows, and peer-to-peer); and
  - ii. the number of participants at training events by event type; and
- g) any other information requested by the Minister.

The Minister may require that any Status Report be reviewed, assessed, and reported on by the Applicant's auditors. Upon request by the Minister, the Applicant will in a timely manner elaborate on any particular aspect of any Status Report.

**8.2** Unless otherwise specified by the Minister, an Applicant who receives a grant in which a portion is paid upon execution shall provide the Minister with a written Final Report, to the Minister's satisfaction and by the date specified by the Minister in the Executed Grant, or by no later than 30 days after the earlier termination of the Executed Grant, whichever occurs first. The Final Report for an Applicant who receives a grant in which a portion is paid upon execution must contain:

- a) all documentation and calculations used to determine the Eligible Expenses incurred by the Applicant for the time period from the last date covered by the last



Status Report to the end of the Project Term, including copies of relevant 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) any other payments or grants from any level of government in respect of the Project received for the time period from the last date covered by the last Status Report until the end of the Project Term;
- c) a financial report detailing all expenditures of the Project in relation to the activities listed in the Executed Grant, the expenditures attributed to the grant proceeds, and the expenditures attributed to other funding sources for the Project, including the Applicant's cash contributions;
- d) a description of all Project activities completed by the Applicant
- e) the Applicant's success in meeting the Project's objectives;
- f) a description of the impact of the Project (e.g. benefits or consequences);
- g) if applicable, copies of any publications for industry and/or training materials developed as part of the Project;
- h) if the Project involves training, the following information for the time period from the last date covered by the last Status Report to the end of the Project Term:
  - i. the number of training events by event type delivered (event types include group in-person, one-on-one, web-based, conference/tradeshows, and peer-to-peer); and
  - ii. the number of participants at training events by event type; and
- i) any other information requested by the Minister.

The Minister may require that the Final Report be reviewed, assessed, and reported on by the Applicant's auditors. Upon request by the Minister, the Applicant will in a timely manner elaborate on any particular aspect of the Final Report.

## **9 GENERAL REPORTING AND NOTICE REQUIREMENTS**

- 9.1** The Applicant shall provide the Minister with prompt written notice of any material events, developments, or circumstances arising in relation to the Project.
- 9.2** The Minister may request the Applicant to submit additional written reports during the Project Term, which the Applicant shall submit, to the Minister's satisfaction, by the dates specified by the Minister.
- 9.3** The Applicant agrees to cooperate with the Minister in the completion of any audit, evaluation, or inspection of the Project or of the grant.

## **10 AMENDING GRANT AGREEMENTS**

- 10.1** 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 the applicable Subject Area Criteria Document 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 the applicable Subject Area Criteria Document 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.

**10.2** The Minister is not required to approve any proposed amendment to a Grant Agreement.

**10.3** 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.

## **11 VERIFICATION**

- 11.1** 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.
- 11.2** All items on an invoice submitted by the Applicant must be listed separately, and the cost for each Eligible Expense must be clearly identified.
- 11.3** 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.
- 11.4** The Applicant shall carry out its financial functions under the Grant Agreement in accordance with generally accepted accounting principles.
- 11.5** The Applicant agrees to give the Minister and representatives of the Minister access to examine their 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.

- 11.6** 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.

## **12 INSPECTION**

- 12.1** 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 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.

## **13 NON-COMPLIANCE**

- 13.1** 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.
- 13.2** 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. 13.2(a)(ii); and
    - iii. provide an accounting of the full amount of the grant with an audit report.

## 14 COMMUNICATIONS

- 14.1** 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.
- 14.2** Communications and communication material related to the Program must be approved by the Minister.
- 14.3** The Applicant shall adhere to the Canadian Agricultural Partnership communication standards as amended for all communications related activities related to the Project, by ensuring that:
- (a) the Canadian Agricultural Partnership graphic standard, the official mark Alberta, and the official mark Canada are applied and represented in this order; and
  - (b) the official mark Canada and the official mark Alberta are applied equally. Electronic copies of the Canadian Agricultural Partnership graphic standard, the official mark Alberta, and the official mark Canada may be obtained from the Minister upon request.
- 14.4** 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.
- 14.5** 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.

## 15 INTELLECTUAL PROPERTY

- 15.1** The Applicant shall own any intellectual property, including copyright, trademarks and patents over the materials developed or arising from the course of carrying out the Project, unless otherwise specified in the Approval Letter or Executed Grant.
- 15.2** Although the Minister is not intended to have ownership of copyright or any other intellectual property generated by the Applicant in the course of completing the Project, the Minister shall be entitled to make such non-commercial use of any intellectual property delivered in the Applicant's reporting as it sees fit (including excerpts therefrom), and the Applicant shall, upon request, provide to the Minister any specific licenses or authorizations as may be required, including if necessary the supply of waivers of moral rights as may be required for the use of excerpts from the intellectual property.

## 16 INDEMNITY, LIABILITY AND INSURANCE

- 16.1** The Applicant shall indemnify and hold harmless the Minister, its employees and agents from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) in relation to the Project arising from the negligence, other tortious act

or willful misconduct by the Applicant, or those for whom the Applicant is legally responsible. This section shall survive the conclusion or termination of the Grant Agreement.

- 16.2** The Applicant acknowledges that the Provincial Crown and Federal Crown are not liable to the Applicant, the Applicant's heirs, administrators and assigns for the personal injury, property damage, or any other damage, injury, claim or loss whatsoever arising out of the Program and the Applicant's participation in it.
- 16.3** The Applicant, at its own expense and without limiting its obligations under this Agreement, shall insure its operations under a policy of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof and which shall include products liability.
- 16.4** The Minister may require evidence of the required insurance in a form satisfactory to the Minister prior to the commencement of the Project. All required insurance shall be endorsed to provide the Minister with 30 days advance written notice of cancellation or material change restricting coverage.

## **17 REFUNDS**

- 17.1** 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.

## **18 RIGHT OF SET-OFF**

- 18.1** 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.

## **19 FALSE OR MISLEADING INFORMATION**

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

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

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

## **21 REPRESENTATIONS AND WARRANTIES**

- 21.1** By submitting an Application, the Applicant represents and warrants that:
- a) the Applicant is an eligible applicant pursuant to the Subject Area Criteria Document the Applicant submitted an Application under;

- 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.

## 22 CHANGE IN CONTROL

- 22.1** 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.

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

**23.1** 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.

**23.2** 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.

## **24 SURVIVAL**

**24.1** 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.

## **25 ASSIGNMENT**

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

## **26 GOVERNING LAW**

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

## **27 NO AGENCY**

**27.1** 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.

## **28 SEVERABILITY**

**28.1** 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.

## **29 HEADINGS**

**29.1** The headings in the Program Terms and Conditions and the Subject Area Criteria Documents are for convenience of reference only and do not affect the interpretation of the Program Terms and Conditions or the Subject Area Criteria Documents.

**30 CHANGES TO THE PROGRAM, PROGRAM TERMS AND CONDITIONS, AND SUBJECT AREA CRITERIA DOCUMENTS**

- 30.1** 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 and/or the revised Subject Area Criteria Documents will be posted on the Program website.

**31 MINISTERIAL DISCRETION**

- 31.1** 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.