



## Terms and Conditions

### Growing Forward Livestock Welfare Processor Program

#### 1.0 Purpose

The purpose of the Growing Forward Livestock Welfare Processor Program is to advance the welfare of livestock at slaughter, in Provincially or Federally licensed meat facilities. This will be accomplished through technical and financial support to facilities and mobile butchers that slaughter red meat animals and poultry.

There is limited funding in the Livestock Welfare Processor Program. Applications will be considered for approval on a case by case basis subject to the Program priorities, as outlined in s 4.1, and funding constraints.

If an Application is approved by the Minister, the Applicant must enter into a grant agreement with the Minister to be eligible to receive funding under the Program. This grant agreement will contain the terms and conditions governing the grant under the Program.

#### 2.0 Definitions

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

- 2.1 **Applicant:** means the individual, proprietorship, corporate entity, partnership or other legal entity who submit an Application and meet the eligibility criteria in s. 3.0, Eligibility.
- 2.2 **Application:** means the Program application form and all documents required to be submitted pursuant to that form and the Program Terms and Conditions.
- 2.3 **ARD:** means Alberta Agriculture and Rural Development.
- 2.4 **CFIA:** means Canadian Food Inspection Agency.
- 2.5 **Eligible Capital Expenses:** means the capital expenses listed in s. 3.4.2 that may be incurred by an Applicant for a Project that are eligible for re-imbusement under this Program.
- 2.6 **Eligible Expenses:** means Eligible Capital Expenses and Eligible Non-Capital Expenses.
- 2.7 **Eligible Non-Capital Expenses:** means the non-capital expenses listed in s. 3.4.1 that may be incurred by an Applicant for a Project that are eligible for re-imbusement under this Program.
- 2.8 **Facility:** means a Provincially or Federally licensed red meat or poultry slaughter operation, including a Mobile Butcher, operating in Alberta.
- 2.9 **Federal Crown:** means Her Majesty the Queen in Right of Canada.
- 2.10 **Final Report:** means the report to be submitted with the final Reimbursement Claim Form containing all requested project details.
- 2.11 **Fiscal Year:** means the period from April 1 until March 31 of the following year.
- 2.12 **Gap Assessment:** means the on-site assessment of a Facility's or Mobile Butcher's systems and practices related to livestock and poultry welfare that will be used to develop a work plan for a Project.
- 2.13 **Growing Forward 2:** means the federal-provincial-territorial initiative to create a competitive adaptable and sustainable agricultural sector in Canada covering the time period of April 1, 2013 to March 31, 2018.
- 2.14 **Minister:** means the Minister of ARD and his authorized representative(s).
- 2.15 **Mobile Butcher:** means a legal entity that slaughters an owner's animal on the owner's premises or assists an owner in slaughtering the owner's animal on the owner's premises and who may transport the carcass to a Facility.
- 2.16 **Program:** means the Growing Forward 2 Livestock Welfare Processor Program.
- 2.17 **Program Terms and Conditions:** means the terms and conditions for the Program set out in this document, as may be amended.



- 2.18 **Project:** means one or more of the activities identified in s. 3.3.1 and that meets the requirements in s.3.3.2 to be completed by the Applicant as described in the Application submitted by the Applicant and approved by the Minister.
- 2.19 **Provincial Crown:** means Her Majesty the Queen in Right of Alberta.
- 2.20 **Reimbursement Claim Form:** means the form to be submitted by the Applicant together with the required documentation to request payment from the Program.
- 2.21 **Term:** means the time period for the Program, being April 1, 2013 to March 31, 2018.
- 2.22 **Work Plan:** means the project work plan in Part C of the Program application from submitted by the Applicant and approved by the Minister.

### 3. Eligibility

#### 3.1. Eligible Applicants

- 3.1.1. To apply to the Program, an Applicant must have a license or permit to operate a Facility in Alberta, and be:
- registered and listed as active on the Alberta Corporate Registry;
  - currently slaughtering red meat or poultry pursuant to a license issued by ARD or CFIA and has had a Gap Assessment, as approved by ARD; or
  - provisionally licensed and in the process of building a processing facility for slaughtering red meat or poultry and has had a Gap Assessment, as approved by ARD.

#### 3.2. Ineligible Applicants

- 3.2.1. The following legal entities are not eligible to apply to the Program:
- not for profit organizations;
  - owners or operator of fish and shellfish processing plants; and
  - or any legal entity deemed ineligible by the Minister.

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

- 3.3.1. Projects under this Program shall include some or all of the following activities:
- the development and implementation of accepted systems and practices to enhance livestock and poultry welfare in a Facility;
  - the development and implementation of auditable protocols with respect to systems and practices related to livestock and poultry welfare in a Facility; and
  - livestock and poultry welfare Facility training.
- 3.3.2. In completing a Project under the Program, the Applicant must:
- comply with all applicable laws and regulations; and
  - obtain all required governmental approvals prior to commencing the Project, including those related to public health and safety, labour codes and standards, care and use of animals in research, wildlife habitat, and environmental protection.

#### 3.4. Eligible Expenses (must be approved by the Minister)

- 3.4.1. Eligible Non-Capital Expenses, as approved by the Minister and stated in the grant agreement, may include:
- expenses for labor and salaried services to develop and implement accepted systems and practices for livestock and poultry welfare in a Facility;
  - expenses for private industry consultants to develop and implement accepted systems and practices for livestock and poultry welfare in a Facility;



- c. expenses to conduct audits of processing systems and practices related to livestock and poultry welfare in a Facility; and
  - d. Reasonable travel-related expenses, as set out in the Alberta Growing Forward 2 Travel Expense Policy posted on the Alberta Growing Forward 2 website, as may be amended.
- 3.4.2. Eligible Capital Expenses, as approved by the Minister and stated in the grant agreement, may include expenses for capital equipment and Facility upgrade purchases.
- 3.4.3. All Eligible Expenses claimed by an Applicant must be supported by documentation to the satisfaction of the Minister.

### **3.5. Ineligible Expenses**

- 3.5.1. Expenses that are not eligible for re-imbursement under the Program include:
- a. Costs associated with demolition or site preparation;
  - b. Costs for the purchase of firearms, firearm ammunition or knives;
  - c. Costs associated with upgrades or changes to office or storage spaces;
  - d. Goods and Services Tax (GST);
  - e. Costs incurred prior to the Project start date and after the Project end date, as determined by the Minister; and
  - f. Any other expense deemed by the Minister not to be an Eligible Expense.

## **4. Applications**

- 4.1. There is limited funding in the Program. Applications will be considered for approval on a case by case basis subject to the Program priorities and funding constraints. Program priorities by which applications will be evaluated are (in priority order):
- a. The improvement of stunning efficacy and the adoption of advanced stunning technologies.
  - b. The adoption of low stress livestock handling systems
  - c. The improvement of livestock holding and receiving facilities

The Applicant approval process may be modified as necessary and revisions will be posted on the Program's website.

- 4.2. Maximum term for the Project is 24 months.
- 4.3. Applications must be received by ARD or postmarked on or before December 31, 2017.
- 4.4. Applications submitted must have Parts A and B of the Program application form fully completed and must be signed by an authorized representative of the Applicant. The Minister may require evidence of authorization. Designates are not permitted to sign Applications unless they have Power of Attorney (submitted with the Application). Either executors or administrators can sign on behalf of estates
- 4.5. The work plan in Part C of the Program application form may be completed in collaboration with ARD staff after the Application has been approved.
- a. Completion of the work plan will be based on the Applicant's Gap Assessment and current systems and practices related to livestock and poultry welfare.
  - b. The work plan must describe the Project, including the objectives of the Project, the main activities, how these activities will be carried out, and a budget.



**4.6.** Applications must be delivered to:

Livestock Welfare Unit,  
Alberta Agriculture and Rural Development,  
Suite 927,  
6909 116 Street  
Edmonton, AB T6H 4P2.  
Fax: 780-415-0810  
Email: [livestockwelfare@gov.ab.ca](mailto:livestockwelfare@gov.ab.ca)

- 4.7. The Minister may reject any Application that is inaccurate or incomplete at the sole discretion of the Minister.
- 4.8. Applications will only be accepted for Projects that are to be completed during the Term.
- 4.9. An Application will not be considered complete unless the Declaration of the Applicant on the Program application form is signed.
- 4.10. Participation in a Gap Assessment and submission of an Application does not entitle the Applicant to a grant under the Program.
- 4.11. If an Application is approved by the Minister, the Applicant must enter into a grant agreement with the Minister to be eligible to receive funding under the Program. This grant agreement will contain the terms and conditions governing the grant under the Program.

**5. Funding Levels**

- 5.1. The Program provides grants on a cost shared basis to cover Eligible Expenses for approved Projects up to a maximum of \$100,000 for each Applicant.
- 5.2. Eligible Capital Expenses are cost shared at 50% grant and 50% Applicant, up to a maximum of \$100,000.
- 5.3. Eligible Capital Expenses for approved stunning equipment are cost shared at 80% grant and 20% Applicant, up to a maximum of \$100,000
- 5.4. Eligible Non-Capital Expenses are cost shared at 50% grant and 50% Applicant up to a maximum of \$20,000.
- 5.5. Costs for labour will be calculated at a rate of \$25.00 per hour.
- 5.6. Funding received through any other Growing Forward 2 program may not be used toward the cost-share requirements of this Program.
- 5.7. The total amount of funding from federal, provincial and municipal governments must not exceed 100% of the Eligible Expenses incurred by the Applicant in completing the Approved Project(s). The amount of the grant shall be adjusted so that the Minister's funding for Eligible Expenses does not exceed 100% of these expenses.
- 5.8. In the event that federal 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 based on Eligible Expenses claimed by an Applicant and approved by a Minister for work completed pursuant to the work plan.
- 6.2 Upon execution of the grant agreement the Eligible Capital Expenses, may be eligible for an initial payment, to a maximum of 80% of the eligible Grant amount for capital expenses. The percentage of the initial payment will be determined by :
  - a. the Applicant's capacity to complete the project within the Term of the Agreement
  - b. a review and approval of requested financial documentation.
  - c. the amount of the Initial payment will be pro-rated based on the number of months remaining in the fiscal year that the Agreement is executed.



- 6.3 Eligible Non-Capital Expenses and Eligible Capital Expenses less than \$10,000 will be eligible for payment on a reimbursement basis as detailed in the grant agreement.
- 6.4 The maximum payment an Applicant may receive under the Program is \$100,000.
- 6.5 Projects and Eligible Expenses qualify only once for payment under the Program
- 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 Successful Applicants will be required to enter into a grant agreement with the Provincial Crown prior to any payments being made to the Applicant.

## 7. Timelines

- 7.1 Projects must be completed between the Project start date and the Project completion date stated in the work plan in the Application.
- 7.2 If an Applicant's progress on a Project is not to the satisfaction of the Minister, the Minister may amend or cancel the Project.

## 8. Monitoring and Closing Assessment

- 8.1 The Applicant shall permit any representatives of the Minister, including agents or independent subcontractors, to evaluate the work on the Project while the Project is being completed through:
  - a. on-site visits to the Applicant's Facility, or if the Applicant is a Mobile Butcher, to a premises on which the Applicant is slaughtering red meat or poultry;
  - b. observation of the Project in progress; and
  - c. oral and written communication with any employees, officers or agents of the Applicant.
- 8.2 The Applicant shall provide representatives of the Minister with access to the Applicant's Facility or, if the Applicant is a Mobile Butcher, to the premises on which the Applicant is slaughtering red meat or poultry, to conduct a closing assessment to confirm completion of the Project.
- 8.3 If the Applicant receives payment for Eligible Capital Expenses under the Program, the Applicant shall permit any representatives of the Minister, including any agent or independent subcontractor, to access the Applicant's Facility, or if the Applicant is a Mobile Butcher, to the premises on which the Applicant is slaughtering red meat or poultry, for five years following the Project completion date to confirm that the Applicant is using the capital equipment or facility upgrade purchase.

## 9. Reporting Requirements

- 9.1. If the Applicant receives a grant payment upon execution of the Grant Agreement, the Applicant shall provide the Minister with quarterly reporting, to the Minister's satisfaction and on dates specified by the Minister, detailing:
  - (a) the status of the Project, including the estimated percentage of the work completed and the estimated date of completion, and a financial report detailing expenditures to date;
  - (b) any other grants from any level of government in respect of the Project;
  - (c) any material events, developments or circumstances arising in relation to the Project;
  - (d) the status of the grant proceeds, including all expenditures of the grant proceeds and the amount of grant proceeds currently held by the Applicant; and
  - (e) any other information requested by the Minister.



**9.2** Unless otherwise specified by the Minister, the Applicant shall provide the Minister with a final report, to the Minister's satisfaction and on a date specified by the Minister, after the Project completion date or the termination of the Grant Agreement, whichever occurs first, detailing:

- (a) a list of activities completed by the Applicant in relation to the Project;
- (b) a financial report detailing all expenditures of the Project in relation to the activities listed in the Application, the expenditures attributed to the Grant, and the expenditures attributed to other funding sources for the Project, including the Applicant's cash contribution; and
- (c) any other information requested by the Minister.

**9.3** The Minister may request the Applicant to submit additional reports during the Term which the Applicant shall submit, to the Minister's satisfaction, on the dates specified by the Minister.

## **10. Capital Items Purchased**

**10.1** The Applicant shall not return any capital items or Facility upgrades purchased under the Program to the vendor, or sell or exchange any such items, for at least five years after the date purchased.

## **11. Verification**

**11.1** Applicants must submit copies of invoices for Eligible Expenses. 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.

**11.2** The Applicant's name must match the name on invoices submitted for payment pursuant to the Program.

**11.3** In addition to invoices, the Applicant agrees to provide such other information and records as the Minister may require to verify the Applicant's eligibility for payment from the Program.

**11.4** 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 this Application, determining the Applicant's eligibility for this 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 this Application and to determine the Applicant's eligibility for this Program.

**11.5** The Applicant agrees to give representatives of the Minister access to examine their Facility, or if the Applicant is a Mobile Butcher, the Applicant's Mobile Butcher operation. The Applicant agrees to make available to the Minister all Facility and Mobile Butcher records, books of account, and income tax returns necessary to audit their Application under this Program. If the Applicant fails to provide records within a reasonable time on reasonable notice, as determined by the Minister, the Applicant may be required to refund any payments received for the Project under the Program, as well as forfeit any future payments for the Project under the Program.

## **12. Refunds**

**12.1** The Applicant shall immediately refund to the Provincial Crown any payment received under the Program not in accordance with the Program Terms and Conditions and 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.

## **13. False or misleading information**

**13.1** An Applicant who provides false or misleading information under this Program forfeits all rights to benefit from this Program.



#### **14. Debts to Provincial Crown or Federal Crown**

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

#### **15. Representations and Warranties**

- 15.1** The Applicant represents and warrants that the person signing is duly authorized to make this Application, bind the Applicant to the Program Terms and Conditions, and, in the case of a partnership, bind the partners to the Program Terms and Conditions on the basis of joint and several liability.
- 15.2** The Applicant represents that 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.

#### **16. Grant Regulation**

- 16.1** Payments under this Program are grants subject to the Agriculture and Rural Development Grant Regulation. The Applicant acknowledges that, in addition to complying with these Program Terms and Conditions, the Applicant must comply with the Agriculture and Rural Development Grant Regulation.

#### **17. Changes to the Program or Program Terms and Conditions**

- 17.1** The Minister may change or terminate the Program, or revise the Program Terms and Conditions, without notice from time to time. An Application received after the Program Terms and Conditions are revised shall be administered according to the Program Terms and Conditions applicable as of the date that the Application is received.

#### **18. Ministerial discretion**

- 18.1** The Minister has the absolute discretion to determine the eligibility of any Applicant under this Program. The decision of the Minister is final.