

**Sustainable Canadian Agricultural Partnership
Resiliency and Public Trust Program Grant Agreement**

This Agreement is made effective the day of , (the “**Effective Date**”)

BETWEEN:

**HIS MAJESTY IN RIGHT OF ALBERTA,
as represented by the Minister of Agriculture and Irrigation
(the “**Minister**”)**

AND:

(the “**Eligible Applicant**”)

PREAMBLE:

- A. The Minister and Federal Minister entered into the Sustainable Canadian Agricultural Partnership Agreement.
- B. The Resiliency and Public Trust Program is a program under the Sustainable Canadian Agricultural Partnership under which projects may be eligible for grants.
- C. The Eligible Applicant has applied to the Program for a grant for its project.
- D. The Eligible Applicant is prepared to perform and enter certain undertakings relative to the payment of the Grant.

The Minister and the Eligible Applicant agree as follows:

1. INTERPRETATION

1.1 Definitions – In this Agreement:

- a) “**Agreement**” means this agreement, including the schedules,
- b) “**Application**” means the application submitted by the Eligible Applicant to the Program,
- c) “**Effective Date**” means the date first mentioned above,
- d) “**Eligible Activity**” means an activity under the Project, as set out in the Eligible Activity and Expense Schedule,
- e) “**Eligible Activity and Expense Schedule**” means the document at Schedule “A”,
- f) “**Eligible Capital Expenses**” means the capital expenses that are eligible for payment under this Agreement, as listed in the Eligible Activity and Expense Schedule,
- g) “**Eligible Expenses**” means Eligible Capital Expenses and Eligible Non-Capital Expenses,
- h) “**Eligible Non-Capital Expenses**” means non-capital expenses that are eligible for payment under this Agreement, as listed in the Eligible Activity and Expense Schedule,
- i) “**Event of Default**” has the meaning given in section 7.1,

- j) **“Federal Minister”** means His Majesty in Right of Canada, as represented by the Minister of Agriculture and Agri-Food,
- k) **“Final Report”** means the final report described in section 5.2,
- l) **“Grant”** means the grant described in section 2.1,
- m) **“Grant Proceeds”** means the amount of the Grant plus interest or other return obtained by the Eligible Applicant from investing all or part of the Grant pending disbursement on Eligible Expenses,
- n) **“Ineligible Expenses”** means expenses that are not eligible for payment under this Agreement, as listed in section 4.2,
- o) **“Program”** means the Resiliency and Public Trust Program, a program under Sustainable CAP,
- p) **“Program Terms and Conditions”** means the terms and conditions for the Program as of the date that the Application was received by the Minister,
- q) **“Project”** means the project set out in the Eligible Activity and Expense Schedule,
- r) **“Project Term”** means the period between **April 1, 2023** and ,
- s) **“Regulation”** means the *Ministerial Grants Regulation* (AR 215/2022), as may be amended or superseded from time to time,
- t) **“Reporting and Payment Schedule”** means the document at Schedule “B”,
- u) **“Status Report”** means the report described in section 5.1,
- v) **“Sustainable Canadian Agricultural Partnership”** (or **“Sustainable CAP”**) means the Federal-Provincial-Territorial Sustainable Canadian Agricultural Partnership pursuant to the agreement referenced in paragraph “A” of the Preamble, and
- w) **“Travel Expense Policy”** means the document at Schedule “C” as amended from time to time

1.2 Section Numbers – References in this Agreement to section numbers are to the corresponding numbered provisions of this Agreement.

1.3 Schedules – The following Schedules are attached to and form part of this Agreement:
Schedule “A” – Eligible Activity and Expense Schedule
Schedule “B” – Reporting and Payment Schedule
Schedule “C” – Travel Expense Policy

1.4 Program Terms and Conditions – The Program Terms and Conditions form part of the Agreement.

1.5 Entire Agreement – This Agreement is the entire agreement between the Minister and the Eligible Applicant with respect to support by the Minister of the Project, and supersedes all previous agreements, correspondence, negotiations, and understandings. There are no agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement. In the event of a conflict between the body of this Agreement and a schedule, the body shall prevail. In the event of a conflict between the Agreement and the Program Terms and Conditions, the Agreement shall prevail.

1.6 Regulation – Nothing in this Agreement relieves the Eligible Applicant from strict compliance with the Regulation or otherwise affects the interpretation or application of the Regulation.

2. THE GRANT

2.1 Payment of Grant – Subject to the terms and conditions of this Agreement, the Minister will contribute up to \$ _____ by way of grant (the “Grant”) to the Eligible Applicant for the purposes of the Project.

2.2 Amount of Grant – The amount payable under section 2.1 may be adjusted as follows:

- a) The Minister shall provide support for the Eligible Expenses for each Eligible Activity on a cost-shared basis as set out in the Eligible Activity and Expense Schedule. The total amount of the Grant payable to the Eligible Applicant, pursuant to the Regulation and subject to the provisions of this Agreement, shall be based upon Eligible Expenses that are claimed by the Eligible Applicant and approved by the Minister. The amount of the Grant stated in section 2.1 shall be adjusted so the total amount of the Grant equals all Eligible Expenses claimed by the Eligible Applicant and approved by the Minister during the Project Term, after application of the cost-share requirement, but in no event shall the amount of the Grant exceed the amount stated in section 2.1. If the Eligible Expenses claimed by the Applicant and approved by the Minister during the Project Term are ultimately less than the amount stated in section 2.1, the Grant will be reduced upon review by and at the absolute discretion of the Minister, and the Eligible Applicant shall immediately repay the difference to the Minister.
- b) If the total amount of funding from federal, provincial, and municipal governments exceeds 100% of the Eligible Expenses incurred by the Eligible Applicant, the amount of the Grant shall be adjusted so that the total government funding for Eligible Expenses does not exceed 100% of these expenses.
- c) The Eligible Applicant may not receive more than \$500,000 per year under this Agreement.
- d) The Eligible Applicant may not receive more than \$250,000 per year under this Agreement in respect of Eligible Non-Capital Expenses.

2.3 Cost-share – The cost of approved Eligible Expenses must be shared as follows:

- a) Eligible Non-Capital Expenses: 60% Program and 40% Eligible Applicant, and
- b) Eligible Capital Expenses: 25% Program and 75% Eligible Applicant.

Funding received through any other Sustainable CAP programs may not be used toward the cost-share requirements of the Program.

2.4 Timing of Grant – Subject to the terms and conditions of the Agreement and any adjustments to the Grant amount made pursuant to section 2.2, the Minister will pay the Grant to the Eligible Applicant at the times and in the amounts set out in the Reporting and Payment Schedule.

2.5 No Other Financial Assistance - The Eligible Applicant acknowledges that the Grant may not be sufficient to cover the entire cost of the Project and that the Eligible Applicant shall be solely responsible for raising funds from other sources to complete the Project. The Eligible Applicant acknowledges that the Grant is the only financial assistance the Minister will provide to the Eligible Applicant for the Project.

2.6 No Obligation to Provide Licenses or Approvals - The Eligible Applicant acknowledges that the payment of a Grant under this Program creates no obligation on the part of the Minister or the Federal Minister to provide licenses or approvals under any legislation.

2.7 Change of Funding Levels - 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. The Eligible Applicant acknowledges that federal and provincial funding levels may change and is not undertaking any Eligible Activity solely in reliance on funding from the Minister.

2.8 No Assignment or Deferral – The Eligible Applicant may not assign or defer any payment under this Agreement.

3. ELIGIBLE ACTIVITY

3.1 Items Purchased – Except for items permanently affixed to land sold by the Eligible Applicant, equipment for which the Eligible Applicant received payment under the Program must, during the Project Term and for at least three (3) years afterwards, remain owned by the Eligible Applicant and not sold, returned, traded, or gifted.

3.2 Completion of the Eligible Activity – The Eligible Applicant agrees to undertake all reasonable efforts to proceed diligently and in a timely manner with each Eligible Activity in accordance with the Eligible Activity and Expense Schedule. The Eligible Applicant shall complete each Eligible Activity by the date specified in the Eligible Activity and Expense Schedule, unless otherwise approved in writing by the Minister. The Eligible Applicant shall complete all Eligible Activities by the end of the Project Term.

3.3 Alteration of Eligible Activity – The Eligible Applicant shall not alter an Eligible Activity in any respect material to this Agreement, except with the prior written consent of the Minister. Alteration of the Eligible Activity may result in a reduction of the Grant, in the sole discretion of the Minister.

3.4 Sub-Contracting – Eligible Applicants are generally expected to complete each Eligible Activity themselves, but it is recognized that they may have to contract with other entities to complete parts of their Eligible Activities. If the Eligible Applicant wishes to have other entities complete parts of an Eligible Activity, and this is not set out in the Eligible Activity and Expense Schedule, then the Eligible Applicant must give the Minister a written proposal describing:

- a) what activities are to be carried out by other entities,
- b) why it is necessary that other entities to carry out these activities,
- c) the major terms under which the other entities will carry out these activities (e.g. payment), and
- d) any other information requested by the Minister.

The Eligible Applicant may not subcontract the performance of any part of an Eligible Activity unless approved by the Minister in writing.

3.5 Compliance with Laws – In completing an Eligible Activity, the Eligible Applicant shall:

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

4. ELIGIBLE EXPENSES

4.1 Eligible Expenses – Unless otherwise permitted by the Minister, to be approved as an Eligible Expense, an expense must:

- a) be listed in the Eligible Activity and Expense Schedule,
- b) have been incurred directly in furtherance of the Eligible Activity, during the period specified in the Eligible Activity and Expense Schedule for that Eligible Activity (subject to any extension allowed under section 3.2),
- c) have been incurred by, invoiced to, and paid by the Eligible Applicant,
- d) be of fair market value and have been incurred following a competitive process that is transparent, fair, and promotes the best value for the money expended,
- e) if it is a travel related expense, comply with the Travel Expense Policy,
- f) be calculated based on the actual out-of-pocket cost to the Eligible Applicant (e.g., cost less rebates, discounts, incentives and/or credits, whether provided at the time of purchase or at a later date), and
- g) not be an Ineligible Expense.

4.2 Ineligible Expenses – In no event shall any of the following be an Eligible Expense:

- a) expenses not incurred by the Eligible Applicant in carrying out an Eligible Activity,
- b) travel expenses not in compliance with the Travel Expense Policy,
- c) expenses associated with activities that are ineligible for the Program, including: purchase or construction of real property, roads, or structural works; activities associated with aquaculture, aquaponics, or seafood processing; and activities that provide province-specific branding, promotion or marketing activities that are detrimental to another province or territory,
- d) the individual or exclusive purchase of multi-purpose/commonly-used equipment, e.g. computer hardware/software, digital cameras, GPS
- e) drainage activities that are not of primary benefit to the agricultural sector
- f) any costs associated with the purchase of land,
- g) costs of lease of office furniture, space, and equipment,
- h) fixtures that are not an Eligible Capital Expense,
- i) costs of equipment for storage purposes, not directly related to the Eligible Activity,
- j) costs associated with the building such as plumbing, framing, flooring, electrical and insulation, unless included as an Eligible Capital Expense to meet food safety requirements,
- k) on-going business operational activities and overhead expenses (such as salaries, consulting expenses, legal costs, financing fees, commissions, warehousing, maintenance costs, utilities, employee benefits, photocopying, website hosting, domain registration, and website maintenance),
- l) staff or consulting expenses for product sale activities, or in market representation for existing products,
- m) advertising expenses to promote day-to-day operations (including radio, social media, vehicle wraps, billboards, signage),
- n) sponsorships,
- o) vehicles of any kind (e.g., trucks, forklifts, refrigerated trucks),

- p) expenses related to non-specific activities, such as those marked “miscellaneous”,
- q) Goods and Services Tax (GST), Provincial Sales Tax (PST), and Harmonized Sales Tax (HST),
- r) costs incurred outside of the Project Term, as determined by the Minister, and
- s) any other expense deemed ineligible by the Minister.

4.3 Calculation of Eligible Expenses – Eligible Expenses shall be calculated based on the actual out-of-pocket cost to the Eligible 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).

4.4 Approval and Determination of Eligible Expenses – The Minister has the sole discretion to approve or not approve a claimed expense as an Eligible Expense, and may determine the amount of an Eligible Expense where:

- a) the Minister considers the amount of a claimed Eligible Expense to be unreasonable or not reflective of actual out-of-pocket cost, or
- b) the Eligible Applicant fails to establish the amount of an Eligible Expense to the satisfaction of the Minister.

4.5 Claims for Eligible Expenses – The Eligible Applicant may submit a claim for an Eligible Expense by reporting the Eligible Expense in the Status Report or Final Report, as the case may be, that is due for the reporting period in which the Eligible Expense was incurred.

4.6 Documentation for Eligible Expenses – When submitting a claim or when requested by the Minister, the Eligible Applicant shall in a timely manner provide all documentation required to establish, to the satisfaction of the Minister, the eligibility of that expense as an Eligible Expense (e.g. the nature and amount of the expense, the dates when the expense was incurred and paid, and the Eligible Applicant’s payment of the Eligible Expenses). Examples of acceptable documentation include invoices, receipts, and calculations. The following conditions apply to invoices:

- a) for invoices not generated on an official company voucher or vouchers without a company stamp, a copy of the cancelled cheque (front and back) is required,
- b) the Eligible Applicant’s name must match the name on the invoice,
- c) all items on an invoice must be listed separately and the amount of each item must be clearly identified.

If the Minister is not satisfied that an expense is an Eligible Expense, the Minister shall be entitled to determine the Eligible Expenses of the Eligible Activity, and such determination shall be binding upon the Eligible Applicant.

5. REPORTING, MONITORING, AND INSPECTION

5.1 Status Reports – The Eligible Applicant shall submit Status Report(s), to the Minister’s satisfaction, by the date(s) stated in the Reporting and Payment Schedule. Each Status Report **must** include:

- a) the status of each Eligible Activity and the Project as a whole,
- b) a financial report for the reporting period and cumulative from the start of the Project Term until the end of the reporting period, detailing: expenditures for each Eligible Activity, including those attributed to the Grant Proceeds and those attributed to other funding sources (including the Eligible Applicant’s cash contribution); and the amount of Grant Proceeds currently held by the Eligible Applicant,

- c) the status of the provision of any other grants or payments from any level of government or other contributors in respect of each Eligible Activity, and the provision In-Kind Contributions,
- d) the Applicant's claimed Eligible Expenses for the reporting period, with supporting documentation to establish, to the satisfaction of the Minister, the amount of the expense and its qualification as an Eligible Expense. (Examples of appropriate documentation include: invoices, receipts, proof of payments, calculations. Invoices should be issued in the name of the Applicant and itemized with the cost of each item clearly identified. Claims in respect of cash payments will not be accepted unless accompanied by an official company voucher and proof of payment.),
- e) any material events, developments or circumstances arising in relation to each Eligible Activity, and
- f) any other information requested by the Minister.

5.2 Final Report - The Eligible Applicant shall provide the Minister with a Final Report, in the form provided by the Minister and completed to the Minister's satisfaction, by the date stated in the Reporting and Payment Schedule or by no later than 30 days after the termination of this Agreement. The Final Report must include:

- a) for the Project Term, the items listed at section 5.1(b) to (e),
- b) a report of the Eligible Applicant's success in meeting each Eligible Activity's and the Project's objectives, with a description of the successful aspects of the Eligible Activity and Project, as well as any recommendations for improvements,
- c) copies of any publications for industry, if applicable, and
- d) any other information requested by the Minister.

5.3 The Minister may request, and the Eligible Applicant shall provide in a timely manner:

- a) reviews, assessments or further reports prepared by the Eligible Applicant's auditors regarding Status Reports or the Final Report, and
- b) additional information about any matter in the Status Reports or the Final Report.

5.4 Additional Reports - The Minister may request the Eligible Applicant to submit additional reports during the Project Term which the Eligible Applicant shall submit, to the Minister's satisfaction, by the dates specified by the Minister.

5.5 Generally Accepted Accounting Principles – The Eligible Applicant shall carry out its financial functions under this Agreement in accordance with generally accepted accounting principles.

5.6 Financial Records – From the Effective Date until six (6) years following the end of the Project Term, the Eligible Applicant shall maintain separate books, accounts and records for the Eligible Activity.

5.7 Audits and Evaluations – From the Effective Date until six (6) years following the end of the Project Term, the Minister or the Auditor General of Alberta may attend the operations of the Eligible Applicant for the purpose of conducting an audit or evaluation of the Project, the Eligible Applicant's compliance with this Agreement, or the Program. The Eligible Applicant agrees to make available to the Minister all records, books of account, income tax returns, information, databases, invoices, and audit and evaluation reports that are necessary for these purposes. If the Eligible Applicant fails to provide such access or any required information within a reasonable time on reasonable notice, as determined by the Minister, the Eligible Applicant may be required to refund some or all of the Grant Proceeds, as well as forfeit any future payments to the Grant.

- 5.8 Inspection** – From the Effective Date until three (3) years following the end of the Project Term, the Minister or the Auditor General of Alberta may, at reasonable times and upon reasonable notice to the Eligible Applicant, to attend the operations of the Eligible Applicant for the purpose of examining any record or other items pertinent to the Project in order to assess whether the Eligible Applicant is in compliance with the terms of this Agreement. If the Eligible Applicant fails to provide such access or any required information within a reasonable time on reasonable notice, as determined by the Minister, the Eligible Applicant may be required to refund some or all of the Grant Proceeds, as well as forfeit any future payments of the Grant.
- 5.9 Cooperation** - The Eligible Applicant agrees to cooperate with the Minister in the completion of any audit, evaluation or inspection under this Agreement.
- 5.10 Repayment** – The Eligible Applicant must repay, by the date specified by the Minister, all amounts of the Grant that the Minister determines (whether through an inspection, audit, evaluation or other process) to have been paid in respect of an expense that is not an Eligible Expense.

6. OTHER OBLIGATIONS OF THE ELIGIBLE APPLICANT

- 6.1 Representations and Warranties** - The Eligible Applicant represents and warrants:
- a) it has made full, true and plain disclosure to the Minister of all facts relating to the Project that are material to this Agreement, including without limitation all sources of funding from federal, provincial and municipal governments,
 - b) it is not aware of any discussions to affect a sale, transfer, assignment or pledge of interest which would result in a change of the control of the Eligible Applicant or of the disposition of all or substantially all the assets of the Eligible Applicant,
 - c) it has the necessary financial resources to complete the Project,
 - d) it has adequate human resources, experience and skills to carry out its responsibilities under the Agreement,
 - e) no application has been made for the same Project 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,
 - 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*, (Canada) 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 Eligible Applicant's behalf is registered pursuant to that Act,
 - i) the execution by the Eligible Applicant of this Agreement and the carrying out of this Agreement have been duly and validly authorized by the Eligible Applicant in accordance with applicable law, and this Agreement will constitute a binding legal obligation of the Eligible Applicant,
 - j) it has the power and authority and all necessary licenses and permits to own and operate its properties and carry on its operations, to enter into this Agreement, and to perform its obligations under this Agreement,

- k) there is presently no action, suit, or proceeding being brought or pending or threatened against or affecting the Eligible Applicant which could affect its ability to complete the Project,
- l) if an Eligible Activity requires authorization by an agency, that the Eligible Applicant has obtained such approval prior to the commencement of the Eligible Activity,
- m) it is in compliance with all laws, orders, and authorizations which relate to or affect it and is not subject to any order of any court or other tribunal affecting its operations,
- n) the persons signing is duly authorized to enter the Agreement, bind the Eligible Applicant to the Agreement, and in the case of a partnership, bind the partners to the Agreement on the basis of joint and several liability.

6.2 Change in Control – From the Effective Date until three (3) years after the Project Term, the Eligible 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 Eligible Applicant, or the disposition of all or substantially all of the assets of the Eligible Applicant.

7. NON-COMPLIANCE

7.1 Event of Default – Any one or more of the following, as determined in the Minister's discretion, shall constitute an event of default ("Event of Default"):

- a) failure of the Eligible Applicant to make satisfactory progress on an Eligible Activity over a consecutive two-month period, in the sole discretion of the Minister,
- b) failure of the Eligible Applicant to comply with any of its obligations under this Agreement, in the sole discretion of the Minister,
- c) the Eligible Applicant fails to repay an amount due under this Agreement by the date specified by the Minister,
- d) the Eligible Applicant ceases to carry out an Eligible Activity during the Project Term, in the sole discretion of the Minister,
- e) the Eligible Applicant provides false or misleading information to the Minister,
- f) the Eligible Applicant becomes insolvent or ceases to carry on its operations during the Project Term,
- g) a resolution is passed, or an application is made for winding up, dissolution, liquidation or amalgamation of the Eligible Applicant.

7.2 Consequences of Default – Upon the occurrence of an Event of Default, the Minister shall give written notice to the Eligible Applicant, specifying the period of time within which the Eligible Applicant must cure the Event of Default. The Eligible Applicant shall diligently work to cure the default after receiving the notice. If the Eligible Applicant does not cure the Event of Default to the Minister's satisfaction:

- a) in addition to any other remedy under this Agreement or at law, the Minister may do one or more of the following:
 - i) withhold payments of the Grant,
 - ii) demand that the Eligible Applicant immediately repay to the Minister all or part of the Grant Proceeds,
 - iii) terminate the Agreement, and

- b) the Minister may require the Eligible Applicant to do one or more of the following, and depending on the requirement, the Eligible Applicant shall immediately:
 - i) make no further commitments for expenditures of the Grant and make no further disbursements that would be Eligible Expenses, except with the Minister's prior written consent,
 - ii) pay to the Minister the amount demanded pursuant to section 7.2(a)(ii),
 - iii) provide an accounting of the full amount of the Grant Proceeds with an audit report.

7.3 Repayments – The Eligible Applicant shall pay the amounts due under this Agreement to the Finance Minister, by the dates set by the Minister. An amount repayable by the Eligible Applicant under this Agreement is a debt due to and recoverable by the Provincial Crown

7.4 Right of Set-Off - The Eligible Applicant agrees that the Minister may set-off against any other grant or amount payable to the Eligible Applicant under any programs administered within Alberta Agriculture and Irrigation any amounts that become repayable by the Eligible Applicant to the Minister under the provisions of this Agreement.

7.5 Debts to the Minister or Federal Minister – The Minister has the right to deduct from the Grant any amount due and owing to the Minister or Federal Minister.

8. INDEMNITY

8.1 Indemnity – The Eligible 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 Eligible Activity arising from the negligence, other tortious act or willful misconduct by the Eligible Applicant, or those for whom the Eligible Applicant is legally responsible. This section shall survive the conclusion or termination of this Agreement.

8.2 Liability – The Eligible Applicant acknowledges that the Provincial Crown is not liable to the Eligible Applicant, the Eligible Applicant's successors and assigns for the personal injury, property damage, or any other damage, injury, claim or loss whatsoever arising out of the Program and the Eligible Applicant's participation in it.

9. COMMUNICATIONS AND DISCLOSURE OF INFORMATION

9.1 Public Presentation of Results – Upon request by the Minister, the Eligible Applicant shall provide a speaker, presentation, interview or similar contribution, upon completion of the Project that the Minister may use as part of a showcase, speaker series, Agri-News article, or similar vehicle to highlight resiliency and public trust projects supported by the Program.

9.2 Announcements – The Eligible Applicant shall not make any public announcement regarding the Minister's funding under this Agreement except in consultation with the Minister, and with the approval of the Minister as to the content of the announcement.

9.3 Approval of Communications – Communications and communication materials related to the Eligible Activity must be approved by the Minister.

9.4 Disclosure – The Eligible Applicant acknowledges and agrees that the Minister may disclose this Agreement and its contents by any means chosen by the Minister including without limitation tabling it before the Legislature. The Eligible Applicant further acknowledges and agrees that the Minister will publicly disclose the following information relating to the Agreement in accordance with the *Fiscal Planning and Transparency Act*: grant recipient name, amount of the grant, the program under which the grant is paid, and the payment date. The Eligible 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 general nature of the Project.

9.5 Access to Information Act – The Eligible Applicant acknowledges that information and records maintained by the Minister relating to this Agreement are subject to the *Access to Information Act* (Alberta). The legislation allows any person a right of access to records in the custody or under the control of a public body, subject to limited and specific exceptions.

10. INTELLECTUAL PROPERTY

10.1 Non-Commercial Use by Minister – The Eligible Applicant shall own any intellectual property, including any copyright, trademarks, and patents, over the materials developed or arising from the course of carrying out the Project. The Minister may use, for non-commercial purposes, the intellectual property delivered in the Eligible Applicant's reporting (including excerpts therefrom), and the Eligible Applicant shall, upon request, provide to the Minister any specific licenses or authorizations as may be required, including waivers of moral rights.

11. NOTICES

11.1 Notices – All notices or documents required or permitted to be given or submitted by one party to the other under this Agreement shall be deemed given or submitted to the other party if in writing and either personally delivered, sent by registered mail, or sent by e-mail to the office of the addressee as follows:

- a) if to the Minister:
- b) if to the Eligible Applicant:

Either party may change its contact information by giving notice to the other in the above manner.

11.2 Delivery of Notice – Notices are effective as follows:

- a) If sent by personal delivery, with proof of delivery,
- b) If sent by registered mail, with proof of receipt,
- c) If sent by ordinary mail, seven (7) calendar days after the date on which the notice was mailed, or
- d) If sent by e-mail, effective on receipt by the recipient, subject to section 11.3.

11.3 E-Mail – Notices or documents may be delivered by e-mail if the notice or document is sent to the designate specified in section 11.1 at the specified address, and

- a) the electronic agent receiving the document or notice at that address receives the notice or document in a form that is usable for subsequent reference, and
- b) the sending electronic agent obtains or receives a confirmation that the transmission to the address of the person to be served was successfully completed.

12. GENERAL

- 12.1 Amendment** – During the Project Term, the Eligible Applicant may request that:
- a) activities described in the Eligible Activity and Expense Schedule be added, modified or removed,
 - b) Eligible Expenses listed in the Eligible Activity and Expense Schedule be added, modified, or removed, or
 - c) the Project Term be changed,
- by submitting a written request to the Minister outlining and justifying the proposed amendments. If the Minister approves a proposed amendment, the Minister will enter into an amending agreement with the Eligible Applicant. The Minister is not required to approve any proposed amendment.
- 12.2 Waiver** – This Agreement may be amended in writing signed by duly authorized representatives of each party. Any waiver by any party of the performance by another of an obligation under this Agreement must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed otherwise.
- 12.3 Assignment** – The Eligible Applicant may not assign this Agreement or any right or benefit under it.
- 12.4 Survival** – Despite any other provision of this Agreement, those sections which by their nature continue after the termination of this Agreement shall continue after such termination.

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- 12.5 Counterparts** – This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement. Communication of execution by e-mailed PDF will constitute delivery.

SIGNED BY THE PARTIES:

**HIS MAJESTY IN RIGHT OF
ALBERTA, as represented by the
Minister of Agriculture and Irrigation**

[ELIGIBLE APPLICANT]

Per: _____
[name, title]

Per: _____
[name, title]

Date

Date

SCHEDULE “A” – Eligible Activity and Expense Schedule

A. **PROJECT**

Project title:

Priority Area:

Project Term: As defined at section 1.1 of the Agreement.

Description: As stated in Part B of the Application: “Proposed Project”, “Alignment with Program’s General Desired Outcomes”, and “Project Feasibility and Sustainability”.

B. **ELIGIBLE ACTIVITIES**

ELIGIBLE ACTIVITY 1: [TITLE]

Short description: *[insert title from Funding List]*

Description:

[insert from Part B of the Application: “Project Management and Measurement, with modifications as required]

ELIGIBLE ACTIVITY 2: [TITLE]

Short description: *[insert title from Funding List]*

Description:

[insert from Part B of the Application: “Project Management and Measurement, with modifications as required]

C. **EXPENSE SCHEDULE**

Note: The cost of Eligible Expenses must be shared by the Applicant and Program as follows:
(1) Eligible Non-Capital Expenses: 60% Program, 40% Applicant (2) Eligible Capital Expenses: 25% Program, 75% Applicant.

	Approved Cost	Grant Contribution	Applicant Contribution
ELIGIBLE ACTIVITY 1: [SHORT TITLE]			
Eligible Non-Capital Expenses			
1. <i>Salary</i>	100	60	
2. <i>Consultant</i>	200	120	
Sub-total	300	180	120
Eligible Capital Expenses			
1. <i>Equipment</i>	200	50	
Sub-total	200	50	150
TOTALS FOR ELIGIBLE ACTIVITY 1	<u>500</u>	<u>230</u>	<u>270</u>
ELIGIBLE ACTIVITY 2: [SHORT TITLE]			
Eligible Non-Capital Expenses			
1. <i>Salary</i>	300	180	
2. <i>Consultant</i>	400	240	
Sub-total	700	420	280
Eligible Capital Expenses			
1. none			
Sub-total	0	0	0
TOTALS FOR ELIGIBLE ACTIVITY 2	<u>700</u>	<u>420</u>	<u>280</u>
TOTAL FOR PROJECT	<u>1200</u>	<u>650</u>	<u>550</u>

TOTAL GRANT PAYABLE FOR
ELIGIBLE NON-CAPITAL
EXPENSES:

\$600

Schedule "B" – Reporting and Payment Schedule

A. PAYMENT SCHEDULE

For the purposes of section 2.4 of the Agreement, the Minister shall pay the Grant as follows:

Amount (\$)	Milestone
\$XXXX	Upon execution of the Agreement
\$XXXX *	Upon receipt of satisfactory Status Report 1
\$XXXX *	Upon receipt of satisfactory Final Report. *The final instalment of the Grant shall be the lessor of: (a) The amount calculated based on the approved Eligible Expenses multiplied by the applicable funding level stated in the Eligible Activity and Expense Schedule, less the sum of all previous Grant payments; and And (b) the amount in the left column. If the sum of all previous Grant payments exceeds the total Eligible Expenses claimed by the Applicant multiplied by the applicable funding level stated in the Eligible Activity and Expense Schedule, no final payment will be made and the Applicant shall immediately pay the unused Grant funds to the Provincial Crown.
TOTAL: \$XXX	

B. STATUS REPORTS

1. Status Reports are due as follows:

Status Report Number	Status Report Due Date	Time Period Covered by Status Report
1		
2		

C. FINAL REPORT

The Final Report is due on XXXXX or within 30 days after the termination of the Agreement, whichever occurs first.

SCHEDULE “C” – Travel Expense Policy

Alberta Sustainable Canadian Agricultural Partnership Travel Expense Policy

This Alberta Sustainable Canadian Agricultural Partnership Travel Expense Policy applies to all travel-related expenses incurred under this Agreement, and only those expenses stated in this policy are eligible for payment.

- ☞ All travel-related expenses must be reasonable and appropriate in the sole discretion of the Minister.
- ☞ All expenses must be receipted, except for meal allowances.
- ☞ Expenses must be converted to Canadian dollars at time of submission.
- ☞ GST is ineligible.
- ☞ Travel that is cancelled, for any reason, and any associated costs, are not eligible for payment.

This Alberta Sustainable Canadian Agricultural Partnership Travel Expense Policy has been developed based on the Alberta Treasury Board and Finance Travel, Meal and Hospitality Expense Directive.

1. Travel by Air (receipt required)

- ☞ Only economy class air travel is eligible.
- ☞ Trip cancellations and associated costs are not eligible for payment.
- ☞ Cancellation insurance is not eligible for payment.

2. Travel by Ground (receipt required)

- ☞ Taxi or other, intra-city public transportation.
- ☞ Parking.
- ☞ Automobile rental if there is a valid business purpose for renting a vehicle. Size and type must be appropriate for the number of passengers, road conditions, and the nature of need.

3. Business Kilometer Rate for Private Vehicle. Proof of travel must be shown.

- ☞ \$0.57 per km for round trips up to 300 km.
- ☞ \$0.165 per km for travel beyond 300 km from the point of departure.

4. Accommodation.

- ☞ One may claim either the reasonable actual cost of accommodation (receipt required), or the accommodation allowance of \$20.15 per night.
- ☞ Costs associated with cancellations are not eligible for payment.

5. Meals.

- ☞ One may claim for a meal allowance under the following conditions:
 - Breakfast, if the departure is 7:30 a.m. or earlier or the return time is 7:30 a.m. or later.
 - Lunch, if the departure is 1:00 p.m. or earlier or the return time is 1:00 p.m. or later.
 - Dinner, if the departure is 6:30 p.m. or earlier or the return time is 6:30 p.m. or later.
- ☞ The meal allowance for all travel is as follows (in CAD dollars) (receipts are not required):
 - Breakfast: \$13.00
 - Lunch: \$18.00
 - Dinner: \$28.00

If a meal is included in the cost of airfare, a meal cannot be claimed unless the flight is delayed. When the flight is delayed, a meal may be claimed in accordance with the above.

A Claimant must not claim a meal allowance if a meal is provided at no cost (e.g., at a conference, workshop, seminar or part of the hotel booking).