

# Sustainable Canadian Agricultural Partnership

Competitive. Innovative. Resilient.

## Program Terms and Conditions

Version 1.0



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# 1 Definitions

1.1 The following terms have the following meanings:


- (a) **Funding Agreement:** a written agreement between the Applicant and the Government of Manitoba, in form and content satisfactory to the Program Administrator, that sets out the terms and conditions under which the Applicant will receive program funds;
- (b) **Intellectual Property:** all materials, concepts, know-hows, formulae, inventions, improvements, industrial designs, processes, patterns, machines, manufactures, compositions of matter, compilations of information, patents and patent applications, copyrights, trade secrets, technology, technical information, software, prototypes and specifications, including any right to apply for protections under statutory proceedings available for those purposes, provided they are capable of protection at law;
- (c) **Minister:** The Minister of Agriculture for the Government of Manitoba, and includes any person authorized to act on the Minister's behalf;
- (d) **Program Administrator:** Manitoba Agriculture; and
- (e) **Program Terms and Conditions:** These terms and conditions as revised, altered or amended from time to time.

## 2 Funding Decision

- 2.1 The Program Administrator will notify the Applicant to advise whether the Applicant's project has been approved for funding or not. It may be decided that only part of a project is approved for program funding, or that only specific eligible expenses are approved for program funding.
- 2.2 Successful Applicants will be required, as a condition of funding, to enter into a Funding Agreement with the Government of Manitoba.
- 2.3 If the Applicant commences a project and incurs eligible expenses before the Funding Agreement and all other documents required in connection with the Applicant's participation in the program are fully and properly completed, the Applicant does so at their own risk. A project may not be approved for funding and/or may not be approved to receive all of the funding applied for.

## 3 Payments

- 3.1 Payments will be issued in accordance with the terms of the Funding Agreement.

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- 3.2 Applicants will be required to submit a claim form, itemized receipts or other acceptable proof of payments, and other documents as specified in the Funding Agreement to agriculture@gov.mb.ca.
  - 3.3 If the funds for any particular reporting period are not spent, the Program Administrator may adjust future payments, where applicable.
  - 3.4 The Applicant must incur, and have paid, expenses associated with the project before they can be reimbursed in accordance with the timeline(s) and other terms and conditions of the Funding Agreement.
  - 3.5 The calculation of eligible expenses will be based on the actual out-of-pocket cost to the Applicant, less any rebates, discounts, incentives and credits, whether provided at the time of purchase or a later date.
  - 3.6 The Applicant must adhere to the stacking limit. The stacking limit refers to the maximum level of total Canadian government funding (federal, provincial/territorial, and municipal) a successful Applicant can receive towards total approved eligible expenses of a project.
  - 3.7 Any payment of funding to be made under the program is subject:
    - (a) to an appropriation of funds by the Parliament of Canada and Legislature of Manitoba in the fiscal year in which the payment is due; and
    - (b) to cancelled or reduced payments if departmental funding levels are changed by the Parliament of Canada or the Legislature of Manitoba.
  - 3.8 The Program Administrator does not assume any responsibility for the tax implications of financial support under the program. Any payments made under this program may have income tax implications for the Applicant. The Applicant is advised to consult their tax advisor as to the income tax consequences of participation in the program.
  - 3.9 The Funding Agreement will detail program funding requirements, including the payment process, the budget, performance and financial reporting requirements.
  - 3.10 Funding advances are at the discretion of the Program Administrator and, if made, will be governed by the terms and conditions of the Funding Agreement.

## **4 Program Decision Review**

- 4.1 The Program Administrator will establish a process that permits an Applicant to request an internal review of a program decision in specific circumstances. Further details concerning this process may be obtained from the Program Administrator.

## 5 Third Party Contracts

- 5.1 The Applicant shall ensure that all contracts entered into with a subcontractor or any other third party in respect of their project are awarded in a manner that is competitive, fair, transparent and consistent with value for money principles and compliant with all applicable trade agreements and any requirements which may be stipulated by the Program Administrator.

## 6 Overpayments


- 6.1 The Program Administrator shall be entitled to demand immediate repayment from the Applicant of the amount of any Overpayment and the Applicant shall pay the amount demanded within 30 days of such demand. Any Overpayment which is not paid in full when due shall be deemed to be a debt due and owing by the Applicant to the Government of Manitoba.
- 6.2 For the purposes of this section, the term “Overpayment” means any one or more of the following:
- (a) any amount of program funding provided to the Applicant that exceeds the amount the Applicant was entitled to receive;
  - (b) any program funds used or applied for by the Applicant on account of costs or expenses that are not eligible expenses under the program;
  - (c) any program funds advanced to the Applicant that are not actually expended on eligible expenses within the fiscal year for which such program funds were appropriated; and
  - (d) any program funds received contrary to these Program Terms and Conditions, or that are otherwise returnable or repayable to the Government of Manitoba under these Terms and Conditions or the terms of the Funding Agreement.

## 7 Publications and Communications

- 7.1 Any communications (including social media), publications, advertising and news releases issued by the Applicant in connection with its activities under the program must be approved in advance by the Program Administrator. The Funding Agreement may include additional terms regarding communications, publications, advertising and news releases.

## 8 Collection, Use and Disclosure of Personal Information and Protection of Privacy

- 8.1 The Applicant's personal information is being collected under the authority of clause 36(1)(b) of The Freedom of Information and Protection of Privacy Act (FIPPA), as it is directly related to and necessary for the purpose of determining and verifying Applicant eligibility for the program.
- 8.2 The Applicant's information will be disclosed to Agriculture and Agri-Food Canada (AAFC), and the program administrator under the authority of clauses 44(1)(i) and 44(1)(x.1) in order to facilitate the administration, monitoring and evaluation of the program.
- 8.3 The Applicant's personal information is protected under the privacy provisions of FIPPA. Personal information cannot be used or disclosed for any other purpose, unless consent is provided or the disclosure is authorized or required under FIPPA. If you have questions concerning the collection, use or disclosure of Applicant information, please contact the Access and Privacy Co-ordinator at 204-945-0913.
- 8.4 The collection of personal information is limited to only as much personal information as is reasonably necessary to accomplish the purpose for which it is collected. Only those employees and agents who need to know the information to carry out the purpose for which it was collected, can use or access personal information.
- 8.5 The Applicant's personal information will be used to verify eligibility for Sustainable Canadian Agricultural Partnership programs, to contact you for further information or clarification, or to communicate any future programs that may be of interest.
- 8.6 By submitting an application under the program, the Applicant has consented:
- (a) to supply any other relevant and required documentation to confirm eligibility;
  - (b) to disclose information to The Department of Agriculture for review and assessment under the program;
  - (c) to disclose information to the Manitoba Agricultural Services Corporation ("MASC") for the purpose of facilitating payment to the Applicant on behalf of The Department of Agriculture;
  - (d) to participate in any surveys, focus groups, interviews or other methods of program evaluation;

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- (e) to on-site requests to verify program eligibility and monitor the applicant's progress under the program;
  - (f) to the public release by the Government of Canada or the Government of Manitoba of the Applicant's name, the amount of funding received under the program or activity, and the general nature of the project that is receiving funding;
  - (g) to authorize indirect collection of personal information from someone other than the Applicant to verify program eligibility, or for verification or audit purposes; and
  - (h) to the Applicant's information being used and disclosed for the purpose of analyzing program effectiveness.

8.7 The consents in this section 7 are also made on behalf of, and extend to, the co-Applicant (if applicable) and any other person named in the Applicant's application.

## **9 False or Misleading Information**

9.1 An Applicant who provides false or misleading information under the program:


- (a) foregoes all rights to program payments and any other benefits under the program for which they would be otherwise eligible;
- (b) is liable to repay all program payments received; and
- (c) may be subject to prosecution.

9.2 The provision of false or misleading information under the program may be taken into account in determining eligibility for other Sustainable Canadian Agricultural Partnership programs.

## **10 Right of Set-off**

10.1 In addition to any rights of set-off the Government of Manitoba may have at law, the Minister may set-off any amount payable to the Applicant under the program against:

- (a) any amount due and owing by the Applicant under the program;
- (b) any amount due and owing by the Applicant under any other Sustainable Canadian Agricultural Partnership program; and
- (c) any other amount due and owing by the Applicant to the Government of Canada, the Government of Manitoba or a government agency.

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- 10.2 Amounts due and owing by the Applicant under the program may be taken into account in determining eligibility under other Sustainable Canadian Agricultural Partnership programs.

## **11 Intellectual Property**

- 11.1 Ownership of all Intellectual Property created by the Applicant under the program shall vest in the Applicant.
- 11.2 The Funding Agreement may include additional terms regarding Intellectual Property.

## **12 Changes to the Program Terms and Conditions**

- 12.1 The Minister may revise, alter or amend these Program Terms and Conditions at any time by posting the revised Program Terms and Conditions on The Department of Agriculture website. The Applicant is responsible to monitor The Department of Agriculture website for any such revisions, alterations or amendments.
- 12.2 Applications shall be administered and governed by the Program Terms and Conditions posted on The Department of Agriculture website on the date the Applicant's Application Worksheet is received by the Program Administrator. A printed copy of the Program Terms and Conditions may be obtained from the Program Administrator upon request by the Applicant.

## **13 No Liability of Governments, Indemnification by Applicant**

- 13.1 The Government of Canada, the Government of Manitoba and their respective ministers, officers, employees and agents, shall not be liable for any injury to or loss or damage suffered by the Applicant, the directors, officers, employees or agents of the Applicant, or any other party, including, without limitation, any injury to persons (including death), damage to or loss or destruction of property, economic loss, consequential damages or infringement of rights caused by or related, either directly or indirectly, to the activities of the Applicant under the program or the Applicant's participation in the program.
- 13.2 The Applicant shall, at all times during and following the Applicant's participation in the program, be solely responsible for, and shall save harmless and indemnify the Government of Canada, the Government of Manitoba and their respective ministers, officers, employees and agents, from and against all claims, liabilities and demands with respect to any injury to persons (including, without limitation, death), damage to or loss or destruction of property, economic loss, consequential damages or infringement of rights or any other injury, loss or



damage caused by, or related, either directly or indirectly, to the activities of the Applicant under the program or the Applicant's participation in the program.

## **14 Liability Insurance**

- 14.1 Applicants are encouraged to discuss their insurance requirements, as a result of their participation in the program, with a licensed insurance broker. The Funding Agreement will include additional terms regarding insurance and will require the Applicant to obtain and maintain certain types and levels of insurance coverage.

## **15 Conflict of Interest**

- 15.1 The Applicant shall disclose to the Program Administrator, in writing and before commencing the Applicant's project, any real, apparent or potential conflict of interest that could have a direct impact on the award of any program funds to the Applicant.
- 15.2 No member of the House of Commons or of the Senate shall be allowed to derive any financial advantage under the program that would not be permitted under the Parliament of Canada Act.
- 15.3 No current or former federal public office holder or federal public servant to whom the Conflict of Interest Act, the Conflict of Interest Code for Members of the House of Commons, or the federal "Values and Ethics Code" for the Public Sector and the federal "Policy on Conflict of Interest and Post-Employment" applies, shall derive any advantage or benefit from the program, unless the provision or receipt of such advantage or benefit is in compliance with such legislation, codes and policies.
- 15.4 No current or former employee of the Government of Manitoba to whom The Public Service Act applies shall be allowed to derive any financial advantage or benefit under the program, unless the provision or receipt of such advantage or benefit is in compliance with these Program Terms and Conditions and all applicable conflict of interest policies.
- 15.5 No current or former member of the Legislative Assembly of Manitoba, current or former member of the Executive Council, or current or former senior public servant to whom the following applies shall derive any advantage or benefit from the program unless the provision or receipt of such advantage or benefit is in compliance with such legislation:
- (a) prior to October 3, 2023, The Legislative Assembly and Executive Council Conflict of Interest Act; or
  - (b) commencing October 4, 2023, The Conflict of Interest (Members and Ministers) Act.

## **16 Representations, Warranties, Obligations, Joint and Several Liability**

- 16.1 The Applicant's participation in the program does not create a partnership, agency, joint venture or similar relationship between the Government of Canada and the Applicant, or between the Government of Manitoba and the Applicant, and the Applicant shall not represent itself as such, including in any agreement with a third party.
- 16.2 The applicant is solely responsible to ensure that:
- (a) the Applicant's activities under the program are completed and performed in compliance with all applicable laws; and
  - (b) the Applicant obtains all environmental and other approvals, licences and permits (whether federal, provincial or municipal) required for the Applicant's activities under the program.
- 16.3 If the Applicant is an unincorporated business or a partnership, all the owners of the business and all the partners of the partnership, as the case may be, shall be jointly and severally liable for all the undertakings and obligations of the Applicant under the Application Worksheet, the Program Guide, these Program Terms and Conditions, the Funding Agreement and any other agreements and documents related to the program.

## **17 Ministerial Discretion**

- 17.1 Notwithstanding these Program Terms and Conditions, the Minister has the absolute discretion to determine any matter related to the program, including, without limitation, the amount of payments under the program. The decision of the Minister under this section is final and there is no review or appeal therefrom.

## **18 Termination of the Program**

- 18.1 The Minister has the absolute discretion to terminate the program at any time.