



## TERMS AND CONDITIONS

### Agricultural Sustainability Initiative

#### 1. Purpose of the Program:

- 1.1 Pursuant to *Growing Forward: A Federal-Provincial-Territorial Framework Agreement on Agriculture, Agri-Food and Agri-Based Products Policy*, paragraph 5.1.2, and the Canada/Manitoba bilateral agreement to implement the *Framework Agreement*, the Agricultural Sustainability Initiative (ASI) Program provides funding and technical assistance to Manitoba producer groups and provincial commodity organizations to carry out sustainable agriculture projects. The goal is to improve the environmental performance of Manitoba's agricultural industry by encouraging adoption and promoting awareness of sustainable agriculture practices throughout the province.

#### 2. Definitions:

- 2.1 "**Approving Body**" means individual or individuals selected by Manitoba Agriculture, Food and Rural Initiatives to review, approve, reject or re-direct applications.
- 2.2 "**Eligible Applicant**" means a local producer group, conservation organization or provincial commodity organization provided they have an interest in sustainable development, and are legally constituted entities representing farmers within their geographic area.
- 2.3 "**MAFRI**" means Manitoba Agriculture, Food and Rural Initiatives.
- 2.4 "**Minister**" means Manitoba's Minister of Agriculture, Food and Rural Initiatives.
- 2.5 "**Participant**" means any person participating in or directly benefiting from a Project offered in whole or in part with funding from this Program.
- 2.6 "**Program**" means Agricultural Sustainability Initiative, which in abbreviated form is known as "ASI".
- 2.7 "**Program Coordinator**" means the Manitoba Agriculture, Food and Rural Initiatives staff designated to administer the Program.

### **3. Program Thrust or Program Parts:**

- 3.1 The main thrust of the Program is to encourage adoption of sustainable agriculture practices which will promote long term sustainability of natural resources in agro-Manitoba.
- 3.2 ASI will support applied investigation projects which aim to improve sustainable agriculture practices; and technology transfer projects such as demonstration of proven technologies or extension through workshops and factsheets.
- 3.3 Priority areas eligible for funding under the Program include Sustainable Forage/Livestock Management, Sustainable Crop Management and Integrated Pest Management. Under these priorities, emphasis will be placed on projects directly related to the following emerging agri-environmental issues: water quality issues relating to agricultural production; ecological goods and services and biodiversity issues; increasing efficiency of cropping systems; and crop diversification.

### **4. Expected Outcomes:**

- 4.1 Accelerated adoption of sustainable agriculture practices across Manitoba.
- 4.2 Emphasis on emerging issues such as ecological goods and services.
- 4.3 Continued support for extension of proven technologies.
- 4.4 Provide link between research and Manitoba producers.
- 4.5 Additional funds attracted from other sources as partnerships are formed to carry out program activities.
- 4.6 Communication of project results through articles and news releases.

### **5. Performance Measures:**

- 5.1 Number of workshops, seminars, demonstrations conducted.
- 5.2 Number of producers attending extension events.
- 5.3 Survey results from extension events.
- 5.4 Number of factsheets produced.
- 5.5 Number of articles and news releases produced.

### **6. Direct Delivery Eligibility:**

- 6.1 MAFRI staff may initiate projects for the benefit of farmers as direct delivery project(s): such projects are eligible for funding in accordance with these terms and conditions.
- 6.1 Direct delivery projects may be initiated by any permanent or term MAFRI staff person.
- 6.3 A MAFRI staff person is required to vet each request through his/her respective manager as well as the appropriate MAFRI Horizontal Team.

## **7. Eligible Applicants:**

- 7.1 Local producer groups, conservation organizations and provincial commodity organizations are eligible for funding provided they have an interest in sustainable development, and are legally constituted entities representing farmers within their geographic area.
- 7.2 MAFRI Growing Opportunities (GO) Team or Knowledge Centre members are expected to facilitate all projects and may apply for direct project delivery on behalf of Eligible Applicants.
- 7.3 All organizations are required to have a constitution and bylaws or rules of conduct under which they operate.
- 7.4 All organizations should have designated signing officers and a separate bank account or general ledger for projects funded under this initiative.

## **8. Eligibility Limitations:**

- 8.1 Maximum funding to a proponent within a fiscal year cannot exceed \$50,000. Maximum support for per diem presenter costs will be \$1,500 per meeting for fees, accommodation and travel. Speaker name and topic must be approved prior to receiving funds.
- 8.2 Projects where funding is more appropriately available from other provincial or federal sources may not be considered eligible.
- 8.3 Research projects, incentive programs and best management practices (BMP) top-ups are also not eligible for funding by ASI.
- 8.4 Multi-year projects cannot be supported as the ASI Program is renewed on an annual basis.

## **9. Application:**

- 9.1 Eligible applicants are required to submit a completed application in the prescribed form. Application forms are to be submitted to a MAFRI GO Office Extension Coordinator.
- 9.2 MAFRI staff will be assigned to each project and will provide technical and administrative assistance to proponents where necessary.
- 9.3 Applicants and MAFRI staff are required to disclose all sources of funding for a Project, both requested and approved, on the application form and to notify the Approving Body of any change(s) to the source(s) of funding it, at any time after the Project is approved, the sources of funding change.
- 9.4 All eligible costs must be approved in advance.
- 9.5 Deadline for applications for ASI is set each fiscal year. If dollars are determined to still be available, applications may be submitted after the deadline date.

## **10. Eligible Costs:**

**10.1** All Projects require a detailed budget of all costs associated with the project. Eligible costs include:

- labour costs specific to the project (excluding wages / salary costs for MAFRI staff).
- travel expenses for MAFRI staff may be recovered for work conducted on ASI projects if approved by Eligible Applicant as part of eligible costs.
- supplies and other materials required to fulfill project obligations.
- fees and analysis costs for laboratory testing.
- equipment rental.
- promotion, advertising and other communication costs.
- administration costs up to 10 per cent of the actual ASI eligible project costs.
- other reasonable project costs and expenditures not excluded below.

## **11. Ineligible Costs:**

**11.1** Ineligible costs include:

- capital items.
- meals, beverage costs and speaker gifts for extension meetings, seminars, and workshops.
- refundable portion of the Goods and Services Tax, value-added taxes, or other items for which a refund or rebate is eligible to be received.
- operating costs.
- any other expenditure which, at the discretion of the Approving Body, is deemed to be ineligible.

## **12. In-Kind Contributions:**

**12.1** In-kind contributions are certain non-monetary (as described below) resources provided by an applicant. These contributions are not purchased specifically for the project. If the applicant did not have access to these resources, a cash outlay would have been required by the applicant to purchase and pay for them.

**12.2** Eligible in-kind contributions include items like labour, travel, machine use, land, etc. by the organization undertaking the project.

### **13. Review of Application:**

- 13.1 Applications will be reviewed in the order in which they are received.
- 13.2 The Approving Body will decline or recommend projects for funding to the Minister of Agriculture, Food and Rural Initiatives.
- 13.3 Successful proponents are required to sign a contribution agreement prior to receiving funds.

### **14. Appeal Process:**

- 14.1 There is no appeal process for this Program.

### **15. Payments:**

- 15.1 On receipt of a copy of a duly signed contribution agreement by the Program Coordinator, 75 per cent of the total amount payable under Section 3.01(a) of the contribution agreement will be issued and forwarded to the organization.
- 15.2 After receipt and approval of the final report by Approving Body, a final payment will be issued as required.
- 15.3 Any surplus funds should be identified by project recipients and refunded to the Minister of Finance prior to the fiscal year end. These surplus funds can then be made available for use in other areas before the end of the fiscal year.
- 15.4 Any payments made under this Program may have income tax implications for the Applicant. The Applicant is advised to consult his/her own tax advisor as to the income tax consequences of participation in this Program. MAFRI does not assume any responsibility for the tax implications of financial support under the Program.

### **16. Final Report:**

- 16.1 Upon completion of the project, organizations are required to submit a final report to the Program Coordinator by the project deadline specified in the contribution agreement.
- 16.2 Proponents must ensure that all financial records for the period claimed are complete. Paid invoices, cancelled cheques, bank statements and reconciliations, and other supporting documents should be retained on file.
- 16.3 The financial component must show total deliverables and expenditures and the value of cash and/or in-kind contributions made to the project. Balance of funds required should also be included if required.

### **17. Verification of Information Provided by Applicant:**

- 17.1 The Eligible Applicant agrees to supply to MAFRI or Agriculture and Agri-Food Canada (AAFC) or their representative, on request, any relevant documentation requested to administer this Program.

**17.2** The Eligible Applicant agrees to on-site audits by MAFRI or AAFC at any time to verify Program eligibility and to evaluate and enforce the provisions of this Program.

**18. False or Misleading Information:**

**18.1** Any applicant who provides false or misleading information under this Program foregoes all rights to any Program benefit for which the applicant would otherwise be eligible and are liable to repay all Program payments received forthwith, and may be subject to prosecution. The rate of interest will not be in excess of (2) percent above the prime lending rate of the principal banker of the Province. The rate of interest to be charged will be established on January 1 and July 1 of each year by the Minister of Finance.

**19. Refunds:**

**19.1** The applicant shall refund to the Province of Manitoba any payment received under this Program that is not in accordance with the Program Terms and Conditions within 30 days of notice being provided to them. Failure to make such repayment creates a debt owing to the Crown in Right of Manitoba that can be set off against any money the Crown owes to the applicant. The rate of interest will not be in excess of (2) per cent above the prime lending rate of the principal banker of the Province. The rate of interest to be charged will be established on January 1 and July 1 of each year by the Minister of Finance.

**20. Privacy and Confidentiality:**

**20.1** All personal information provided by the applicant will be protected under the provisions of the *Privacy Act* and will be stored with MAFRI. Personal information provided by the applicant or Participants about another individual may be accessible to him/her under the *Privacy Act*. Information, other than personal, may be accessible or protected as required under the provisions of the *Access to Information Act*.

**20.2** Any other information provided by the applicant or Participants unless disclosed in the manner and or for the purposes outlined above, will be subject to the confidentiality and disclosure provisions of *The Freedom of Information and Protection of Privacy Act* (FIPPA).

**20.3** The Social Insurance Number (SIN), Business Number (BN) or Goods and Services Tax (GST) Number may be collected from a successful applicant under the authority of the *Income Tax Act* for the purpose of reporting income.

**21. General Term Agreements:**

**21.1** MAFRI or its representative(s) or agent(s) shall not be responsible or liable for:

- any cost, expense or loss resulting from any loan or other obligation which the applicant may enter into in connection with the a Project;
- any cost, expense or loss resulting from failure or lack of performance of the Project for any reason; nor

- any injuries, including death, loss or damages, be it personal or property, on the part of the applicant which may arise from the performance, omission of the performance, default or remedying default of or under any AAP agreement with the applicant.
- 21.2** Neither the Province of Manitoba, AAFC nor any representative(s) or agent(s) of them, are liable for the personal injury, property damage, or any other damage, injury, claim or loss suffered by any Participant.
- 21.3** No member of the Senate or House of Commons or of the Provincial Legislative Assembly shall be admitted to any share or part of any contract, agreement, or commission, or to any benefit arising therefrom with respect to any project undertaken pursuant to this Program or agreement.
- 21.4** It is a requirement of the Program that no current or former federal public office holder or public servant who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service shall derive a direct benefit from such agreement.
- 21.5** Nothing in the Program shall be construed as creating a relationship of agency, trust, association, joint venture, or partnership between MAFRI and the applicant; the applicant shall not hold itself out nor represent itself, including in any agreement with a third party, as having such a relationship with MAFRI.
- 21.6** Any persons lobbying on behalf of the applicant must be registered pursuant to the *Lobbyist Registration Act*.

**22. Changes to the Program:**

- 22.1** The Terms and Conditions of the Program are subject to change at any time with the approval of the MAFRI Executive.

**23. Ministerial Discretion:**

- 23.1** The Minister has the absolute discretion to determine any payments under this Program notwithstanding the Program Terms and Conditions.

**24. Termination of the Program:**

- 24.1** The Program shall terminate if:
- The Government of the Province of Manitoba determines that the Program should not continue; or
  - There are insufficient funds to continue the Program as contemplated.
- 24.2** The Program will terminate at the earlier of the date determined in the preceding subparagraph, or March 31, 2012.

**25. Communications:**

- 25.1** The development of communications plans, products and activities for the Program must be reviewed and approved by representatives from both Manitoba and Canada.
- 25.2** In communications related to the Program, Administration shall ensure that the Growing Forward graphic standard is applied, and that Manitoba and Canada are identified equally.
- 25.3** Where both parties agree that translation of public information in relation to the Program to English or French is necessary, all incremental costs related to this translation shall be borne by Canada.