1.0 PURPOSE

The purpose of the Accelerating the Advancement of Agricultural Innovation Program is to support activities that demonstrate the feasibility and potential for real world application of Innovations that are new to Alberta or new to the agriculture sector.

There are two programs in the Science and Research theme within the Canadian Agricultural Partnership, both of which support applied research and KTT activities:

1) this Accelerating the Advancement of Agricultural Innovation Program; and
2) the Adapting Innovative Solutions in Agriculture Program.

This document contains the Accelerating the Advancement of Agricultural Innovation Program Terms and Conditions.

There is limited funding in the Program. Applications completed to the satisfaction of the Minister will be considered for approval on a case-by-case basis, subject to Program eligibility criteria, assessment criteria, and funding constraints.

If an application is approved by the Minister, the Applicant must enter into a Grant Agreement with the Minister to be eligible to receive funding under the Program.

2.0 DEFINITIONS

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

2.1 Active Producer: means an individual, proprietorship, corporation, registered partnership, or other organization, including a Hutterite colony, member of an Indian Band, or member of a Métis Settlement that is:

   a) operating in Alberta; and
   b) responsible for the day-to-day management and work on the farm, including responsibility for input costs for 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 **Applied Research and Extension Association**: means an association registered in Alberta as a society that has a focus on agriculture applied research and extension;

2.6 **Canadian Agricultural Partnership**: means the Federal-Provincial-Territorial Canadian Agricultural Partnership;

2.7 **Eligible Capital Expenses**: means the capital expenses listed in the Grant Agreement;

2.8 **Eligible Expenses**: means Eligible Capital Expenses and Eligible Non-Capital Expenses;

2.9 **Eligible Non-Capital Expenses**: means the non-capital expenses listed in the Grant Agreement;

2.10 **Federal Crown**: means Her Majesty the Queen in Right of Canada;

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 signed agreement between the Minister and an Applicant stating the rules governing the grant, specifying the amount of the grant, describing the Project, and listing the Eligible Expenses, as may be amended;

2.13 **Grazing Reserves**: means the 32 provincial grazing reserves administered by Alberta Environment and Parks;

2.14 **Indian Band**: means an Indian Band in Alberta (as defined under the Indian Act);

2.15 **Industry Organization**: means not-for-profit agencies, boards, commissions, associations or societies whose membership includes individuals or businesses involved in crop or livestock agriculture in Alberta;

2.16 **In-Kind Contributions**: means non-monetary contributions considered as part of the total Project valuation;

2.17 **Innovation**: means technologies, products, processes, or practices;

2.18 **Knowledge Translation and Transfer (KTT)**: means sharing knowledge with Alberta agriculture industry stakeholders;

2.19 **Métis Settlement**: means a Métis Settlement in Alberta (as defined under the Métis Settlement Act);

2.20 **Minister**: means the Minister of AF and his/her authorized representative(s);

2.21 **Municipal Government**: means a municipality as defined in the Alberta Municipal Government Act, with the exception of summer villages and improvement districts;

2.22 **Post-Secondary Institution**: means a public college, technical institute, or university, as defined under the Alberta Post-Secondary Learning Act;

2.23 **Program**: means the Canadian Agricultural Partnership Accelerating the Advancement of Agricultural Innovation 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 Grant Agreement 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 Grant Agreement;

2.28 **Proposed Project**: means the activities described in the Application;
2.29 **Provincial Crown**: means Her Majesty the Queen in the Right of Alberta; and

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 The following entities are eligible to apply to the Program:

a) Active Producers;

b) non-profit agricultural groups registered under the Societies Act, such as Applied Research and Extension Associations or forage associations;

c) Industry Organizations;

d) Indian Bands;

e) Métis Settlements;

f) Post-Secondary Institutions; and

g) Municipal Governments.

#### 3.2 Ineligible Applicants

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

a) for-profit entities including research companies, service providers, and agri-businesses offering custom services, consulting services or general services to agricultural clients;

b) Grazing Reserves;

c) federal research stations;

d) religious organizations, churches and similar organizations;

e) food processors or bio-processors;

f) retail businesses and food-service establishments; and

g) any other entities deemed ineligible by the Minister.

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

3.3.1 Activities under the Program must attempt to demonstrate the feasibility and potential for real world application of Innovations that are new to Alberta or new to the agriculture sector.

3.3.2 All Applications under the Program:

a) may include one or more of the applied research activities listed in s. 3.3.3; and

b) must include one or more of the KTT activities listed in s. 3.3.4.

3.3.3 Subject to s. 3.3.1, one or more of the following applied research activities may be included in an Application:

a) proof of concept activities that assess an Innovation under specific conditions to evaluate its potential application for Alberta’s agriculture sectors;

b) feasibility activities that assess the suitability of an Innovation for Alberta’s agriculture sectors;
c) prototype development to establish or validate performance characteristics of an Innovation to function in Alberta;

d) demonstration activities that will enable the showcasing of Innovations (pre-commercial or commercial) with growth potential for use in Alberta agriculture; and

e) pilot activities that scale up Innovations with growth potential under Alberta specific conditions for use in Alberta agriculture sectors.

3.3.4 Subject to s. 3.3.1, one or more of the following KTT activities must be included in an Application, and these activities must be for the extension of knowledge about science and Innovation gained by the Applicant from current or past projects in order to benefit Alberta agriculture sectors:

a) organizing, hosting, facilitating, attending, or presenting at KTT events such as:
   i. group, in-person events such as workshops, seminars or classes;
   ii. web-based events such as webinars;
   iii. on-site activities such as field tours; and
   iv. conferences/tradeshows specifically for KTT and not for sales/marketing;

b) KTT mentorship activities, one-on-one activities, or peer-to-peer activities; or

c) development and distribution of KTT products such as factsheets, videos, publications, and podcasts.

3.3.5 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.

3.3.6 Acceptance of an Application under the Program creates no obligations on the part of the Provincial Crown or Federal Crown to provincial licenses or approvals under any legislation.

3.4 Ineligible Activities

3.4.1 The following activities are not eligible for funding through the Program:

a) scale-up of new technologies beyond pilot studies;

b) commercial marketing activities for products and technologies created through Project activities;

c) commercialization activities (e.g. patenting, registration);

d) private research and development activities;

e) project management;

f) basic research;

g) ongoing website updating and maintenance;

h) new builds or expansions for structure and structural modifications;

i) aquaculture or aquaponics; and
j) any other activity deemed by the Minister to be ineligible.

3.5 Eligible Expenses (must be approved by the Minister)

3.5.1 The following non-capital expenses may be included in an Application:

a) incremental wages for Project personnel directly related to the Project whose primary responsibility is to ensure success of the Project. Personnel must be identified on the Project team (can be new or existing) with specific skill sets required for the Project;

b) costs for fee-for-service providers/contributors justified as essential to the success of the Project;

c) event registrations for a Project team member transferring/delivering knowledge to Alberta agriculture industry stakeholders, e.g. conferences, meetings (excluding AF staff);

d) reasonable travel-related expenses directly related to the Project, as set out in the Alberta Canadian Agricultural Partnership Travel Expense Policy posted on the Alberta Canadian Agricultural Partnership website, as may be amended (excluding AF staff);

e) communications with Alberta agriculture industry stakeholders directly related to the Project, e.g. social media, publication, promotional advertising;

f) cost of new inputs (animal, seed/crop) required for the Project, including per diem costs;

g) costs for the development and delivery of KTT activities;

h) costs for materials, supplies, inputs required for the design, development, implementation, and extension of the Project’s applied research activities;

i) engineering costs for the Project;

j) rentals, leases of venues, technology, and equipment directly related to the Project;

k) cost of surveys related to gathering data required for Project reporting on performance measures; and

l) cost of assessments directly related to Project requirements (e.g. risk, welfare, economic, environmental).

3.5.2 The following capital expenses may be included in an Application:

a) capital purchases of equipment and technology, inclusive of all associated costs, directly required for the Project (e.g. currency exchange, brokerage fees, shipping, installation, modifications, commissioning, validation, certification for use in Alberta).

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 or her 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) Goods and Services Tax (GST), Provincial Sales Tax (PST), Harmonized Sales Tax (HST);
b) costs incurred outside of the Project Term;
c) expenses paid to a Government of Canada department or agency;
d) expenses paid to a Government of Alberta department or agency;
e) expenses for hosting, food, alcohol, non-alcoholic beverages;
f) commercialization expenses, e.g. patent, intellectual property;
g) expenses for commercial marketing materials;
h) expenses for commercial product development;
i) active costs associated with complying with assurance programs;
j) administrative or management costs;
k) ongoing administrative, management and operational costs such as wages and operating costs not directly related to the Project;
l) website hosting/domain registration;
m) software or computer updates;
n) travel expenses not related directly to the Project, including travel expenses to view or pick up equipment/technology;
o) travel expenses for individuals who are not Project team members;
p) costs for lease of office furniture, space and equipment;
q) costs of equipment attached to building such as sinks, walls, doors, plumbing, framing, flooring;
r) costs of repair/maintenance of existing infrastructure including indirect overhead costs; and
s) any other expense deemed by the Minister to be an ineligible expense.

4.0 PROGRAM ASSESSMENT CRITERIA

4.1 Program assessment criteria by which Applications will be assessed are:

a) degree to which the Proposed Project addresses an identified need for an Alberta agriculture sector;
b) level of potential for the Innovation(s) in the Proposed Project to have a sector-wide impact and be adopted in Alberta;
c) extent to which the knowledge gained by Alberta agriculture industry stakeholders from the Proposed Project will positively change Alberta’s agriculture industry;
d) level to which the design of the Proposed Project plan in the Application describes relevant activities, resources, budget, and success measures needed to achieve expected outcomes;

e) range of opportunities (e.g. multiple channels, audiences, timing, and methods) provided in the Application to successfully transfer knowledge gained from the Proposed Project to Alberta agriculture industry stakeholders; and

f) capacity (team members, capabilities, and ability to access resources) demonstrated in the Application to successfully complete all activities for the Proposed Project within timelines stated in the Application.

5.0 APPLICATIONS

5.1 There is limited funding in the Program. Applications will be considered for approval on a case-by-case basis subject to the Program eligibility criteria, assessment criteria, and funding constraints.

5.2 Applications must include:

   a) a completed Program Application form, signed by an authorized representative of the Applicant, and all supporting documents required to be submitted pursuant to that form; and

   b) any supplementary documentation requested by the Minister.

5.3 Applications must be submitted by email to AF.AccelAdapt@gov.ab.ca or by mail to: Accelerating the Advancement of Agricultural Innovation Program, Canadian Agricultural Partnership, Room 303, 7000 - 113 Street NW, Edmonton, Alberta T6H 5T6.

5.4 Applications must be received by AF or postmarked on or before the date specified on the Program website.

5.5 The Minister may reject any Application that is inaccurate, ineligible or incomplete in the sole discretion of the Minister.

5.6 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 Applications unless they have Power of Attorney (submitted with the Application). Either executors or administrators can sign on behalf of estates.

5.7 An Application will not be considered complete unless the Statement of Certification is signed.

5.8 Submission of an Application does not entitle an Applicant to a grant under the Program.

5.9 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.

5.10 If an Application is approved by the Minister, the Applicant must enter into a Grant Agreement with the Minister to be eligible to receive funding under the Program.

5.11 An Applicant under this Program may indicate on their Application if they would like to be considered for funding under the Adapting Innovative Solutions in Agriculture Program if their Application under this Program is determined to be ineligible. If an Applicant indicates this on their Application and their Application is determined to be ineligible under this Program, their Application will be considered for funding under the Adapting Innovative Solutions in Agriculture Program.
without being required to submit an application to the Adapting Innovative Solutions in Agriculture Program.

6.0 FUNDING LEVELS

6.1 The Program provides grants on a cost-shared basis to cover Eligible Expenses for approved Projects up to the following maximums:

a) $250,000 per Applicant in a Fiscal Year; and

b) $500,000 per Applicant over the Program Term.

6.2 Eligible Expenses will be cost-shared as follows:

a) Eligible Non-Capital Expenses will be cost shared at 50% grant and 50% Applicant; and

b) Eligible Capital Expenses will be cost-shared at 20% grant and 80% Applicant.

6.3 In-Kind Contributions are not payable under the Program, but In-Kind Contributions may be considered by the Minister as part of the Applicant’s required contribution under s. 6.2, subject to the following:

a) In-Kind Contributions are subject to the same financial review procedures as other Eligible Expenses and must be adequately documented to the satisfaction of the Minister; and

b) the Minister has the absolute discretion to reduce or reject any In-Kind Contribution if the Minister is not satisfied that the In-Kind Contribution is reasonable and properly verified.

6.4 Funding received through any other Canadian Agricultural Partnership programs may not be used toward the cost-share requirements of the Program.

6.5 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.

6.6 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 Successful Applicants will be required to enter into a Grant Agreement with the Provincial Crown prior to any payment being made to the Applicant.

7.2 Payments to Applicants will be made as follows:

a) upon execution of the Grant Agreement, an initial payment of 50% of the maximum approved grant amount stated in the Grant Agreement; and

b) the remaining 50% of the maximum approved grant amount shall be paid over the Project Term upon receipt of status reports and/or the final report, as specified in the schedule in the Grant Agreement.

After submission of the Final Report, if the sum of all previous grant payments exceeds the total Eligible Expenses claimed by an Applicant multiplied by the applicable funding levels, no final payment will be made and the Applicant shall immediately pay the unused grant funds to the Provincial Crown.
7.3 The only Eligible Expenses which the Applicant may claim are the Eligible Expenses listed in the Grant Agreement which are directly incurred by the Applicant in completing the Project during the Project Term, unless otherwise authorized by the Minister.

7.4 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.

7.5 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).

7.6 Projects and Eligible Expenses qualify only once for payment under the Program.

7.7 The amount of the grant stated in the Grant Agreement 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 Grant Agreement.

7.8 Applicants cannot assign or defer any payment under this Program.

7.9 Payments may be considered farm support payments, and AGR-1 tax slips will be issued in the name of the Applicant, if applicable.

7.10 The Applicant shall not return for refund any items for which the Applicant has received a payment under the Program.

7.11 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 status reporting, to the Minister’s satisfaction, in the formats and by dates specified by the Minister in the Grant Agreement, detailing:

   a) the status of the grant proceeds, including a financial report detailing all expenditures of the grant proceeds for the period covered by the status report and cumulative for the Project, and the amount of grant proceeds currently held by the Applicant;

   b) the status of the Project and progress to date including estimated percentage of the work completed and estimated date of completion;

   c) KTT completed in the period covered by the status report, including when, where, how, to whom and impact;

   d) planned activities for the next reporting period;

   e) any other grants, or funds from any level of government received in respect of the Project;

   f) all documentation and calculations used to determine the Eligible Expenses, including without limitation copies of relevant invoices and receipts;

   g) any material events, developments or circumstances arising in relation to the Project; and

   h) 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, the Applicant shall provide the Minister with a final report, to the Minister’s satisfaction, and by a date specified by the Minister in the Grant Agreement or by no later than 30 days after the earlier termination of the Grant Agreement, whichever occurs first, detailing:

a) a list of activities completed by the Applicant in relation to the Project;
b) the objectives that were met and the outcomes that were achieved by the Applicant;
c) a description of the successful aspects of the Project, as well as any opportunities for improvements;
d) the number of Active Producers the Applicant interacted with as part of the Project;
e) copies of all resource materials produced by the Applicant in relation to the Project;
f) a financial report certified by a financial officer of the Applicant detailing all expenditures of the Project in relation to the activities listed in the Application, the expenditures attributed to the grant proceeds, and the expenditures attributed to other funding sources for the Project, including the Applicant’s cash contributions;
g) benefits of the activities conducted in the Project, including all measures and indicators of success;
h) KTT conducted, including a list of Alberta agriculture industry stakeholders interacted with, and the expected impact the knowledge gained will have on their operations; 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.

8.3 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.

8.4 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 sections 3.3.3 and 3.3.4 be added to the Grant Agreement, or that approved activities described in the Grant Agreement be removed;
   ii. expenses described in sections 3.5.1 or 3.5.2 be added to the Grant Agreement or that Eligible expenses listed in the Grant Agreement be removed; or
   iii. the Project Term be changed.

b) If the Minister approved a proposed amendment, the Minister will enter into an amending agreement with the Applicant

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 Grant Agreement 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 The Applicant agrees to give the Minister and representatives of the Minister access to examine their operation from the effective date of the Grant Agreement 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.

10.6 From the effective date of the Grant Agreement 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 effective date of the Grant Agreement 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 Grant Agreement, 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 Communications and communication material related to the Program must be approved by the Minister.

13.3 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.

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 INDEMNITY, LIABILITY, AND INSURANCE

14.1 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.

14.2 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.

14.3 The Applicant, at its own expense and without limiting its obligations under the Grant 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.

14.4 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.

15.0 REFUNDS

15.1 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.

16.0 RIGHT OF SET-OFF

16.1 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.

17.0 FALSE OR MISLEADING INFORMATION

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

18.0 DEBTS TO PROVINCIAL CROWN OR FEDERAL CROWN

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

19.0 REPRESENTATIONS AND WARRANTIES

19.1 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.

20.0 CHANGE IN CONTROL

20.1 From the effective date of the Grant Agreement 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.

21.0 GRANT REGULATION AND DISCLOSURE OF GRANT RECIPIENT INFORMATION

21.1 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.

21.2 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.

22.0 SURVIVAL

22.1 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.

23.0 ASSIGNMENT

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

24.0 GOVERNING LAW

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

25.0 NO AGENCY

25.1 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.

26.0 SEVERABILITY

26.1 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.

27.0 HEADINGS

27.1 The headings in these Program Terms and Conditions are for convenience of reference only and do not affect the interpretation of the Program Terms and Conditions.

28.0 CHANGES TO PROGRAM OR PROGRAM TERMS AND CONDITIONS

28.1 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 Alberta Canadian Agricultural Partnership website.

29.0 MINISTERIAL DISCRETION

29.0 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.