



Growing Forward 2 Traceability Training Program Terms and Conditions

1.0 Purpose:

The Growing Forward 2 Traceability Training Program is designed to support training sessions, such as seminars, conferences and workshops that increase the knowledge and capacity of industry and supply chain participants to successfully implement quality traceability systems. Training sessions must be related to at least one of the three pillars of traceability: 1) premises identification, 2) animal and product identification (including age verification), and 3) animal and product movement tracking.

There is limited funding for the Program. Applications will be considered for approval on a case-by-case basis, subject to Program priorities 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 person or persons who submit an Application and meet the eligibility criteria in s. 3.1.1;
- 2.2 **Application:** means the Program application form and Proposal required to be submitted by the Program Terms and Conditions;
- 2.3 **ARD:** means Alberta Agriculture and Rural Development;
- 2.4 **Eligible Expenses:** means the expenses listed in s. 3.5.1;
- 2.5 **Federal Crown:** means Her Majesty the Queen in Right of Canada;
- 2.6 **Growing Forward 2:** means the federal-provincial-territorial initiative to create a profitable, sustainable, competitive and innovative agriculture, agri-food and agri-products industry that is market-responsive, and that anticipates and adapts to changing circumstances and is a major contributor to the well-being of Canadians;
- 2.7 **Ineligible Expenses:** means the expenses listed in s. 3.6.1;
- 2.8 **Minister:** means the Minister of ARD and his authorized representative(s);
- 2.9 **Program:** means the Growing Forward 2 Traceability Training Program;
- 2.10 **Program Terms and Conditions:** means the terms and conditions for the Program set out in this document, as may be amended;
- 2.11 **Project:** means one or more of the activities identified in s. 3.3.1 to be completed by the Applicant as described in the Application submitted by the Applicant and approved by the Minister;
- 2.12 **Proposal:** means the information requirements for the Project, including overview of the training, target audience, objectives of the training, including benefit to the industry, training plan, budget, funding sources, and timelines;
- 2.13 **Provincial Crown:** means Her Majesty the Queen in Right of Alberta; and
- 2.14 **Term:** means the time period for the Program, being April 1, 2013 to March 31, 2018.

3.0 Eligibility:

- 3.1 **Eligible Applicants:**
 - 3.1.1 The following persons are eligible to apply to the Program:
 - a) industry boards, commissions and agencies;
 - b) educational institutions; and
 - c) non-profit organizations that represent the agri-food industry.
- 3.2 **Ineligible Applicants:**
 - 3.2.1 The following persons are not eligible to apply to the Program:
 - (a) individuals, corporations, registered partnerships and other organizations, including Hutterite colonies, members of Indian reserves and Metis settlements; and
 - (b) any other person deemed ineligible by the Minister.
- 3.3 **Eligible Activities:**
 - 3.3.1 Projects under the Program shall include:



- (a) the development and delivery of training sessions, such as seminars, conferences, and workshops; and/or
 - (b) the development of information materials
- that increase the knowledge of industry and supply chain participants of traceability initiatives.
- 3.3.2 Projects must be completed by the end of the Term of the Program.
- 3.3.3 In completing a Project under the Program, the Applicant must:
- (a) comply with all applicable laws and regulations; and
 - (b) obtain all required governmental approvals prior to commencing the Project, including those related to public health and safety, labour codes and standards, care and use of animals in research, wildlife habitat, and environmental protection.
- 3.3.4 Acceptance of an Application under this Program creates no obligation on the part of the Provincial Crown or Federal Crown to provide licenses or approvals under any legislation.
- 3.4 **Ineligible Activities:**
- 3.4.1 The following activities are not eligible under the Program and must not be included in an Application:
- (a) activities related to the research and development of new traceability technologies;
 - (b) activities related to the testing and evaluating of existing traceability technologies; or
 - (c) any other activity deemed by the Minister to be ineligible.
- 3.5 **Eligible Expenses (must be approved by the Minister):**
- 3.5.1 Eligible Expenses, as approved by the Minister and stated in the grant agreement may include:
- (a) training session facility, including audio-visual equipment rental, charges;
 - (b) incremental staff costs to provide training directly or to make presentations at training sessions;
 - (c) incremental staff costs to handle the administration of training sessions;
 - (d) costs for materials and supplies for training sessions;
 - (e) advertising costs for training sessions;
 - (f) third-party consultant costs to manage the Project;
 - (g) speaker fees for training sessions;
 - (h) costs for the development of information and training materials;
 - (i) 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; and
 - (j) other reasonable expenses approved by the Minister.
- 3.6 **Ineligible Expenses:**
- 3.6.1 Expenses that are not eligible for payment under the Program and which must not be included in an Application include:
- (a) GST;
 - (b) costs incurred prior to the Project start date or after the Project end date, as determined by the Minister;
 - (c) costs funded through any other federal, provincial or municipal government grants, programs or projects;
 - (d) labour costs of the Applicant, or the Applicant's employees;
 - (e) costs incurred by participants to attend training sessions;
 - (f) costs incurred by the Applicant to prepare the Proposal, process invoices, administration costs and other internal costs;
 - (g) costs for Radio Frequency Identification ("RFID") hand-held readers or panel reader systems, as well as associated RFID software; and
 - (h) any other expense deemed by the Minister to be an ineligible expense.
- 4.0 **Applications:**
- 4.1 Applications must be received by ARD on or before December 31, 2017.
- 4.2 Applications must include:



- 4.2.1 a completed Program application form, signed by an authorized representative;
- 4.2.2 a completed Proposal; and
- 4.2.3 any supplementary documentation requested by the Minister.
- 4.3 Applications may either be delivered to:
 - Traceability Training Program
Alberta Agriculture and Rural Development
308, 7000 – 113 Street NW
Edmonton, AB T6H 5T6
- or faxed to 780-422-3655 Attention: Traceability Training Program
- 4.4 The Minister may reject any Application that is inaccurate, incomplete or non-compliant with the Program Terms and Conditions, in the sole discretion of the Minister.
- 4.5 There is limited funding in the Program. Applications will be considered for approval on a case-by-case basis, subject to Program priorities and funding constraints. Program priorities by which Applications will be evaluated include the:
 - (a) effectiveness of the type of training proposed;
 - (b) ability of the proposed training to meet the Program's training priorities, which may change during the Term; and
 - (c) the potential of the training to benefit the industry as a whole.
- 4.6 Applicants may participate in more than one Project under the Program.
- 4.7 Applications must be signed by or on behalf of an authorized person. 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.
- 4.8 The Application will not be considered complete unless the Statement of Certification on the Program application form is signed.
- 4.9 Submission of an Application does not entitle an Applicant to a grant under the Program.
- 4.10 If an Application is approved, 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.

5.0 Funding Levels:

- 5.1 The Program provides a grant from the Provincial Crown to the Applicant to cover 100% of Eligible Expenses for a Project up to a maximum of \$25,000.
- 5.2 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.

6.0 Reporting Requirements:

- 6.1 Unless otherwise specified by the Minister, the Applicant shall provide the Minister with quarterly reports, to the Minister's satisfaction and on dates specified by the Minister, detailing:
 - 6.1.1 the status of the Project, including the estimated percentage of the work completed and the estimated date of completion;
 - 6.1.2 the status of the grant proceeds, including all expenditures of the grant proceeds for the quarter and cumulative for the project, and the amount of the grant proceeds currently held by the Applicant;
 - 6.1.3 any other grants from any level of government in respect of the Project;
 - 6.1.4 all documentation and calculations used to determine the Eligible Expenses, including without limitation copies of relevant invoices and receipts;
 - 6.1.5 any material events, developments or circumstances arising in relation to the Project; and
 - 6.1.6 any other information requested by the Minister.
- 6.2 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 completion of the Project or the termination of the grant agreement, whichever occurs first, detailing:
 - 6.2.1 a list of activities completed by the Applicant in relation to the Project;
 - 6.2.2 the success in meeting the Project's objectives;
 - 6.2.3 the number of participants in all training sessions, as well as a summary of their evaluations;



- 6.2.4 any recommendations or improvements for future training sessions;
 - 6.2.5 copies of any information or training materials, if applicable;
 - 6.2.6 a financial report detailing all expenditures of the Project in relation to the activities listed in the Proposal, the expenditures attributed to the grant proceeds, and the expenditures attributed to other funding sources for the Project, including the Applicant's cash contributions;
 - 6.2.7 all documentation and calculations used to determine the Eligible Expenses, including without limitation copies of relevant invoices and receipts; and
 - 6.2.8 any other information requested by the Minister.
- 6.3 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.
- 6.4 In the sole discretion of the Minister, the Minister may release the information in the final report identified in s. 6.2 to industry. Financial information provided by the Applicant as required in s. 6.2.6 and s. 6.2.7 will only be released to industry with prior written approval of the Applicant.

7.0 Payments:

- 7.1 Projects and Eligible Expenses qualify only once for payment under the Program.
 - 7.2 Successful Applicants will be required to enter into a grant agreement with the Provincial Crown prior to any payments being made to the Applicant.
 - 7.3 Payments to the Applicant will be made as follows:
 - 7.3.1 upon execution of the grant agreement between the Provincial Crown and the Applicant, an initial payment of 75% of the maximum approved grant amount stated in the grant agreement; and
 - 7.3.2 after all Eligible Expenses have been incurred and submitted in a report to the Minister, to the satisfaction of the Minister, a final payment that is the lesser of the following:
 - (a) the total Eligible Expenses less the initial payment; or
 - (b) the remaining 25% of the maximum approved grant amount.
- If the initial grant payment exceeds the total Eligible Expenses, no final payment will be made, and the Applicant shall immediately repay the excess grant funds to the Provincial Crown.
- 7.4 The Applicant acknowledges that the grant may not be sufficient to cover the entire cost of the Eligible Expenses, and that the Applicant shall be solely responsible for the additional funds required for the Eligible Expenses. The Applicant acknowledges that the grant is the only financial assistance the Minister will provide under the Program to the Applicant for the Eligible Expenses.
 - 7.5 Applicants cannot assign or defer any payment under this Program.
 - 7.6 Payments may be considered farm support payments and AGR-1 tax slips will be issued in the name of the Applicant, if applicable.
 - 7.7 Eligible Expenses shall be calculated based on the actual out of pocket cost to the Applicant (i.e. cost of the Eligible Expense less any rebates, discounts, incentives and/or credits, whether provided at the time of purchase or at a later date).
 - 7.8 The Applicant shall not return for refund any items purchased under the Program.
 - 7.9 The Applicant shall not sell or trade any items purchased under the Program for at least three years after the end of the Term.

8.0 Verification:

- 8.1 Applicants must submit copies of invoices for Eligible Expenses. For invoices not generated on an official company voucher or vouchers without a company stamp, the Applicant must also submit proof of payment to the Minister.
- 8.2 The Applicant's name must match the name on invoices submitted for payment pursuant to the Program. If the names do not match, the Applicant must also submit proof of payment to the Minister.
- 8.3 All Eligible Expenses on an invoice must be listed separately and the cost for each Eligible Expense must be clearly identified.
- 8.4 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.
- 8.5 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 or auditing the Application, to any other government department, agency or other body for the purposes of verifying this Application, determining the Applicant's eligibility for other related programs, 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 or other programs offering financial assistance for which the Applicant is eligible.

- 8.6 The Applicant agrees to give the Minister access to examine their farming or business operation from the date of the Application until six years following this date. The Applicant agrees to make available to the Minister all records, books of account, income tax returns, information and invoices 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.

9.0 Refunds

- 9.1 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.

10.0 False or misleading information

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

11.0 Debts to Provincial Crown or Federal Crown

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

12.0 Representations and Warranties

- 12.1 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.
- 12.2 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.

13.0 Grant Regulation

- 13.1 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.

14.0 Changes to the Program or Program Terms and Conditions

- 14.1 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.

15.0 Ministerial discretion

- 15.1 The Minister has the absolute discretion to determine the eligibility of any Applicant and any payments due under this Program. The decision of the Minister is final.