

TERMS AND CONDITIONS

ALBERTA BEEKEEPER STOCK REPLACEMENT PROGRAM

1 Purpose

The purpose of the Alberta Beekeeper Stock Replacement Program is to provide support to Alberta beekeepers to help address the impact of COVID-19 on their beekeeping operations. The program will provide a grant to eligible applicants to assist with the costs for having to purchase replacement stock from Domestic sources as result of COVID-19.

There is limited funding in the Program. Applications completed to the satisfaction of the Minister will be considered for approval on a first-come, first-served basis, subject to Program funding constraints.

Successful Applicants will be sent an Approval Letter. The terms of the grant provided by the Minister to the Applicant under the Program is comprised of and is governed by the Grant Agreement.

2 Definitions

In these Program Terms and Conditions, 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 section 3.1;
- 2.3 **Application:** means the Program application form, and all documents required to be submitted pursuant to that form and the Program Terms and Conditions;
- 2.4 **Approval Letter:** means the letter sent by AF to an Applicant notifying the Applicant that the Applicant has been approved for a grant, specifying the amount of the grant, and listing the Eligible Expenses;
- 2.5 **Beekeeper Registration Number:** means the unique number issued to the Registered Commercial Beekeeper upon completing the beekeeper registration form with AF;
- 2.6 **Brood:** means developing honey bees in the egg, larval, or pupal life stage;
- 2.7 **Brood Chamber:** means the Hive body that houses the wax comb where the eggs, larvae, and pupae develop; primarily filled with Brood, but can contained stored honey and pollen or empty comb;
- 2.8 **Canadian Agricultural Partnership:** means the Federal-Provincial-Territorial Canadian Agricultural Partnership;
- 2.9 **Colony:** means the bee family, normally including a Queen and all the other Honey Bees that live in that Hive, including workers and drones in all various life stages, such as eggs, larvae, pupae and adults;
- 2.10 **COVID-19:** means the coronavirus disease 2019 (coronavirus 2/SARS-CoV-2) outbreak that was declared a global pandemic by the World Health Organization. COVID-19 is the infectious disease caused by the most recently discovered coronavirus. This new virus and disease were unknown before the outbreak began in Wuhan, China, in December 2019;

- 2.11 Domestic:** means one or more Nucleus Colonies, Single Brood Chamber Colonies, Double Brood Chamber Colonies originating only from the provinces of Alberta, British Columbia, Manitoba, and or Saskatchewan;
- 2.12 Double Brood Chamber Colony:** means a full-sized functioning Colony, with a Queen and Worker Bees, comprised of 2 full Brood Chambers (18 – 20 frames of comb filled primarily with Brood);
- 2.13 Eligible Expenses:** means the expenses listed in s. 3.3;
- 2.14 Federal Crown:** means Her Majesty the Queen in Right of Canada;
- 2.15 Grant Agreement:** 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: (a) the *Agriculture and Forestry Grant Regulation*, as may be amended, (b) the Program Terms and Conditions, (c) the Statement of Certification on the Application and (d) the Approval Letter;
- 2.16 Hive:** means the physical structure in which the Honey Bees live;
- 2.17 Honey Bee:** means the bee species *Apis mellifera L*;
- 2.18 Ineligible Expenses:** means the expenses listed in s 3.4;
- 2.19 Minister:** means the Minister of AF and his authorized representative(s);
- 2.20 Nucleus Colony:** means Worker Bees and a Queen on comb, in a small Colony, including 4 – 6 frames of comb, Brood, and stores;
- 2.21 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 the Registered Commercial Beekeeper's operation is located;
- 2.22 Premise ID Number:** means a unique identifying number assigned by the Minister to the Premises;
- 2.23 Program:** means the Canadian Agricultural Partnership Alberta Beekeeper Stock Replacement Program;
- 2.24 Program Term:** means the time period for the Program, being April 1, 2020 to September 30, 2020;
- 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 Provincial Crown:** means Her Majesty the Queen in the Right of Alberta;
- 2.27 Queen:** means an adult reproductive female Honey Bee;
- 2.28 Registered Commercial Beekeeper:** means an active commercial beekeeper responsible for the day-to-day management and work of a bee operation located primarily in Alberta, that had at least 100 Colonies in 2019 and has at least 100 Colonies in 2020, registered under the *Bee Act* for which valid certifications have been issued by AF;
- 2.29 Single Brood Chamber Colony:** means a full-sized functioning Colony, with a Queen and Worker Bees, comprised of 1 full Brood Chambers (9 – 10 frames of comb filled primarily with Brood);
- 2.30 Statement of Certification:** means the statement of certification in the Program application form; and
- 2.31 Worker Bees:** means normally non-reproductive, adult female bees of the species *Apis mellifera L*.

3 Eligibility

3.1 Eligible Applicants

The following entities are eligible to apply under this Program:

- a) individuals, corporations, registered partnerships and other organizations, including Hutterite colonies, members of Indians Bands, and members of Metis Settlements that:
 - i) are a Registered Commercial Beekeeper;
 - ii) have a Permit for Interprovincial Movement of Bees in place prior to importing bees from outside Alberta; and
 - iii) have a valid Premises ID Number.

3.2 Ineligible Applicants

The following entities are not eligible under this Program:

- a) government organizations;
- b) universities;
- c) research stations;
- d) non-profit organizations, including industry organizations; and
- e) any other entity deemed ineligible by the Minister.

3.3 Eligible Expenses

The following expenses are eligible expenses for grant funding under this Program:

- a) reasonable costs for:
 - i) the purchase of Domestic Nucleus Colonies; and/or
 - ii) the purchase of Domestic Single Brood Chamber Colonies; and/or
 - iii) the purchase of Domestic Double Brood Chamber Colonies; and /or
 - iv) the purchase of Queens.

3.4 Ineligible Expenses

The following expenses are ineligible for grant funding under this Program:

- a) costs for transportation or shipping;
- b) costs for the Applicant to increase the number of Hives from 2019 to 2020;
- c) Goods and Services Tax (GST), Provincial Sales Tax (PST), and Harmonized Sales Tax (HST);
- d) financing fees and interest charges;
- e) expenses incurred in transactions between individuals who are related to each other by marriage, or common-law relationships or between entities that have the same Beekeeper Registration Number;
- f) costs incurred by the Applicant to prepare the Application;
- g) costs for normal (day-to-day) operations and general office equipment, as well as overhead, salary/wage support and maintenance costs;
- h) costs to set up a society, association or company, and membership fees, dues and contributions;
- i) costs funded through any other federal, provincial or municipal government grants, programs or projects;
- j) expenses incurred by the Applicant outside of the Program Term; and
- k) any other expense deemed by the Minister to be an ineligible expense.

4 Applications

- 4.1** There is limited funding in the Program. Applications completed to the satisfaction of the Minister will be considered for approval on a first-come, first-served basis, subject to Program funding constraints.
- 4.2** Applications must include:
- a) a completed Application, signed by an authorized representative of the Applicant,
 - b) a copy of the Permit for Interprovincial Movement of Bees dated prior to the bringing in of bees into Alberta from another province during the Program Term, if applicable, and
 - c) 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

Fax: 780-427-5921

- 4.4** Applications must be received by AF before the date specified on the Program website.
- 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 is the only financial assistance the Minister will provide under the Program to the Applicant for the Application.
- 4.10** If an Application for a grant is approved by the Minister, the Applicant will be sent an Approval Letter.
- 4.11** A grant provided by the Minister to the Applicant under the Program shall be governed by (a) the *Agriculture and Forestry Grant Regulation*, as may be amended, (b) the Program Terms and Conditions, (c) the Statement of Certification on the Application and (d) the Approval Letter.

5 Funding Levels

- 5.1** This Program provides funding support at 30% on a reimbursement basis to cover Eligible Expenses for approved Applications to a maximum grant of \$20,000 per Applicant.
- 5.2** Grant funding for Eligible Expenses shall be cost-shared 30% grant and 70% applicant up to the following grant maximums:
- a) for each Nucleus Colony, up to a maximum of \$75 grant per Nucleus colony;
 - b) for each Single Brood Chamber Colony, up to a maximum of \$105 grant per Single Brood Chamber Colony;
 - c) for each Double Brood Chamber Colony, up to a maximum of \$135 grant per Double Brood Chamber Colony; and
 - d) for each Queen, up to a maximum of \$15 per Queen.
- 5.3** Maximum number of Colonies and Queens eligible for funding under the Program equals the total number of Colonies put into winter 2019-2020 less the total number of Colonies that survived to spring of 2020.
- 5.4** To calculate the maximum grant payment per Application, the priority for the processing of Eligible Expenses will be in the following order:

- a) Nucleus Colonies, if any, then
- b) Single Brood Chamber Colonies, if any, then
- c) Double Brood Chamber Colonies, if any, then
- d) Queens.

Calculations will continue until the maximum number of Colonies and/or Queens eligible for funding has been reached or until the maximum Program payment has been reached.

- 5.5** Grant payments will be made based on the Application approved by the Minister pursuant to the Program Terms and Conditions.
- 5.6** The only Eligible Expenses for which the Applicant will receive a grant are the Eligible Expenses which are directly incurred by the Applicant, unless otherwise authorized by the Minister.
- 5.7** 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.
- 5.8** 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** Grant payments will be made on a reimbursement basis based on the Eligible Expenses incurred during the Program Term, claimed by the Applicant in the Application and approved by the Minister.
- 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** Eligible Expenses qualify only once for payment under the Program.
- 6.5** The amount of the grant may be adjusted based on the Eligible Expenses incurred by the Applicant and approved by the Minister.
- 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.

7 General Reporting and Notice Requirements

- 7.1** The Applicant shall provide the Minister with prompt written notice of any material events, developments, or circumstances arising in relation to the Application.
- 7.2** The Applicant agrees to cooperate with the Minister in the completion of any audit, evaluation, or inspection of the grant.

8 Verification

- 8.1** The Applicant must maintain 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.

- 8.2** All items on an invoice submitted by the Applicant must be listed separately, and the cost for each item must be clearly identified.
- 8.3** 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.
- 8.4** The Applicant shall carry out its financial functions under the Program in accordance with generally accepted accounting principles.
- 8.5** 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 Program 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 that are necessary for the audit and evaluation of the grant. 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 under the Program, as well as forfeit any future payments under the Program.
- 8.6** From the effective date of the Grant Agreement until six years following the end of the Program Term, the Applicant shall maintain separate accounting records for the grant and make them available for inspection by the Minister and representatives of the Minister (including the Auditor General of Alberta or any other auditor engaged by the Minister at its own expense) at all reasonable times upon reasonable notice.

9 Inspection

- 9.1** If an Application is approved, from the effective date of the Grant Agreement until three years following the end of the Program 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 grant in order to assess whether the Applicant is in compliance with the Grant Agreement.

10 Non-Compliance

- 10.1** Any one or more of the following shall constitute an event of default ("Event of Default"):
 - a) failure of the Applicant to comply with any of its obligations under the Grant Agreement, in the sole discretion of the Minister;
 - b) the Applicant becomes insolvent or ceases to carry on its operations during the Program Term; and
 - c) a resolution is passed or an application is made for winding up, dissolution, liquidation or amalgamation of the Applicant during the Program Term.
- 10.2** 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. 10.2(a)(ii); and
 - iii) provide an accounting of the full amount of the grant with an audit report.

11 Communications

- 11.1** 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.
- 11.2** Communications and communication material related to the Program must be approved by the Minister.
- 11.3** The Applicant shall adhere to the Canadian Agricultural Partnership communication standards as amended for all communications related activities related to the Application, 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.
- 11.4** 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.
- 11.5** 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.

12 Indemnity, Liability and Insurance

- 12.1** 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 activities and purchase set out in the Application 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.
- 12.2** 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.
- 12.3** 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.

- 12.4** The Minister may require evidence of the required insurance in a form satisfactory to the Minister prior to the Program Term. All required insurance shall be endorsed to provide the Minister with 30 days advance written notice of cancellation or material change restricting coverage.

13 Refunds

- 13.1** 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.

14 Right of Set-off

- 14.1** 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.

15 False or Misleading Information

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

16 Debts to the Provincial Crown or Federal Crown

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

17 Representations and Warranties

- 17.1** By submitting an Application, the Applicant represents and warrants that:
- a) the Applicant is an eligible applicant pursuant to s. 3.1 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 complete 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.

18 Grant Regulation and Disclosure of Grant Recipient Information

18.1 Payments under this Program are grants subject to the *Agriculture and Forestry Grant Regulation*. The Applicant acknowledges that the Applicant must comply with the *Agriculture and Forestry Grant Regulation*.

18.2 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.

19 Survival

19.1 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.

20 Assignment

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

21 Governing Law

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

22 No Agency

22.1 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.

23 Severability

23.1 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.

24 Headings

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

25 Changes to the Program and Program Terms and Conditions

25.1 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.

26 Ministerial Discretion

26.1 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.