



Growing Forward 2 Cow/Calf RFID Technology Adoption Program Terms and Conditions

1.0 Purpose:

The Growing Forward 2 Cow/Calf RFID Technology Adoption Program is designed to encourage the utilization of Radio Frequency Identification (“RFID”) technologies in the cow/calf sector of the beef industry to improve animal identification and herd management as a practical means to enhance the integrity of Alberta’s traceability system for animal health, public health and food safety purposes.

There is limited funding for the Program. Applications will be processed on a first-come, first-served basis, and subject to the Program’s funding constraints. A grant provided by the Minister to the Applicant under the Program shall be governed by (a) the *Agriculture and Rural Development Grant Regulation*, as may be amended, (b) the Program Terms and Conditions, (c) the Statement of Certification on the Application and (d) the Approval Letter.

2.0 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;
- 2.2 **Application:** means the Program application form, and the necessary documentation required to be submitted pursuant to that form and the Program Terms and Conditions;
- 2.3 **Approval Letter:** means the letter sent by ARD to an Applicant notifying the Applicant that the Applicant has been approved for a grant, specifying the amount of the grant, and listing the Eligible Expenses;
- 2.4 **ARD:** means Alberta Agriculture and Rural Development;
- 2.5 **CLTS:** means the Canadian Livestock Tracking System database of animal identification and premises identification information that is operated by the Canadian Cattle Identification Agency;
- 2.6 **Cow/Calf Operation:** means
 - (a) a herd where all the cattle have one owner, or
 - (b) a herd, which at any time during the year, has cattle owned by more than one owner, such as a husband/wife or parent/child operation;
- 2.7 **Eligible Expenses:** means the expenses listed in s. 3.3;
- 2.8 **Eligible Tag:** means a RFID ear tag for cattle that is a Canadian Cattle Identification Agency approved tag;
- 2.9 **Federal Crown:** means Her Majesty the Queen in Right of Canada;
- 2.10 **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;
- 2.11 **Ineligible Expenses:** means the expenses listed in s. 3.4;
- 2.12 **Minister:** means the Minister of ARD and his authorized representative(s);
- 2.13 **Premises:** means the area of land contained in a legal land description or identified by geo-referenced coordinates that has been assigned a Premises ID Number, and on which a Cow/Calf Operation is located;
- 2.14 **Premises ID Number:** means a unique identifying number assigned by the Minister to the Premises;
- 2.15 **Program:** means the Growing Forward 2 Cow/Calf RFID Technology Adoption Program;
- 2.16 **Program Terms and Conditions:** means the terms and conditions for the Program set out in this document, as may be amended;
- 2.17 **Provincial Crown:** means Her Majesty the Queen in Right of Alberta;
- 2.18 **RFID:** means Radio Frequency Identification;
- 2.19 **RFID Reader:** means a RFID hand-held reader that is capable of receiving data from an Eligible Tag;
- 2.20 **RFID Software:** means management software that
 - (a) is supplied with the RFID Reader by the manufacturer or purchased separately from the RFID Reader;



- (b) is able to track the cattle in the Cow/Calf Operation from birth to disposal or death using the RFID number on the Eligible Tag;
 - (c) is used for herd management; and
 - (d) provides a reliable audit trail for traceability and food safety, but does not include an upgrade of software; and
- 2.21 **Term:** means the time period from April 1, 2013 to February 28, 2018.

3.0 Eligibility:

3.1 Eligible Applicants:

The following persons are eligible to apply to the Program:

- (a) individuals, corporations, registered partnerships, Hutterite colonies, members of a First Nation, and Metis settlements that:
 - (i) have the primary location, such as the overwintering site, of the Cow/Calf Operation in Alberta;
 - (ii) have annual farm commodity production, some of which must be derived from cattle production, of at least \$10,000; and
 - (iii) either
 - a) have submitted calf birth date information to CLTS within the last 12 months, or
 - b) for a Cow/Calf Operation that has been operating for less than 12 months, have purchased Eligible Tags.
- (b) Any other person deemed eligible by the Minister.

3.2 Ineligible Applicants:

The following persons are not eligible to apply to the Program:

- (a)
 - (i) Research stations, universities and other organizations funded in whole or in part by the government; and
 - (ii) Any other person deemed ineligible by the Minister.

3.3 Eligible Expenses (must be approved by the Minister):

- (a) The following expenses may be included in an Application:
 - (i) Purchase costs for RFID Reader(s) that meet the requirements in s. 4.1, and the requirements listed on the Program webpage; and
 - (ii) Purchase costs for RFID Software that meets the requirements in s. 4.2, and are listed as eligible on the Program webpage.
- (b) A list of eligible RFID Software and the RFID Reader requirements is posted on the Program webpage on the Growing Forward 2 website (<http://www.growingforward.alberta.ca>).

3.4 Ineligible Expenses:

- (a) Expenses that are not eligible for reimbursement under the Program and which may not be included in an Application include:
 - (i) GST;
 - (ii) RFID Software that is not listed and RFID Readers that do not meet the requirements of eligible RFID Software and RFID Readers posted on the Program webpage on the Growing Forward 2 website;
 - (iii) Labour, travel, and administration costs of the Applicant, or the Applicant's employees;
 - (iv) Lease or rental costs for RFID Readers or RFID Software;
 - (v) Costs for computers and computer equipment;
 - (vi) Internet charges;
 - (vii) Costs for extended service or annual software support plans;
 - (viii) Costs for extended warranty;
 - (ix) Costs for RFID Reader accessories;
 - (x) Costs incurred prior to April 1, 2013;
 - (xi) Costs funded through any other federal, provincial or municipal government grants, programs or projects; and
 - (xii) Any other expense deemed by the Minister to be an ineligible expense.



4.0 RFID Reader and RFID Software Eligibility Requirements:

To be eligible for reimbursement under the Program, the RFID Readers and RFID Software purchased by the Applicant must satisfy the following requirements:

- 4.1 Purchase of RFID Reader(s):
 - (a) RFID Reader(s) purchased by an Applicant under the Program must be new and purchased from a licensed supplier.
 - (b) An Applicant may purchase one or multiple RFID Reader(s) under the Program for each Cow/Calf Operation.
 - (c) The RFID Reader must be compatible with and be able to transfer Eligible Tag data to RFID Software.
 - (d) If an Applicant purchases a RFID Reader, the Applicant must also purchase or have previously purchased RFID Software that can receive Eligible Tag information from the RFID Reader. If the required RFID Software was purchased prior to April 1, 2013, proof of purchase may be required before payment will be made for the RFID Reader purchased after April 1, 2013.
- 4.2 Purchase of RFID Software:
 - (a) RFID Software purchased by an Applicant under the Program must be new and purchased from a licensed supplier.
 - (b) The RFID Software must be compatible with and be able to receive Eligible Tag data from the RFID Reader.
 - (c) If an Applicant purchases RFID Software, the Applicant must also purchase or have previously purchased a RFID Reader that can transfer Eligible Tag information to the RFID Software. If the required RFID Reader was purchased prior to April 1, 2013, proof of purchase may be required before payment will be made for the RFID Software purchased after April 1, 2013.

5.0 Applications:

- 5.1 Only one Application will be processed under the Program for each Cow/Calf Operation. In a Cow/Calf Operation where the herd has cattle owned by multiple owners, the owners must submit one Application in the name of one of the owners (i.e. one name per Application).
- 5.2 Applicants with more than one Cow/Calf Operation may apply more than once under the Program and must submit a separate Application for each Cow/Calf Operation.
- 5.3 Applications will only be accepted for Eligible Expenses that were incurred during the Term.
- 5.4 Applications must be received by ARD or postmarked on or before March 15, 2018.
- 5.5 Applications must include:
 - (a) a completed Program application form, signed by an authorized representative;
 - (b) necessary documentation required to be submitted pursuant to that form and the Program Terms and Conditions; and
 - (c) any supplementary documentation requested by the Minister.
- 5.6 Applications may either be delivered to:

Cow/Calf RFID Technology Adoption Program
Alberta Agriculture and Rural Development
308, 7000 – 113 Street NW
Edmonton AB T6H 5T6

or faxed to 780-422-3655 Attention: Cow/Calf RFID Technology Adoption Program
- 5.7 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.
- 5.8 As funding for the Program is limited, Applications will be processed by ARD on a first-come, first-served basis.
- 5.9 Applications must be signed by or on behalf of an authorized representative. 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.
- 5.10 The Application will not be considered complete unless the Statement of Certification on the Program application form is signed.
- 5.11 Submission of an Application does not entitle an Applicant to a grant under the Program.



- 5.12 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 to purchase 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.
- 5.13 If an Application is approved by the Minister, the Applicant will be sent an Approval Letter.
- 5.14 A grant provided by the Minister to the Applicant under the Program shall be governed by (a) the *Agriculture and Rural Development Grant Regulation*, as may be amended, (b) the Program Terms and Conditions, (c) the Statement of Certification on the Application and (d) the Approval Letter.

6.0 Application Review:

- 6.1 Applications will be reviewed by ARD for completeness, and for compliance with the Program Terms and Conditions.
- 6.2 ARD will notify an Applicant in writing if an Application is incomplete, non-compliant with the Program Terms and Conditions, or ineligible for any reason.

7.0 Funding Levels:

- 7.1 The Program provides a grant on a cost-shared, reimbursement basis to cover Eligible Expenses up to a maximum of \$3,500 per Cow/Calf Operation.
- 7.2 Funding for Eligible Expenses shall be on the following cost-shared basis per Cow/Calf Operation:
 - (a) 70% grant and 30% Applicant for the RFID Reader(s); and
 - (b) 70% grant and 30% Applicant for the RFID Software.
- 7.3 Eligible Expense cost 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).
- 7.4 Funding received through any other program may not be used toward the cost-share requirements of this Program.
- 7.5 The total amount of funding from federal, provincial and municipal governments cannot exceed 70% of the Eligible Expenses claimed by the Applicant and paid under the Program. The amount of the grant shall be adjusted so that the total government funding does not exceed 70% of the cost of the Eligible Expenses.
- 7.6 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.

8.0 Payments:

- 8.1 The grant payment will be made on a reimbursement basis based on Eligible Expenses claimed by an Applicant and approved by the Minister.
- 8.2 The only Eligible Expenses for which the Applicant may make a claim for reimbursement are the Eligible Expenses listed in s. 3.3 which are directly incurred by the Applicant during the Term.
- 8.3 The determination of whether an expense incurred by the Applicant constitutes an Eligible Expense that is eligible for reimbursement is at the sole discretion of the Minister.
- 8.4 Eligible Expenses qualify only once for payment under the Program.
- 8.5 Applicants cannot assign or defer any payment under this Program.
- 8.6 Payments may be considered farm support payments and AGR-1 tax slips will be issued in the name of the Applicant, if applicable.

9.0 Verification:

- 9.1 To make a claim for reimbursement, the Applicant must submit the completed Application, invoices, receipts and any other documentation necessary to establish, to the satisfaction of the Minister, the nature and amount of the Eligible Expenses claimed. Invoices must satisfy the following requirements:
 - (a) copies of invoices must be submitted (invoices will not be returned);
 - (b) 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;
 - (c) the Applicant's name must match the name on the invoice submitted for payment under the Program. If the names do not match, the Applicant must also submit proof of payment to the Minister;
 - (d) for RFID Readers, the make, model and serial number must be stated on the invoice;



- (e) for RFID Software, the software name and version must be stated on the invoice;
 - (f) all Eligible Expenses must be listed separately on the invoice and the cost for each Eligible Expense must be clearly identified; and
 - (g) Ineligible Expenses must be listed separately from Eligible Expenses on the invoice, and the cost of Ineligible Expenses must be clearly identified.
- 9.2 In addition to the documentation described in s. 9.1, 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.
- 9.3 The Applicant consents to the Minister releasing any information contained in the Application or related to it and obtained by the Minister in the course of verifying or auditing the Application, to any other government department, agency or other body for the purposes of verifying this Application or determining the Applicant's eligibility for this Program. The Applicant expressly authorizes the Minister to obtain information from any government department, agency or other body to verify the contents of the Application and to determine the Applicant's eligibility for this Program.
- 9.4 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 farm records, books of account, income tax returns and invoices necessary for the audit and evaluation of 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 under the Program, as well as forfeit any future payments under the Program.
- 10.0 Non-Compliance:**
- 10.1 If an Applicant is approved for a grant, it shall be an "Event of Default" if the Applicant breaches any provision of the Program Terms and Conditions, the Approval Letter or the *Agriculture and Rural Development Grant Regulation*, and, upon receiving notice of the breach, fails to reasonably and diligently pursue the appropriate remedial action within the time specified in the notice.
- 10.2 Upon the occurrence of an Event of Default, in addition to any other remedy under these Program Terms and Conditions or at law, the Minister may do one of the following:
- (a) withhold payment of the grant to the Applicant;
 - (b) cancel the grant; or
 - (c) demand that the Applicant immediately repay to the Provincial Crown the full amount of the grant. Any such amount shall be a debt due to and recoverable by the Provincial Crown.
- 11.0 RFID Readers and RFID Software Purchased:**
- 11.1 The Applicant shall not return for refund any items purchased under the Program.
- 11.2 The Applicant shall not sell or trade any items purchased under the Program for at least three years after the date purchased.
- 12.0 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, 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.
- 13.0 Right of Set-Off:**
- 13.1 The Applicant agrees that the Minister may set-off against any other grant or amount payable to the Applicant under any programs administered by ARD any amounts that become repayable by the Applicant to the Provincial Crown under this Program.
- 14.0 False or Misleading Information:**
- 14.1 An Applicant who provides false, misleading, or incomplete information under this Program forfeits all rights to benefit from this Program.
- 15.0 Changes to the Program or Program Terms and Conditions:**
- 15.1 The Minister may change or terminate the Program, or revise the Program Terms and Conditions, by posting the revised Program Terms and Conditions on the Alberta Growing Forward 2 website.



- 15.2 An Application shall be administered by, and the grant provided by the Minister to the Applicant shall be governed by, the Program Terms and Conditions that were posted on the Alberta Growing Forward 2 website as of the date that the Application was received.
- 16.0 Ministerial Discretion:**
- 16.1 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.
- 17.0 Debts to Provincial Crown or Federal Crown:**
- 17.1 The Minister has the right to deduct from any grant approved for an Applicant any amount due and owing to the Provincial Crown or Federal Crown by the Applicant.
- 18.0 Representations and Warranties:**
- 18.1 By submitting an Application, the Applicant represents and warrants that:
- (a) the person signing the Application is duly authorized to make the 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;
 - (b) no Application has been made for the same Cow/Calf Operation or Eligible Expenses 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;
 - (c) it has made full, true and plain disclosure to the Minister of all facts relating to the activities that are material to its Application, including without limitation all sources of funding from federal, provincial and municipal governments;
 - (d) no member of the House of Commons shall derive any financial advantage from the grant that would not be permitted under the *Parliament of Canada Act*;
 - (e) no employee, contractor or agent of the Applicant who is not in compliance with federal conflict of interest guidelines shall derive a direct benefit from the grant;
 - (f) any person lobbying, as that term is defined in the *Lobbyists Registration Act* (Canada), on the Applicant's behalf is registered pursuant to that Act;
 - (g) it is not aware of any discussions to effect a sale, transfer, assignment or pledge of interest which would result in a change of the control of the Applicant or of the disposition of all or substantially all of the assets of the Applicant;
 - (h) there is presently no action, suit or proceeding being brought or pending or threatened against or affecting the Applicant which could result in the expropriation of any property of the Applicant, or which could affect its operations, properties, financial condition or its ability to complete the activities described in the Application;
 - (i) if activities described in the Application require authorization by an agency, the Applicant has obtained such approval prior to the commencement of the activities;
 - (j) 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;
 - (k) it has the power and authority and all necessary licenses and permits to own and operate its properties and carry on its operations, to make the Application, and to perform its obligations pursuant to the Application and these Program Terms and Conditions; and
 - (l) the execution of the Statement of Certification on the Application has been duly and validly authorized by the Applicant in accordance with applicable law, and shall constitute binding legal obligations of the Applicant.
- 19.0 Grant Regulation:**
- 19.1 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 also comply with the *Agriculture and Rural Development Grant Regulation*.