



## TERMS AND CONDITIONS

### Food Safety Program, for Processors and Distributors

#### 1. Purpose of Program:

- 1.1 Pursuant to paragraph 5.2.1 and 5.3.1 of Growing Forward: A Federal-Provincial-Territorial Framework Agreement on Agriculture, Agri-Food and Agri-Based Products Policy (the “Framework Agreement”) and the Canada/Manitoba bilateral agreement to implement the Framework Agreement, the Canada/Manitoba Food Safety Program for Processors and Distributors will provide financial and technical support to non-federally registered food processors in Manitoba to implement Manitoba Agriculture, Food and Rural Initiatives (MAFRI) approved food safety and traceability programs. Through it’s outreach activities, to improve the food safety and traceability knowledge and awareness of the government, food processing sector and associated stakeholders.

#### 2. Definitions:

- 2.1 “**Appeal Body**” means those individuals selected by MAFRI to review decisions made by the Approval Committee, at the request of the applicants, or to review, approve or reject applications that involve exceptional circumstances at the specific request of the Approval Committee.
- 2.2 “**Approving Body**” means the individual or individuals selected by MAFRI to review, approve, reject or re-direct applications.
- 2.3 “**Contribution Agreement**” means the Agreement signed between the Applicant and the MAFRI Representative which sets out the terms and conditions for this Growing Forward funding program.
- 2.4 “**Eligible Expenses**” means the costs and corresponding amounts, as identified in the approved Application or in the Contribution Agreement, which costs must be actually incurred and paid by the Recipient to be eligible for a financial contribution under the Contribution Agreement; and includes any applicable taxes that the Recipient pays on such Eligible Expenses, but excludes the refundable portion of any Federal Goods and

Services Tax (GST) which refundable portion is not an Eligible Cost under the Contribution Agreement.

- 2.5 “Gap assessment”** means an on-site assessment performed by a food safety analyst to determine if the funding can improve food safety to the operation and assess the status of a facilities current food safety system.
- 2.6 “Growing Forward Administrator”** means those representatives chosen by MAFRI to do the administration and remittances of the Contribution and any Additional Contribution to the recipient at such time that the departmental representative determines that the recipient has complied with its undertakings and obligations under this Contribution Agreement
- 2.7 “HACCP”** means Hazard Analysis Critical Control Point, an internationally recognized science-based system that includes the HACCP principles outlined by the Codex Alimentarius Commission and the implementation of procedures and the monitoring of conditions to prevent and/or reduce biological, chemical and physical hazards in food.
- 2.8 “MAFRI”** means Manitoba Agriculture, Food and Rural Initiatives.
- 2.9 “MAFRI Representative”** means the employee within MAFRI who is designated herein as the MAFRI Representative for purposes of this Funding Program.
- 2.10 “Minister”** means the Minister of Agriculture, Food and Rural Initiatives for the Province of Manitoba, and includes any person authorized to act on the Minister’s behalf.

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

- 3.1** The program thrust of the Food Safety Program, for Processors & Distributors is to:
- 3.1.1 increase the number of Manitoba food processors developing and implementing food safety programs. This is achieved through direct financial support to processors as well as providing technical information, education resources and training.
- 3.1.2 increase the number of food processors, distributors, transportation companies and food contact packaging manufacturers implementing traceability programs.
- 3.1.3 improve food safety knowledge and awareness amongst the food processing sector and industry stakeholders

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

- 4.1** Expected outcomes of the program include:
- increased number of food processors, distributors, packaging manufacturers developing and implementing food safety & traceability systems
  - increased food safety & traceability knowledge in Manitoba
  - improved competitiveness of Manitoba food processors
  - enhanced safety of food processed in Manitoba

## **5. Performance Measures**

- 5.1 The performance measures include:
- Number of facilities implementing food safety activities
  - Number of people involved in outreach activities

## **6. Eligible Applicants:**

- 6.1 Non-federally registered food processing facilities (except fish and seafood) that operate legally in Manitoba.
- 6.2 Food transporters, warehousing and food product contact packaging companies will be eligible for traceability program only.
- 6.3 Research and Development food processing and pilot facilities in Manitoba, including out of province companies that research food safety and traceability.
- 6.4 Where applicable, is registered in the provincial premise identification database and food inspection databases.

## **7. Eligibility Limitations for Direct Financial Support:**

- 7.1 Applicants are not eligible for Growing Forward funding for development and implementation of a food safety program if they have already received Food Safety Initiative funding previously under Agricultural Policy Framework (APF) Agreement. All applicants funded under APF are still eligible to receive traceability funding and upgrade funding (see section 12.1)
- 7.2 MAFRI staff is not eligible for this Growing Forward funding.

## **8. Application:**

- 8.1 Applicants are required to submit an application in prescribed form with the assistance of an authorized MAFRI representative. The application must also include a copy of the operating permit or licence, a gap assessment consent form, a credit checking release form and a letter of management commitment.
- 8.2 The applicant must sign a contribution agreement with the Manitoba Representative in order to receive any funding.

## **9. Approval Process:**

- 9.1 After submitting the application, a food safety analyst will conduct a gap assessment at the applicant's facility to verify it meets the application criteria. The completed application package, together with a contribution agreement between the applicant and MAFRI, will be sent to the Approving Body. If approved, the agreement in duplicate will be sent to the applicant and the MAFRI representative for signature.

## **10. Signatures:**

- 10.1** The application form must be signed by the Eligible Applicant. Designates of the eligible applicant are not permitted to sign the Program Application or other Program documentation, unless they are a duly authorized power of attorney, proof of which is to be provided with the signed document.
- 10.2** In the case of corporations and communes, the Program Application and other Program documentation must be signed by a properly authorized person. If the person who signs is not properly authorized to do so, they will be held personally liable. Proof of authorization may be required by MAFRI's representative.

## **11. Appeals:**

- 11.1** Appeals of applications or disputes will be reviewed by the Appeal Body established by the Director, CVO/FSKC in accordance with the Program Terms and Conditions. The Director of the CVO/FSKC will not be on the Appeal Body.
- 11.2** Decisions relating to eligibility for or relating to initial consultations cannot be appealed by the applicant.
- 11.3** The applicant may appeal any decision of the Approving Body regarding funding to the Appeal Body by providing, in writing, a request for the Appeal Body to examine the decision of the Approving Body.
- 11.4** The written request for appeal may be in the form of a letter, but must identify the specific decision being appealed and the reason(s) that the applicant disagrees with the decision. The applicant may include any information that he or she feels is relevant to assist the Appeal Body in making its decision.
- 11.5** The written request for appeal must be received by the MAFRI CVO/FSKC office within 21 days of the date of the decision being appealed.
- 11.6** The Appeal Body will review the initial application of the applicant, the request for funding, the funding decision, and the appeal letter submitted by the applicant, and hold a meeting (face-to-face or via teleconference) to render a decision in the Appeal.
- 11.7** The decision of the Appeal Body is final.

## **12. Payments:**

Subject to the termination provisions outlined in Section 10, the amount of assistance will be as follows for individual applicants:

- 12.1** Development and implementation of a food safety program

Option #1 – MAFRI Recognized Good Manufacturing Practices (GMPs)

a) Basic GMPs – partial GMPS are required (minimum requirement defined by MAFRI). Maximum funding available will be \$5000

b) Comprehensive GMPs – Maximum funding available will be \$15,000

Option #2 – MAFRI recognized Hazard Analysis Critical Control Point (HACCP) or ISO 22000

– Maximum funding available will be \$25,000

Option #3 – Food Safety Program Upgrade

– Maximum \$10,000 is available per applicant to upgrade their existing food safety program (ex. GMPs to HACCP or ISO 22000, HACCP to GFSI benchmarked standard or ISO 22000). Note: This is a one time funding amount and applicants may only receive upgrade funding once.

To access the full available funding, the program must be audited and recognized by MAFRI or an organization acceptable to MAFRI and in the case of ISO 22000, certified by an ISO registrar.

Eligible expenses must be incremental, program related and non-capital in nature (such as hiring of consultant or additional staff for food safety program development) unless pre-approved by MAFRI. With the exception of capital cost funding, all above funding are maximum of 90% government funding and 10% applicant (in cash), this funding level and ratio applies to the April 1, 2010 to March 31, 2011 program year only and is subject to change in the subsequent years. Applicants may claim a maximum of \$10,000 for food safety related capital expenses for comprehensive GMPs, HACCP or ISO 22000. A maximum \$2500 may be claimed for basic GMPs. For all options the first \$2500 for food safety related capital expenses will use the 90:10 funding ratio discussed above and the remaining eligible capital funding is at a 50% government and 50% applicant (in cash) ratio.

**12.2** Food processors, food contact packaging manufacturers, food transporters and food warehouses may receive a maximum of \$10,000 for development and implementation of traceability programs. Funding can be used for such things as identification, registry, software, training and other expenses related to the traceability system preapproved by MAFRI. All programs subject to MAFRI's approval

**12.3** Pilot project participants may receive up to \$20,000 which can be 100% government funded and in special circumstances, a higher amount can be approved.

**12.4** Funding availability is on a first come first serve basis or until the implementation fund is depleted.

**13. Verification of Information Provided by Applicant:**

**13.1** The applicant agrees to provide MAFRI staff with relevant documents and physical access to the processing facility to perform a gap assessment and to determine conditions of the funding program are met.

**14. False or Misleading Information:**

**14.1** Applicants who provide false or misleading information under this Program forego all rights to any Program benefit for which the applicant would otherwise be eligible and are liable to repay all Program payments received, and may be subject to prosecution. The rate of interest to be charged will not be in excess of two (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.

**15. Refunds:**

**15.1** 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 to be charged will not be in excess of two (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. Failure to make such repayment as required disqualifies the applicant from making application to any other Growing Forward Program until such time as the debt is paid in full.

**16. Privacy & Confidentiality**

**16.1** Personal information is protected by the Protection of Privacy provisions of *The Freedom of Information and Protection of Privacy Act (FIPPA)* and The Personal Information Protection and Electronic Documents Act (PIPEDA).

**16.2** Under FIPPA, personal information may be collected if the collection of information is authorized by or under an enactment of Manitoba or of Canada, the information relates directly to and is necessary for an existing program or activity or the information is collected for law enforcement purposes or crime prevention.

**16.3** The personal information on this application form is being collected for the Growing Forward Program and will be used for program administration. The information will be stored, used and shared by officials of MAFRI or other government departments where the information is relevant for the purpose of audit, evaluation, program development, determining assistance and responding to the client. If you have any questions or concerns about the collection of personal information, contact the Manager of Administration, MAFRI, 915-401 York Avenue, Winnipeg MB R3C OP8, telephone (204) 945-3439.

**17. Assistance by the Applicant to MAFRI Staff Conducting Verification of Food Safety and Traceability Programs:**

**17.1** The funding recipient must cooperate and assist MAFRI staff in the verification or auditing of the food safety and traceability programs that have been developed and implemented to the prescribed program standards.

**17.2** The funding recipient shall indemnify and save harmless Manitoba and Canada, including their respective Ministers, officers, employees and agents, from and against all demands, claims, actions, proceedings, losses, damages and costs of any kind based upon any injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Recipient or its officers, servants, contractors (including consultants) or agents.

**18. No Liability:**

**18.1** The applicant acknowledges that neither the Province of Manitoba, or its appointed Program representatives, are liable to the applicant, the applicant's heirs, administrators and assigns for personal injury, property damage, or any other damage, injury, claim or loss whatsoever arising out of this Program and the applicant's participation in it.

**19. Representations and Warranties:**

**19.1** Signing officer must designate his or her official capacity with the Funding Recipient. By signing the Application and Contribution Agreement, the signing officer warrants that he or she has been granted all necessary authority by the Recipient to commit the corporation to the Recipient's obligations and undertakings in this Application and Contribution Agreement. If the Recipient is an unincorporated business or a partnership, each individual signing this Application and Contribution Agreement acknowledges that he or she will be binding all owners of the business or all partners to the Recipient's obligations and undertakings in this Application and Contribution Agreement.

**20. Final Date for Applications:**

**20.1** Applications must be submitted no later than January 2, 2013 and all activities must be completed by March 31, 2013.

**21. Outreach Activities:**

**21.1** MAFRI may engage in activities to deliver extension programs to assist processors in the development and implementation of their food safety and traceability programs.

## **22. Pilot projects:**

**22.1** Pilot projects will support pilot activities related to food safety. MAFRI may engage in the following activities to deliver extension programs to associate stakeholders:

a) Eligible participants may also include universities, pilot facilities or consultants that can demonstrate their ability to carry out the required study. Eligible activities may include, but are not limited to: assessing the needs of each sub-sector for the purpose of program design and delivery and increase the adoption of food safety systems through proof of concept and/or cost benefit analysis of HACCP implementation; and

b) Pilot activities related to traceability. Eligible activities may include, but are not limited to: assessing the needs of each sector/sub-sector for the purpose of program design and delivery, pilot projects, demonstration projects, researching and testing traceability technology and the development of standards for where no national standards exist.

## **23. Lobbying for Applicant:**

**23.1** Any persons lobbying on behalf of the applicant must be registered pursuant to the *Lobbyist Registration Act*.

## **24. Termination of the Program:**

**24.1** The Approving Body may terminate the Program at any time, without prior notice to applicants, if:

a) the Government of the Province of Manitoba determines that the Program should not continue; and/or

b) there are insufficient funds to continue the program as contemplated.

**24.2** The Program will terminate at the earlier of the date determined in Section 24.1, specified in a contribution agreement or March 31, 2013.

## **25. Communications:**

**25.1** The development of communications plans, products and activities for the Food Safety Program, for Processors and Distributors must be reviewed and approved by representatives from both Manitoba and Canada.

**25.2** In communications related to the Food Safety Program, for Processors and Distributors, 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 Food Safety Program, for Processors and Distributors to English or French is necessary, all incremental costs related to this translation shall be borne by Canada.

