



## Agricultural Watershed Enhancement Program Terms and Conditions for Group Proposals 2014-2018

### 1. Purpose

The Agricultural Watershed Enhancement Program will facilitate the delivery of targeted, comprehensive extension programs, increased uptake of wetland restoration and riparian health beneficial management practices (BMPs), and realize measurable changes within high risk watershed areas, focused on addressing flood, drought, and water quality issues.

The Program has grants available for Group Applicants, as well as for Landowner Applicants. Group Applicants are governed by these Group Terms and Conditions, and Landowner Applicants are governed by the Landowner Terms and Conditions.

Group Applicants are eligible to submit Group Proposals under these Group Terms and Conditions. If a Group Proposal is approved by the Minister and the Group Applicant requested funding, the Group Applicant must enter into a Grant Agreement with the Minister. If a Group Proposal is approved by the Minister and the Group Applicant did not request funding, the Group Applicant will receive a Group Proposal Acceptance Letter from the Minister.

Approval of a Group Proposal, either through the Group Applicant entering into a Grant Agreement with the Minister or receiving a Group Proposal Acceptance Letter, is a precondition for Landowner Applicants located in the Enhancement Area specified in the Group Proposal to submit applications and be considered for funding under the Landowners Terms and Conditions.

There is limited funding in the Program. Group Proposals 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.

### 2. Definitions

- 2.1 **Active Producer:** means an individual, registered partnership, or registered corporation responsible for the day-to-day management and work on the farm, including responsibility for input costs for agricultural crops or livestock producing at least \$10,000 worth of farm commodities annually, but does not include a landlord whose only interest in the crop or livestock is that of ownership of the land.
- 2.2 **AF:** means Alberta Agriculture and Forestry.
- 2.3 **Eligible Expenses:** means the expenses listed in s. 3.4.1.
- 2.4 **Enhancement Area:** means the area specified by the Group Applicant in their Group Proposal in which Landowner Applicants will implement BMP projects.
- 2.5 **Federal Crown:** means Her Majesty the Queen in Right of Canada.
- 2.6 **Fiscal Year:** means the period from April 1 until March 31 of the following year.
- 2.7 **Funded Group Applicant:** means a Group Applicant that has entered into a Grant Agreement with the Minister.

- 2.8 **Grant Agreement:** means the executed agreement between the Minister and a Funded Group Applicant specifying the details of the grant, describing the Project, and listing the Eligible Expenses, as may be amended.
- 2.9 **Group Applicant:** means a legal entity that submits a Group Proposal and satisfies the eligibility criteria in s. 3.1.
- 2.10 **Group Proposal:** means the completed Group Proposal application form and all documents required to be submitted pursuant to that form and the Group Terms and Conditions.
- 2.11 **Group Proposal Acceptance Letter:** means the letter from the Minister to a Group Applicant notifying the Group Applicant that their Group Proposal has been accepted, if no funding was requested.
- 2.12 **Group Terms and Conditions:** means the Program terms and conditions for Group Proposals set out in this document, as may be amended.
- 2.13 **Landowner Applicant:** means a legal entity that is eligible to submit an application to the Program under the Landowner Terms and Conditions.
- 2.14 **Landowner Funding List:** means the Agricultural Watershed Enhancement Program Funding List that identifies the projects that may be completed by Landowner Applicants pursuant to the Landowner Terms and Conditions.
- 2.15 **Landowner Terms and Conditions:** means the Program Terms and Conditions for Landowner Applicants, as may be amended.
- 2.16 **Minister:** means the Minister of AF and his authorized representative(s).
- 2.17 **Program:** means the Agricultural Watershed Enhancement Program.
- 2.18 **Program Term:** means the time period for the Program, being April 1, 2014 to March 31, 2018.
- 2.19 **Project:** means one or more of the activities identified in s. 3.3.1
- 2.20 **Project Term:** means the term specified in the Grant Agreement or Group Proposal Acceptance Letter.
- 2.21 **Provincial Crown:** means Her Majesty the Queen in Right of Alberta.

### 3. Eligibility

#### 3.1. Eligible Applicants

The following legal entities are eligible to apply to the Program under the Group Terms and Conditions:

- a) an agricultural group registered under the Societies Act, such as an applied research/forage association;
- b) incorporated watershed groups;
- c) drainage/irrigation districts;
- d) incorporated not-for-profit organizations; and
- e) recognized (as determined by the Minister) forms of rural municipal governments in Alberta, including Municipal Districts (including Counties and Hamlets), Special Areas, Specialized Municipalities and Improvement Districts.

#### 3.2 Ineligible Applicants:

The following persons are not eligible to apply to the Program under the Group Terms and Conditions:

- a) Landowner Applicants;
- b) agribusinesses offering custom services, consulting services or general services to agricultural clients;
- c) grazing reserves;
- d) research stations;
- e) universities;

- f) Hutterite colonies, churches, and similar organizations; and
- g) any other person deemed by the Minister to be ineligible.

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

- 3.3.1 Activities included in a Group Proposal must initiate and support the implementation of projects by Landowner Applicants which are designed to mitigate flood/drought or improve water quality, and must include one or more of the following:
  - a) subject to s. 3.3.2, development and delivery of watershed resiliency, flood/drought mitigation, and water quality education activities such as courses, workshops, seminars or conferences for Landowner Applicants;
  - b) subject to s. 3.3.3, counseling of Landowner Applicants to enhance their watershed awareness and knowledge;
  - c) development and distribution of print, electronic, and audiovisual informational resources aimed at educating Landowner Applicants; and
  - d) advertising, website development and maintenance, development and/or enhancement of information and/or data systems to manage the delivery of watershed programs in Alberta.
- 3.3.2 The Group Applicant must market all group education activities for Landowner Applicants with an agriculture focus, and the extension materials provided at these events and the events themselves must also have an agriculture focus.
- 3.3.3 Only Landowner Applicants who are Active Producers are eligible for one-on-one counselling.
- 3.3.4 In completing the Project under the Program, the Group 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.
- 3.3.5 Acceptance of a Group Proposal creates no obligation on the part of the Provincial Crown or the Federal Crown to provide licenses or approvals under any legislation.
- 3.3.6 Funded Group Applicants shall acknowledge Growing Forward 2 as a source of funding for the Project on communications materials as specified by the Minister in the Grant Agreement.

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

- 3.4.1 The following expenses may be included in a Group Proposal:
  - a) salary and benefits for staff whose primary responsibility is to ensure success of the Project;
  - b) 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;
  - c) the cost of computer equipment together with software to be used for the Project, up to a maximum of \$3,000 per Fiscal Year;
  - d) speaker fees for workshops, conferences or seminars related to watershed resiliency and restoration;
  - e) costs for the development and delivery of eligible watershed education activities;
  - f) the cost of goods and services to promote and deliver the Project, including administrative costs such as advertising and website development related to the Project; and
  - g) any other expense deemed eligible by the Minister.
- 3.4.2 In incurring Eligible Expenses, the Group Applicant must follow a process that is transparent, fair, and promotes the best value for the money expended. Eligible Expenses incurred by the Group Applicant must be at competitive prices that are no greater than fair market value.
- 3.4.3 If the Minister, in his sole discretion, considers the amount of any Eligible Expense claimed by the Group Applicant to be unreasonable, the Minister may adjust the amount of that Eligible Expense to an amount the Minister considers reasonable.

### 3.5 **Ineligible Expenses**

- 3.5.1 Expenses that are not eligible for reimbursement under the Program and which must not be included in a Group Proposal include:

- a) expenses for a Project which is not designed to initiate and support the implementation of projects by Landowner Applicants to mitigate flood/drought or improve water quality as the primary outcome;
- b) expenses incurred by the Group Applicant for administration and coordination of activities to maintain a watershed enhancement program in Alberta;
- c) Goods and Services Tax (GST);
- d) expenses incurred outside of the Project Term, in the sole discretion of the Minister;
- e) purchase of capital equipment not directly tied to the Project;
- f) purchase or construction of real property or structural works;
- g) purchase of fleet (e.g. land, water, air vehicles);
- h) land or wetland conservation offsets or compensation;
- i) academic research or education/outreach not tied to a Project;
- j) expenses not incurred by the Group Applicant in carrying out the Project, in the sole discretion of the Minister;
- k) expenses incurred in transactions between persons who are related to each other by blood, marriage, adoption, common-law relationships, or close business ties;
- l) expenses funded through any other federal or provincial government grants, programs or projects; and
- l) any other expense deemed ineligible by the Minister.

#### 4. Group Proposals

##### 4.1 The Group Proposal submitted by the Group Applicant must:

- a) demonstrate an environmental improvement or benefit to flood/drought mitigation or water quality that will result from the implementation of the Project;
- b) include a detailed aerial photo or map of the Enhancement Area;
- c) if the Group Applicant is requesting funding, include a budget outlining manpower, extension, and/or projected research expenditures; and
- d) include an estimated Project implementation budget based on projects included in the Landowner Funding List that the Group Applicant anticipates will be completed by Landowner Applicants and which will result in an environmental improvement or benefit to flood/drought mitigation or water quality.

##### 4.2 Group Proposals must be submitted by the date specified on the Growing Forward 2 – Agricultural Watershed Enhancement Program website. Group Proposals may be submitted by email to [GOA.Watershed@gov.ab.ca](mailto:GOA.Watershed@gov.ab.ca) or by mail to Growing Forward 2 – Agricultural Watershed Enhancement Program, 206, 7000-113 Street NW, Edmonton, AB, T6H 5T6.

##### 4.3 Funding for the Program is limited. Group Proposals will be considered for approval on a case-by-case basis, subject to the Program assessment criteria and Program funding constraints. The Program assessment criteria by which Group Proposals will be assessed will include:

- a) identification and ranking priority areas for wetland and riparian area restoration and conservation, including priority areas for water quality improvement;
- b) advancing flood, drought and water quality resiliency in priority areas within watersheds in Alberta to enhance communities and improve environments;
- c) restoring and enhancing ecological connectivity and function and water quality in critical areas;
- d) increasing knowledge, awareness and participation by program participants, agricultural producers and the public in activities that restore and sustain watershed functions; and
- e) enhancing community capacity to restore and maintain critical watershed features for future generations.

##### 4.4 If a Group Applicant submits a Group Proposal that requests funding, the total grant request must be at least \$5000.

4.5 The Minister may reject any Group Proposal that is ineligible, inaccurate, or incomplete, in the sole discretion of the Minister.

4.6 The Group Proposal submitted by the Group Applicant must be signed by a properly authorized representative on behalf of the Group Applicant. The Minister may require evidence of authorization.

A Group Proposal submitted by the Group Applicant will not be considered complete unless it is signed by an authorized representative of the Group Applicant.

4.7 A Group Applicant may submit Group Proposals for different and distinct Enhancement Areas over the Program Term.

4.8 If the Minister approves a Group Proposal in which the Group Applicant requests funding, the Group Applicant will be sent a Grant Agreement. If the Minister approves a Group Proposal in which the Group Applicant does not request funding, the Group Applicant will be sent a Group Proposal Acceptance Letter. Once the Group Applicant enters into a Grant Agreement with the Minister or receives a Group Proposal Acceptance Letter, Landowner Applicants located in the Enhancement Area specified in the approved Group Proposal will then be eligible to submit applications under the Landowner Terms and Conditions.

## **5 Amendments to the Grant Agreement**

5.1 A Grant Agreement may be amended as follows during the Project Term:

a) The Group Applicant may request that:

i. expenses listed in Section 3.4.1 be added to the Grant Agreement, or that Eligible Expenses listed in the Grant Agreement be removed; or

ii. the Project Term be changed

by submitting a written request to the Minister outlining and justifying the proposed amendments.

b) If the Minister approves a proposed amendment, the Minister will enter into an amending agreement with the Applicant.

5.2 The Minister is not required to approve any proposed amendment to a Grant Agreement.

5.3 Prior to the Group Applicant entering into an amending agreement with the Minister, any activities undertaken by the Group Applicant or expenses incurred by the Group Applicant that are not described in the Grant Agreement are undertaken and incurred by the Group Applicant at the Group Applicant's own risk as they may not be approved or funded by the Minister.

## **6 Funding Levels**

6.1 The Program provides grants from the Provincial Crown to Funded Group Applicants to cover up to 100% of Eligible Expenses for Projects, at the sole discretion of the Minister.

6.2 Funding received through other federal, provincial and municipal governments cannot exceed 100% of the Eligible Expenses claimed by the Funded Group 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.

6.3 In the event that federal or provincial funding levels are changed to the extent that the money available to the Minister to make the grant is reduced or eliminated, the Minister may, in his sole discretion, cancel or reduce the amount of the grant.

## **7 Grant Payments**

7.1 Payments to a Funded Group Applicant will be made pursuant to the payment schedule specified in the Grant Agreement.

- 7.2 The only Eligible Expenses for which the grant may be used are the Eligible Expenses listed in the Grant Agreement which are directly incurred by the Funded Group Applicant in completing the Project during the Project Term, unless otherwise authorized by the Minister.
- 7.3 To make a claim for payment, a Funded Group Applicant must submit the following:
- a) a request for payment with copies of all documentation (e.g. invoices, receipts, cheques, calculations, proof of payment) necessary to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all Eligible Expenses claimed; and
  - b) any supplementary documentation requested by the Minister.
- 7.3 The determination of whether an expense incurred by the Funded Group Applicant constitutes an Eligible Expense that is eligible for payment is at the sole discretion of the Minister.
- 7.4 Eligible Expenses shall be calculated based on the actual out of pocket cost to the Funded Group Applicant (i.e. cost of the Eligible Expense less any rebates, discounts, incentives, credits, or any payment from any third party, whether provided at the time of purchase or at a later date).
- 7.5 Projects and Eligible Expenses qualify only once for payment under the Program.
- 7.6 The amount of the grant stated in the Grant Agreement shall be adjusted based on Eligible Expenses claimed by the Funded Group Applicant and approved by AF, but shall not exceed the amount stated in the Grant Agreement.
- 7.7 Funded Group Applicants cannot assign or defer any payment under this Program.
- 7.9 Funded Group Applicants shall not return for refund any items for which the Applicant has received a payment under the Program.

## **8 Reporting Requirements**

- 8.1 If required by the Minister, the Group Applicant shall provide the Minister with written status reporting, to the Minister's satisfaction and on the dates specified by the Minister, detailing:
- a) a list of activities completed by the Applicant in relation to the Project in the period covered by the status report;
    - (b) the status of the Grant Proceeds, including a financial report detailing all expenditures of the Grant Proceeds for the period covered by the status report and cumulative for the Project, and the amount of Grant Proceeds currently held by the Applicant;
    - (c) any other grants from any level of government in respect of the Project;
    - (d) all documentation and calculations used to determine the Eligible Expenses, including without limitation copies of relevant invoices and receipts;
    - (e) any material events, developments or circumstances arising in relation to the Project; and
    - (f) any other information requested by the Minister.
- 8.2 Unless otherwise specified by the Minister, the Group 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 activities completed by the Group Applicant in relation to the Project;
  - b) the objectives that were met and the outcomes that were achieved by the Group Applicant;
  - c) a description of the successful aspects of the Project, as well as any opportunities for improvements;
  - d) the number of Landowners Applicants interacted with by the Group Applicant;
  - e) copies of all resource materials produced by the Group Applicant in relation to the Project;
  - f) if the Group Applicant received funding, a financial report certified by a financial officer of the Group Applicant detailing all expenditures of the Project in relation to the activities listed in the Group Proposal, the expenditures attributed to the grant, and the expenditures attributed to other funding sources for the Project, including the Applicant's cash contributions; and

g) any other information requested by the Minister.

8.3 The Minister may request the Group Applicant to submit additional written reports during the Project Term which the Group Applicant shall submit, to the Minister's satisfaction, on the dates specified by the Minister.

#### **9. Verification**

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

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

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

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

9.3 The Group Applicant consents to the Minister releasing any information contained in the Group Proposal, or related to it, and obtained by the Minister in the course of verifying or auditing the Group Proposal, to any other government department, agency or other body for the purposes of verifying the Group Proposal or determining the Group Applicant's eligibility for this Program. The Group Applicant expressly authorizes the Minister to obtain information from any government department, agency or other body to verify the contents of the Group Proposal and to determine the Group Applicant's eligibility for this Program.

9.4 The Funded Group Applicant agrees to give representatives of the Minister access to examine their farming or business operation from the effective date of the Grant Agreement for six years following the end of the Project Term. The Funded Group Applicant agrees to make available to the Minister all records, books of account, invoices, databases, income tax returns, and audit and evaluation reports in relation to the Project that are necessary for the audit and evaluation of the Project. If the Funded Group Applicant fails to provide such information within a reasonable time on reasonable notice, as determined by the Minister, the Funded Group Applicant may be required to refund any payments received under the Program, as well as forfeit any future payments under the Program.

#### **11. Inspection**

11.1 If an Application is approved, from the effective date of the Grant Agreement until six years following the end of the Project Term, the Minister is entitled, at a reasonable time and upon reasonable notice to the Funded Group Applicant, to attend the farming or business operation of the Funded Group Applicant for the purpose of examining items pertinent to the Project in order to assess whether the Funded Group Applicant is in compliance with these Program Terms and Conditions and the Grant Agreement.

#### **12. Intellectual Property**

12.1 The Group Applicant shall own any intellectual property, including any copyright, trademarks and patents over the materials developed or arising from the course of carrying out the Project.

12.2 Although the Minister is not intended to have ownership of copyright or any other intellectual property generated by the Group Applicant in the course of carrying out the Project, 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 Group 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.

### **13.0 Non-Compliance**

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

- (a) failure of the Funded Group Applicant to make satisfactory progress on the Project pursuant to the Grant Agreement, in the sole discretion of the Minister, during the Project Term;
- (b) failure of the Funded Group 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 Funded Group Applicant ceases to carry out the Project during the Project Term, in the sole discretion of the Minister;
- (d) the Funded Group Applicant becomes insolvent or ceases to carry on its operations during the Project Term; and
- (e) a resolution is passed or an application is made for winding up, dissolution, liquidation or amalgamation of the Funded Group Applicant during the Project Term.

13.2 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 Funded Group Applicant;
  - (ii) demand that the Funded Group 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; and
- (b) the Minister may require the Funded Group Applicant to do one or more of the following:
  - (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. 13.2(a)(ii);
  - (iii) provide an accounting of the full amount of the grant with an audit report.

### **14. Refunds**

14.1 The Funded Group Applicant shall immediately refund to the Provincial Crown any payment received under the Program that is not in accordance with the Group Terms and Conditions or the Grant Agreement upon notice being provided to the Funded Group 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 Funded Group Applicant.

### **15. Right of Set-Off**

15.1 The Funded Group Applicant agrees that the Minister may set-off against any other grant or amount payable to the Funded Group Applicant under any programs administered within AF any amounts that become repayable by the Funded Group Applicant to the Minister under this Program.

### **16. False or Misleading Information**

16.1 A Group Applicant who provides false or misleading information under this Program forgoes all rights to benefit from this Program.

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

17.1 The Minister has the right to deduct from any grant approved for a Funded Group Applicant any amount due and owing to the Provincial Crown or Federal Crown by the Funded Group Applicant.

### **18. Representations and Warranties**

18.1 By submitting a Group Proposal, the Group Applicant represents and warrants that:

- a) the person signing the Group Proposal is duly authorized to make the Group Proposal, bind the Group Applicant to the Group Terms and Conditions, and, in the case of a partnership,



- b) bind the partners to the Group Terms and Conditions on the basis of joint and several liability; no Group Proposal has been made for the same activities by any other person, including without limitation, a person who is not arm's 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 Group Proposal, 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 Group Proposal;
- 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 Group 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 Group 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 Group Applicant or of the disposition of all or substantially all the assets of the Group Applicant;
- i) it has adequate human resources, experience and skills to carry out the activities described in the Group Proposal;
- j) there is presently no action, suit, or proceeding being brought or pending or threatened against or affecting the Group Applicant which could result in the expropriation of any property of the Group Applicant, or which could affect its operations, properties, financial condition, or its ability to complete the activities described in the Group Proposal;
- k) if activities described in the Group Proposal require authorization by an agency, the Group Applicant has obtained such approval prior to the commencement of the 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 Group Proposal, and to perform its obligations pursuant to the Group Proposal and these Group Terms and Conditions; and
- n) the execution of Group Proposal has been duly and validly authorized by the Group Applicant in accordance with applicable law, and shall constitute a binding legal obligation of the Group Applicant.

## **19. Changes to the Program, Group Terms and Conditions or Funding List**

- 19.1 The Minister may change or terminate the Program, or revise the Group Terms and Conditions and/or Landowner Funding List, by posting the revised Group Terms and Conditions and/or Landowner Funding List on the Alberta Growing Forward 2 website.
- 19.2 A Group Proposal submitted by a Group Applicant shall be administered by, and a grant provided by the Minister to a Funded Group Applicant shall be governed by, the Group Terms and Conditions that were posted on the Alberta Growing Forward 2 website as of the date that the Group Proposal was received.

## **20. Grant Regulation and Disclosure of Grant Recipient Information**

- 20.1 Payments under this Program are subject to the Agriculture and Rural Development Grant Regulation. The Group Applicant acknowledges that, if it receives funding, in addition to complying with these Group Terms and Conditions, the Group Applicant must also comply with the Agriculture and Rural Development Grant Regulation, as may be amended.
- 20.2 The Group 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.

**21. Ministerial Discretion**

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