



Livestock Welfare Delivery Agent Program Terms and Conditions

1.0 Purpose

The purpose of the Growing Forward 2 Livestock Welfare Delivery Agent Program is to provide financial support to successful applicants to deliver projects that enable industry to adopt nationally accepted Livestock welfare standards and assessments, and to support the adoption of technologies to enhance productive capacity and maintain social license for agri-food industries in Alberta.

There is limited funding in the Program each Fiscal Year. Applications completed to the satisfaction of the Minister will be considered for approval on a case by case basis, subject to the Program assessment criteria and Program 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.

2.0 Definitions

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

- 2.1 AF:** means Alberta Agriculture and Forestry
- 2.2 Applicant:** means the legal entity that submits an Application and meet the eligibility criteria in section 3.1.
- 2.3 Application:** means the Program application form and all documents required to be submitted pursuant to that form and the Program Terms and Conditions.
- 2.4 Delivery Agent:** means an individual, corporate entity, partnership, post-secondary institution, or non-profit organization that provides training, education and related services to the agri-food industry in Alberta that relate to the improvement of Livestock welfare and which is of benefit to Livestock producers and processors.
- 2.5 Eligible Activities:** means the activities described in the Grant Agreement that have Eligible Expenses associated with them.
- 2.6 Eligible Expenses:** means the expenses listed in the Grant Agreement.
- 2.7 Eligible Expenses Claim Form** means the form to be submitted by the Applicant together with the required documentation to request payment from the Program.
- 2.8 Federal Crown:** means Her Majesty the Queen in Right of Canada.
- 2.9 Fiscal Year:** means the 12 month period beginning April 1 of any year and ending March 31 of the following year.
- 2.10 Grant Agreement:** means the signed agreement between the Minister and an Applicant specifying the details of the grant, describing the Eligible Activities, and listing the Eligible Expenses, as may be amended.
- 2.11 Growing Forward 2:** means the federal-provincial-territorial initiative to create a competitive, adaptable and sustainable agricultural sector in Canada.
- 2.12 Livestock:** means an animal, the meat or other products of which are intended for human consumption or use.
- 2.13 Minister:** means the Minister of AF and his authorized representative(s).
- 2.14 Program:** means the Growing Forward 2 Livestock Welfare Delivery Agent Program.
- 2.15 Program Terms and Conditions:** means the terms and conditions for the Program set out in this document, as may be amended.
- 2.16 Provincial Crown:** means Her Majesty the Queen in Right of Alberta.
- 2.17 Term:** means the period between the start date and the end date stated in the Grant Agreement.



3.0 Eligibility

3.1 Eligible Applicants

3.1.1 Delivery Agents are eligible to apply to the Program.

3.2 Ineligible Applicants

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

- (a) government agencies; and
- (b) any other person deemed by the Minister to be ineligible

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

3.3.1 All activities listed under section 3.3.2 must be related to one or more of the following Program priorities:

- (a) the adoption of national Livestock welfare standards;
- (b) the adoption of national Livestock welfare assessment programs; and
- (c) improvement of Livestock welfare through technological advancement.

3.3.2 One or more of the following activities, may be included in an Application:

- (a) development and delivery of training programs and publication of training/educational materials;
- (b) feasibility and risk/gap assessment activity related to the adoption of national Livestock welfare standards or assessment programs;
- (c) the promotion and/or implementation of national Livestock welfare standards and assessment programs;
- (d) the adaptation and implementation of technologies for improvement of livestock welfare; and as approved by the Minister.

3.3.3 In completing Eligible Activities, the Applicant must:

- (a) comply with all applicable laws and regulations; and
- (b) obtain all required governmental approvals prior to commencing the Eligible Activities, 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 licences 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 that occurred prior to or after the Term; and
- (b) any other activity deemed by the Minister to be ineligible

3.5 Eligible Expenses (must be approved by the Minister)

3.5.1 The following expenses, which must relate to the Program priorities, may be included in an Application:

- (a) incremental administration and management costs for Eligible Activities, which collectively must not exceed 8% of the total cost of the Eligible Activities;
- (b) costs of goods and services to promote, implement and adopt national Livestock welfare standards and assessment programs;
- (c) costs to develop, deliver and promote educational opportunities, printed materials, and websites;



- (d) costs to perform feasibility and risk/gap assessment activities related to the adoption and implementation of national Livestock welfare standards and assessment programs;
 - (e) costs of obtaining client feedback and client advisory committees for the purpose of developing, delivering and evaluating programs;
 - (f) 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;
 - (g) expenses for the adaptation and implementation of technologies to be used for the improvement of national Livestock welfare; and
 - (h) salaried services and/or consultant fees required in the promotion, adoption or implementation of Livestock welfare standards and assessment projects.
- 3.5.2 In incurring Eligible Expenses, the Applicant must follow a process that is transparent, fair, and promotes the best value for the money expended. Eligible Expenses incurred by the Applicant must be at competitive prices that are no greater than fair market value.
- 3.5.3 If the Minister in his sole discretion, considers the amount of any Eligible Expense claimed by the Applicant to be unreasonable, the Minister may adjust the amount of that Eligible Expense to an amount the Minister considers reasonable.
- 3.5.4 If an Application is approved, all Eligible Expenses must be incurred by the Applicant during the Term.

3.6 Ineligible Expenses

- 3.6.1 Expenses that are not eligible for reimbursement under the Program and which must not be included in an Application include:
- (a) Goods and Services Tax (GST);
 - (b) expenses for the purchase of land or the construction of roads;
 - (c) costs incurred prior to or after the Term;
 - (d) normal operations, salary and maintenance costs;
 - (e) costs funded through any other federal or provincial government grants, programs or projects;
 - (f) indirect overhead costs that are not readily attributable to specific Eligible Activities;
 - (g) costs for registration and attendance at trade shows or exhibitions;
 - (h) costs for trade show booths and display equipment; and
 - (i) any other expense deemed by the Minister not to be an Eligible Expense.

4.0 Applications

- 4.1 There is limited funding in the Program each Fiscal Year. Applications will be considered for approval on a case by case basis, subject to the Program assessment criteria and Program funding constraints. Program assessment criteria by which Applications will be assessed include:
- (a) demonstrated collaboration across organizations and institutions resulting in wide-ranging benefits to Alberta's Livestock industries;
 - (b) demonstrated industry support; and
 - (c) demonstrated that Eligible Activities have secured supportive funding.
- 4.2 Applications must include:
- (a) a completed Program application form and all documents required to be submitted with the Program application form;

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- (b) proof of contract of general liability insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof; and
 - (c) any supplementary documentation requested by the Minister.
- 4.3** Applicants are generally expected to complete Eligible Activities themselves, but it is recognized that they may have to contract with other entities to complete parts of the Eligible Activities.
- 4.3.1 If an Applicant knows when submitting their Application that they will be contracting with other entities to complete parts of the Eligible Activities, the Applicant must include the following in their Application:
 - (a) a description of the parts of the Eligible Activities that will be completed by other entities; and
 - (b) rationale for why it is necessary for the Applicant to contract with other entities to complete these parts of the Eligible Activities.
 - 4.3.2 If an Applicant decides to contract with other entities to complete parts of the Eligible Activities once a Grant Agreement is in place, the Applicant must give prior written notice to the Minister that includes the information described in sections 4.3.1(a) and (b).
- 4.4** The maximum Term is 24 months.
- 4.5** Applications must be delivered to:
Growing Forward 2 Livestock Welfare Delivery Agent Program
Alberta Agriculture and Forestry
Animal Health and Assurance Division
Suite 308, J G O'Donoghue Bldg
7000 – 113 Street
Edmonton, AB T6H 5T6
Email: livestockwelfare@gov.ab.ca
- 4.6** Applications must be received by AF or postmarked on or before December 31, 2017.
- 4.7** Applicants may be sent official notice of incomplete Applications requesting required information or documentation. If an Applicant's revised Application is not submitted to the Minister within 14 days of such notification and completed to the satisfaction of the Minister, the Application will be considered cancelled by AF.
- 4.8** The Minister may reject any Application that is inaccurate, incomplete or ineligible in the sole discretion of the Minister.
- 4.9** Applications must be signed by the Applicant or on behalf of the Applicant by a properly authorized representative. The Minister may require evidence of authorization. Personal 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.
- 4.10** An Application will not be considered complete unless the Statement of Certification on the Program application form is signed.



- 4.11 Submission of an Application does not entitle the Applicant to a grant under the Program.
- 4.12 The Applicant acknowledges that the grant may not be sufficient to cover the entire cost of the Eligible Activities, and that the Applicant shall be solely responsible for raising funds from other sources to complete the Eligible Activities. The Applicant acknowledges that the grant is the only financial assistance the Minister will provide under the Program to the Applicant for the Eligible Activities.
- 4.13 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.

5.0 Funding Levels

- 5.1 The Program provides grants to cover Eligible Expenses for Eligible Activities up to a maximum of:
 - a) \$300,000 per Application; and
 - b) \$300,000 per Applicant per Fiscal Year.
- 5.2 Funding received through other federal, provincial and municipal governments cannot exceed 100% 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 for Eligible Expenses does not exceed 100% of these expenses.
- 5.3 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 Payments

- 6.1 The grant will be paid to the Applicant pursuant to the schedule stated in the Grant Agreement, which shall be based on the timelines of the Eligible Activities stated in the approved Application.
- 6.2 The only Eligible Expenses for which the Applicant may make a claim for reimbursement are the Eligible Expenses listed in the Grant Agreement which are directly incurred by the Applicant in completing the Eligible Activities during the Term, unless otherwise authorized by the Minister.
- 6.3 To make a claim for reimbursement, the Applicant must submit a completed Eligible Expenses Claim Form together with:
 - a) copies of all documentation (eg. timesheets, invoices, receipts, cheques, calculations, proof of payment) necessary to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all of the Eligible Expenses claimed;
 - b) a status report or final report for the Eligible Expenses incurred and paid in the period covered by the report; and
 - c) any supplementary documentation requested by the Minister.
- 6.4 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.



- 6.5** Eligible Expenses shall be calculated based on the actual out of pocket cost provided 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).
- 6.6** Eligible Activities and Eligible Expenses qualify only once for payment under the Program.
- 6.7** The amount of the grant stated in the Grant Agreement shall be adjusted based on the Eligible Expenses claimed by the Applicant and approved by AF, but shall not exceed the amount stated in the Grant Agreement.
- 6.8** Applicants cannot assign or defer any payment under this Program.
- 6.9** The Applicant shall not return for refund any items for which the Applicant has received a payment under the Program.
- 6.10** The Applicant shall not sell or trade any items for which the Applicant has received a payment under the Program for at least three years after the end of the Term.

7.0 Reporting Requirements

- 7.1** Unless otherwise specified by the Minister, the Applicant shall provide the Minister with written status reports, to the Minister's satisfaction and by the dates specified by the Minister, detailing:
 - (a) the status of the Eligible Activities, including the estimated percentage of the work completed and the estimated date of completion, and a financial report detailing all expenditures to date;
 - (b) the status of the grant proceeds, including all expenditures of the grant proceeds for the period of the status report and cumulative for the Eligible Activities, and the amount of the grant proceeds currently held by the Applicant;
 - (c) any other grants received or to be received from any level of government in respect to the Eligible Activities;
 - (d) the total amount of Eligible Expenses claimed in the relevant period, and all documentation and calculations used to determine the Eligible Expenses;
 - (e) any material events, developments or circumstances arising in relation to the Eligible Activities; and
 - (f) any other information requested by the Minister.
- 7.2** Unless otherwise specified by the Minister, the Applicant shall provide the Minister with a written final report, to the Minister's satisfaction and by the date specified by the Minister, detailing:
 - (a) a list of the Eligible Activities completed by the Applicant;
 - (b) a report of the Applicant's success in meeting the objectives of the Eligible Activities;
 - (c) an analysis of the outcomes of the Eligible Activities, including a summary of total attendance, processor participation, vendor participation, and comparison of attendance to other years;
 - (d) a narrative of the value-added benefits of the Eligible Activities;
 - (e) copies of any materials distributed to delegates, if any;
 - (f) a financial report, certified by a financial officer of the Applicant detailing all expenditures of the Eligible Activities 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 Eligible Activities, including the Applicant's cash



- contributions;
- (g) a declaration of any other grants from any level of government in respect of the Eligible Activities;
- (h) any material events, developments or circumstances arising in relation to the Eligible Activities; and
- (i) any other information requested by the Minister.

7.3 If requested by the Minister upon completion of the Eligible Activities, the Applicant shall submit an audited statement of expenditures for the Eligible Activities to the Minister.

7.4 The Minister may request the Applicant to submit additional reports during the Term which the Applicant shall submit, to the Minister's satisfaction, by the dates specified in the Agreement.

8.0 Verification

8.1 The Applicant must submit documentation to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all of the Eligible Expenses claimed. Documents the Applicant may submit to do this include:

- a) invoices for the claimed Eligible Expenses that are in the Applicant's name;
- b) proof of payment for the claimed Eligible Expenses.

The Applicant must also provide any other documentation requested by the Minister that the Minister requires to be satisfied that the Applicant incurred and paid the Eligible Expenses claimed.

8.2 All items on an invoice submitted by the Applicant must be listed separately, and the cost for each Eligible Expense must be clearly identified.

8.3 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 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.

8.4 The Applicant agrees to give the Minister and representatives of the Minister access to examine their business operation from the effective date of the Grant Agreement until six years following the end of the Term. The Applicant agrees to make available to the Minister all business records, books of account, and income tax returns necessary for the audit and evaluation of the Eligible Activities. 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.

9.0 Inspection

9.1 If an Application is approved, from the effective date of the Grant Agreement until seven years following the end of the Term, the Minister is entitled, at reasonable times and upon reasonable notice to the Applicant, to attend the business operation of the Applicant for the purpose of examining items pertinent to the Eligible Activities in order to assess whether



the Applicant is in compliance with the Program Terms and Conditions and the Grant Agreement.

10.0 Intellectual Property

- 10.1** The Applicant shall own any intellectual property, including copyright, trademarks and patents over the materials developed or arising from the course of carrying out the Eligible Activities, unless specified in the Grant Agreement.
- 10.2** Although the Minister is not intended to have ownership of copyright or any other intellectual property generated by the Applicant in the course of carrying out the Eligible Activities, the Minister shall be entitled to make such non-commercial use of any intellectual property delivered in the Applicant's reporting as it sees fit (including excerpts therefrom), and the Applicant shall, upon request, provide to the Minister any specific licenses or authorizations as may be required, including if necessary the supply of waivers of moral rights as may be required for the use of excerpts from the intellectual property.

10.0 Indemnity, Liability and Insurance

- 10.1** The 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 Activities arising from the negligence, other tortious act or willful misconduct by the Applicant, or those for whom the Applicant is legally responsible. This section shall survive the conclusion or termination of the Grant Agreement.
- 10.2** The Applicant acknowledges that the Provincial Crown and Federal Crown are not liable to the Applicant, the Applicant's heirs, administrators and assigns for the personal injury, property damage, or any other damage, injury, claim or loss whatsoever arising out of the Program and the Applicant's participation in it.
- 12.3** The Applicant, at its own expense and without limiting its obligations under this Agreement, shall insure its operations under a policy of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof and which shall include products liability.

The Minister may require evidence of the required insurance in a form satisfactory to the Minister prior to the commencement of the Eligible Activities. All required insurance shall be endorsed to provide the Minister with 30 days advance written notice of cancellation or material change restricting coverage.

11.0 Refunds

- 11.1** 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.



12.0 Non Compliance

12.1 Any one or more of the following shall constitute an event of default (“Event of Default”):

- (a) failure of the Applicant to make satisfactory progress on the Eligible Activities pursuant to the Grant Agreement, in the sole discretion of the Minister;
- (b) failure of the Applicant to comply with any of its obligations under the Program Terms and Conditions or the Grant Agreement, in the sole discretion of the Minister;
- (c) the Applicant ceases to carry out the Eligible Activities during the Term, in the sole discretion of the Minister;
- (d) the Applicant becomes insolvent or ceases to carry on its operations; and
- (e) a resolution is passed or an application is made for winding up, dissolution, liquidation or amalgamation of the Applicant.

12.2 Upon the occurrence of an Event of Default:

- (a) in addition to any other remedy under the Program Terms and Conditions, the Grant Agreement, or at law, the Minister may do one or more of the following:
 - (i) withhold payments of the grant to the Applicant;
 - (ii) demand that the Applicant immediately repay to the Minister all or part of the grant. Any such amount shall be a debt due to and recoverable by the Minister;
 - (iii) terminate the Grant Agreement; and
- (b) the Minister may require the Applicant to do one or more of the following, and depending on the requirement, the Applicant shall immediately:
 - (i) make no further commitments for expenditures and make no further disbursements that would be Eligible Expenses, except with the Minister’s prior written approval;
 - (ii) pay to the Minister the amount demanded pursuant to s. 12.2(a)(ii); and
 - (iii) provide an accounting of the full amount of the grant with an audit report.

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 within AF any amounts that become repayable by the Applicant to the Minister under this Program.

14.0 False or misleading information

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

15.0 Debts to Provincial Crown or Federal Crown

15.1 The Minister has the right to deduct from the Applicant’s entitlement any amount due and owing to the Provincial Crown or Federal Crown by the Applicant.

16.0 Representations and Warranties

16.1 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 activities 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) it has the necessary financial resources to complete the activities listed in the Application;
- e) 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*;
- f) 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;
- g) 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;
- h) 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 the assets of the Applicant;
- i) it has adequate human resources, experience and skills to carry out the activities described in the Application;
- j) 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;
- k) if activities described in the Application require authorization by an agency, the Applicant has obtained such approval prior to the commencement of the Eligible Activities ;
- l) 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;
- m) 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
- n) the execution of the Statement of Certification in the Application has been duly and validly authorized by the Applicant in accordance with applicable law, and shall constitute a binding legal obligation of the Applicant.

17.0 Grant Regulation and Disclosure of Grant Recipient Information

- 17.1** 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 and the Grant Agreement, the Applicant must comply with the Agriculture and Rural Development Grant Regulation.
- 17.2** The Applicant acknowledges that AF publicly discloses the following information for all grant recipients: the grant recipient name, the amount of the grant, the program the grant is paid under, and the payment date.

18.0 Changes to the Program or Program Terms and Conditions

- 18.1** 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 Growing Forward 2 website.
- 18.2** 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.

19.0 Ministerial discretion

- 19.1** 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.



20.0 No Agency

20.1 Nothing in this Program constitutes or is intended to constitute the parties as an agent of the other for any purpose, or to create any relationship of agency, partnership or joint venture.