

**Sustainable Canadian Agricultural Partnership
Veterinary Student Recruitment and Retention
Pilot Program**

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 Veterinary Student Recruitment and Retention Pilot Program (VSRPP) is a program under the Sustainable Canadian Agricultural Partnership that provides a wage incentive via a grant to eligible veterinary clinics to support the attraction and retention of veterinary students and ultimately veterinary graduates to rural Alberta.
- C. The Eligible Applicant has applied to the Program for a grant to support its hiring and training of a veterinary student.
- 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 Student**” means the student identified in the Eligible Student Schedule,
- e) “**Eligible Student Report**” means the report described in section 3.3,
- f) “**Eligible Student Schedule**” means the document at Schedule “A”,
- g) “**Event of Default**” has the meaning given in section 7.1,
- h) “**Federal Minister**” means His Majesty in Right of Canada, as represented by the Minister of Agriculture and Agri-Food,
- i) “**Final Report**” means the final report described in section 5.1,

- j) **“Food Production Animal”** means an animal raised to produce food or fiber, and includes cattle, swine, sheep, goats, poultry, cervids and bison.
- k) **“Grant”** means the grant described in section 2.1,
- l) **“Program”** means the Veterinary Student Recruitment and Retention Pilot Program (VSRPP), a program under Sustainable CAP,
- m) **“Program Terms and Conditions”** means the terms and conditions for the Program as of the date that the Application was received by the Minister,
- n) **“Regulation”** means the *Ministerial Grants Regulation* (AR 215/2022), as may be amended or superseded from time to time,
- o) **“Sustainable Canadian Agricultural Partnership”** (or **“Sustainable CAP”**) means the Federal-Provincial-Territorial agricultural program established pursuant to the agreement referenced in paragraph “A” of the Preamble,
- p) **“Veterinary Clinic”** means the veterinary clinic identified in the Eligible Student Schedule,
- q) **“Work Term”** means a period between May 1, 2026, and August 31, 2026, and
- r) **“Work Term Hours”** means the number of hours during the Work Term that the Eligible Student worked at the Veterinary Clinic.

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

1.3 Schedules – Schedule “A” (Eligible Student Schedule) is attached to and forms part of this Agreement.

1.4 Program Terms and Conditions – The Program Terms and Conditions form part of this 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 Eligible Applicant’s employment of the Eligible Student during the Work Term, 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 this Agreement and the Program Terms and Conditions, this 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 **TEN THOUSAND (\$10,000) DOLLARS** by way of grant (the “Grant”) to the Eligible Applicant.

2.2 Amount of Grant – Subject to section 2.3, the amount payable under section 2.1 shall be calculated as follows.

$$\text{Amount of Grant} = A \times \$15.625$$

Where A equals the number of Work Term Hours claimed by the Eligible Applicant and approved by the Minister

but in no event shall the amount of the Grant exceed the maximum stated in section 2.1.

2.3 Adjustments to Amount – The amount payable under section 2.1 shall be adjusted as follows.

- a) No amount of the Grant is payable unless the Final Report includes an Eligible Student Report that is satisfactory to the Minister.
- b) No amount of the Grant is payable unless the Minister is satisfied that the Eligible Applicant gave the Eligible Student training, development, and hands-on experience in the day-to-day work in Food Production Animal practice or related duties at the Veterinary Clinic.
- c) No amount of the Grant is payable for any period during the Work Term in respect of which the Eligible Applicant received funding from other federal, provincial, or municipal government sources for wages or benefits paid to the Eligible Student.

2.4 Timing of Grant – Subject to the terms and conditions of this Agreement and any adjustments to the Grant amount made pursuant to section 2.3, the Minister will pay the Grant to the Eligible Applicant upon receipt of a satisfactory Final Report.

2.5 No Other Financial Assistance – The Eligible Applicant acknowledges that the Grant may not be sufficient to cover the entire cost of wages and benefits paid to an Eligible Student, and that the Eligible Applicant shall be solely responsible for raising funds from other sources for this purpose. The Eligible Applicant acknowledges that the Grant is the only financial assistance the Minister will provide to the Eligible Applicant in respect of the Eligible Student.

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 its activities under this Agreement 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. PROGRAM REQUIREMENTS

3.1 Employment of the Eligible Student – The Eligible Applicant agrees to employ the Eligible Student at the Veterinary Clinic during the Work Term.

3.2 Student Training – While the Eligible Student is working at the Veterinary Clinic, the Eligible Applicant shall provide the Eligible Student training, development, and hands-on experience in the day-to-day work in Food Production Animal practice or related duties at the Veterinary Clinic. The Eligible Applicant must not allow the Eligible Student to practice veterinary medicine during this period except in accordance with the *Veterinary Profession Act* (Alberta).

3.3 Eligible Student Report – While the Eligible Student is working at the Veterinary Clinic, the Eligible Applicant shall ensure that the Eligible Student compiles a report, in the form provided by the Minister, regarding their employment at the Veterinary Clinic.

3.4 Compliance with Laws – In employing the Eligible Student at the Veterinary Clinic, the Eligible Applicant shall:

- a) comply with all applicable laws, including the requirements under the *Veterinary Profession Act* (Alberta) regarding the employment of students and the practice of veterinary medicine,
- b) comply with all applicable policies of the Alberta Veterinary Medical Association.

4. WORK TERM HOURS

4.1 Claim for Work Term Hours – The Eligible Applicant may submit a claim for Work Term Hours by submitting, in the form required by the Minister, a claim that includes: the number of hours claimed as Work Term Hours, a description of the tasks carried out by the Eligible Student, and supporting documentation. (Examples of appropriate documentation include client invoices, time sheets, and payroll records.)

4.2 Documentation for Work Term Hours – 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 claimed hours as Work Term Hours.

4.3 Approval and Determination of Work Term Hours – If the Minister is not satisfied that all claimed hours are Work Term Hours, the Minister shall be entitled to determine the total number of Work Term Hours, and such determination shall be binding upon the Eligible Applicant.

5. REPORTING, MONITORING, AND INSPECTION

5.1 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 October 15, 2026, or by no later than 30 days after the termination of this Agreement, whichever occurs first. The Final Report must include:

- a) a financial report detailing all funding sources for the Eligible Applicant's employment of the Eligible Student, including the Eligible Applicant's cash contribution and any other grants or payments from any level of government or other contributors,
- b) the Eligible Applicant's claim for Work Term Hours, as set out in section 4.1,
- c) a report on the training, development, and hands-on experience provided to the Eligible Student, as required under section 3.2,
- d) the Eligible Student Report, prepared and certified by the Eligible Student, and submitted by the Eligible Student directly to the Program;
- e) a report of the Eligible Applicant's and Eligible Student's success in meeting the Program's objectives, as well as any recommendations for improvements, as outlined in the Reporting Requirements Templates, and
- f) any other information requested by the Minister.

5.2 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 information in the Final Report, and
- b) additional information about any matter in the Final Report.

- 5.3 Additional Reports** – The Minister may request the Eligible Applicant to submit additional reports during the Work Term which the Eligible Applicant shall submit, to the Minister’s satisfaction, by the dates specified by the Minister.
- 5.4 Generally Accepted Accounting Principles** – The Eligible Applicant shall carry out its financial functions under this Agreement in accordance with generally accepted accounting principles.
- 5.5 Financial Records** – From the Effective Date until six (6) years following the end of the Work Term, the Eligible Applicant shall maintain separate books, accounts and records pertaining to the employment of the Eligible Student at the Veterinary Clinic.
- 5.6 Inspection** – During the Work Term, the Minister or the Auditor General of Alberta may, at reasonable times and upon reasonable notice to the Eligible Applicant, attend the operations of the Eligible Applicant for the purpose of examining any record or other items in order to assess whether the Eligible Applicant is in compliance with 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 forfeit future payments of the Grant.
- 5.7 Audits and Evaluations** – From the Effective Date until six (6) years after the Work 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 Eligible Applicant’s compliance with this Agreement, or the Program. The Eligible Applicant agrees to make available to the Minister or Auditor General 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 the Grant, or forfeit any future payments of the Grant.
- 5.8 Cooperation** - The Eligible Applicant agrees to cooperate with the Minister in the completion of any audit, evaluation or inspection under this Agreement.

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 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 employ the Eligible Student at the Veterinary Clinic,
 - d) it has adequate human resources, experience and skills to carry out its responsibilities under this Agreement,
 - e) no application has been made for the activities under this Agreement 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 its activities under this Agreement,
- l) if employing the Eligible Student requires authorization by an agency, that the Eligible Applicant has obtained such approval,
- 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 person signing is duly authorized to enter this Agreement, bind the Eligible Applicant to this Agreement, and in the case of a partnership, bind the partners to this Agreement on the basis of joint and several liability.

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 have the Eligible Student begin their employment within one month of the anticipated start date stated in the Eligible Student Schedule,
- b) failure of the Eligible Applicant to comply with any of its obligations under this Agreement,
- c) the Eligible Applicant provides false or misleading information to the Minister,
- d) the Eligible Applicant becomes insolvent or ceases to carry on its operations during the Work Term,
- e) 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 time by 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 repayment of some or all the Grant from the Eligible Applicant,
 - iii) terminate this 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) pay to the Minister the amount demanded pursuant to section 7.2(a)(ii),
 - ii) provide an accounting of the full amount of the Grant 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 Minister.

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 employment of the Eligible Student at the Veterinary Clinic that arises 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 Minister is not liable to the Eligible Applicant, or the Eligible Applicant's successors and assigns, for 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 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.

9.2 Approval of Communications – Communications and communication materials related to this Agreement must be approved by the Minister.

9.3 Communication Materials – The Eligible Applicant shall adhere to the Sustainable CAP communication standards for all communications-related activities regarding this Agreement, by ensuring:

- a) the Sustainable CAP 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 identified equally.

Electronic copies of the Sustainable CAP graphic standard, the official mark "Alberta" and the official mark "Canada" may be obtained from the Minister upon request.

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 this Agreement in accordance with the *Sustainable Fiscal Planning and Reporting Act* (Alberta): 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 Minister is authorized to publicly release the grant recipient's name, the amount of the grant, and the general nature of the Eligible Applicant's activities under this Agreement.

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). 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 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 its activities under this Agreement. 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 or sent by registered mail, regular mail, or e-mail to the office of the addressee as follows:

a) if to the Minister:

[XXXXXX]

b) if to the Eligible Applicant:

[XXXXXX]

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

11.2 Effective delivery – Delivery is 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 regular mail, seven (7) calendar days after the date on which the notice or document 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 confirmation that the transmission to the address of the person to be served was successfully completed.

12. GENERAL

- 12.1 Waiver** – This Agreement may be amended in writing signed by duly authorized representatives of each party. Any waiver by the Minister of the performance by the Eligible Applicant 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.
- 12.2 Assignment** – The Eligible Applicant may not assign this Agreement or any right or benefit under it.
- 12.3 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.
- 12.4 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 Student Schedule

1. Eligible Student: [name]
2. Veterinary Clinic at which Eligible Student will work: [name] located at [address]
3. Anticipated Work Term (the period between May 1, 2026 and August 31, 2026, during which the Eligible Student will work at the Veterinary Clinic): [estimated dates]

SAMPLE