



Advancing Agri-Innovation Program

Terms and Conditions

1. Purpose of the Program: Pursuant to *Growing Forward: A Federal-Provincial-Territorial Framework Agreement on Agriculture, Agri-Food and Agri-Based Products Policy* and the Canada/Manitoba bilateral agreement to implement the *Framework Agreement*, Advancing Agri-Innovation Program seeks to provide funding to innovation based initiatives in areas of strategic importance to Manitoba and to Canada.

2. Definitions:

2.1 “Approving Body” means MAFRI Executive.

2.2 “Program” means the Advancing Agri-Innovation Program.

2.3 “MAFRI” means Manitoba Agriculture, Food and Rural Initiatives.

3. Program Thrust:

3.1 The main thrust of the Program will be multi-stakeholder initiatives in strategic areas identified by MAFRI Executive based on government and departmental priorities. Initiatives will create alliances among value chain participants to build the province’s collaborative capacity for innovation. Hosting various fora to promote innovation will be a smaller but important thrust. In addition, the Program will consider focused capital projects that improve the province’s physical climate for innovation.

3.2 Areas addressed cover the entire innovation continuum excluding commercial sale of products. Activities in all development phases including pre-commercial or pre-adoption are equally eligible and, ideally, would be undertaken in sequence. Preference will be given to projects that demonstrate:

- a logical step-wise approach to innovation
- strong industry leadership and resource commitment
- an alliance of capable individuals and agencies
- a well developed work plan
- a clear and comprehensive budget

4. Expected Outcomes:

4.1 New physical capacity for innovation

4.2 New collaborative capacity; alliances behind strategically important objectives

4.3 Solutions to major problems

4.4 Accelerated development of specific products, processes and markets

4.5 Increased agri-innovation jobs in rural Manitoba

4.6 Outcomes specific to each workplan

5. Performance Measures:

5.1 Number of workplan objectives reached

5.2 New capacity figures (highly trained employees, incubator space, lab space etc)

5.3 Number of new alliances

5.4 Number of new businesses or business opportunities

6. Eligible Applicants:

6.1 Eligible partners are farmers, farm organizations, agri-product processors, research institutions, entrepreneurs, businesses, First Nations, commodity and industry associations, cooperatives and others engaged in projects to assist the sector through innovation. Recipients are expected to form alliances and consortia although they may be represented by a single pre-existing entity such as an industry association.

6.2 Eligible applicants must be incorporated under the laws of Canada or any province/territory and/or be eligible to pay taxes in Canada except where payment is exempt by law.

7. Application:

7.1 Interested parties are to contact the MAFRI Innovation Office to enter a pre-screening process. In most cases an application will be initiated by MAFRI and a partner in the sector. Projects will be developed with clients on continuous basis.

7.2 For those initiatives passing the pre-screen, a workplan will be developed in association with the MAFRI Innovation Office. Significant project and partnership development is expected to occur. The Office and MAFRI staff will assist in brokering specific projects within the workplan.

7.3 The applicant must disclose all rights obtained for the use of legally conferred intellectual property in the course of the project.

7.4 The applicant will be responsible to ensure and disclose all relevant legal permits and to demonstrate adherence to municipal, provincial or federal laws and regulations in the course of conducting the project. Permits and adherence refer to but are not limited to laws, regulations and agreements with respect to environment, trade, zoning, intellectual property, copy write, and public health and safety.

8. Verification of Information Provided by Applicant:

8.1 The recipient agrees to supply to the Growing Forward Program Administrator or their representative, on request, any relevant documentation requested to administer this program.

8.2 The recipient agrees to on-site audits by the Growing Forward Program Administrator at any time to verify program eligibility and to evaluate and enforce the provisions of this program.

9. Eligible Costs:

9.1 Eligible costs include labour, materials, operational costs of equipment and other operating expenses including travel, accommodation, registration, workshop/meeting expenses, per diems, service agreements and administration costs directly related to the project.

9.2 Incremental costs for rental or lease of facilities, equipment or machinery.

9.3 The purchase of capital items up to \$100,000.00 necessary for the execution of projects may be eligible with authorization from the Approving Body.

9.3.1 If a proponent wishes to sell or otherwise dispose of capital items purchased with program funds the proponent must contact MAFRI prior to doing so as the sale and disposal of these items is subject to the policies of Canada and Manitoba.

9.4 The establishment of facilities that increase the long term capacity for innovation (e.g. laboratories, pilot facilities) may be eligible with the authorization of the Approving Body.

9.5 The program will seek to maximize its leveraging of non-government funding.

9.6 Other reasonable project costs and expenditures not excluded below.

9.7 All costs must be within the policies established by Government of Manitoba guidelines.

10. Ineligible Costs:

10.1 Capital items not specifically required for the execution of a project.

10.2 Costs of establishing a commercial operation.

10.3 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 by the project proponent.

10.4 Presenter hospitality and travel expenditures beyond Province of Manitoba guidelines or gifts associated with the hosting of events.

10.5 Profit.

10.6 Compensation to MAFRI staff for organizing or delivering the Program.

10.7 Any other expenditure which, at the discretion of the Approving Body, is deemed to be ineligible.

11. Application Review & Approval:

11.1 Workplans will be reviewed and approved by MAFRI Executive.

12. Payments and Refunds:

12.1 Recipients will be required to enter into a contract with the Program Administrator.

12.2 The contract will stipulate a payment schedule and required milestones. The final payment will be for a minimum of 25 percent and be payable upon receipt of a final report.

12.3 The Approving Body has the absolute discretion to determine any payments under this Program.

12.4 Recipients agree to participate in public announcements regarding funding of their project.

12.5 Recipients agree to refund to the Program Administrator 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 Program Administrator that can set off against any money the Program Administrator or the Crown in Right of Manitoba owes to the applicant.

13. Termination of the Program: The Program will terminate March 31, 2013.

13.1 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;

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

14. Reporting and Communications:

14.1 The recipient will submit a final written report, upon completion of the project, to the Program Administrator.

14.2 The Program seeks to inform the public about projects and results. The Innovation Office will instigate communication activities with recipients and recipients are invited to suggest activities to highlight their project. Recipients are also required to:

14.2.1 Acknowledge Program support in all advertising, promotional and reporting material related to the funded project, including but not limited to brochures, invitations, posters, advertisements, websites, annual reports, newsletters, scientific papers, presentations or media interviews. This requirement applies equally to individuals carrying out research or development projects on behalf of recipients.

14.2.2 Program support must be acknowledged in a prominent place such as the first paragraph of a news release or in a sidebar alongside a newsletter article. Program contributions should be acknowledged through the use of the Growing Forward logo and the following text:

This project was supported by the Canada-Manitoba Growing Forward initiative.

Growing Forward – Working together to build an innovative and profitable agriculture and agri-food sector.

15. Intellectual Property:

15.1 Ownership of intellectual property arising from Growing Forward funded activities remains with the project recipient.

15.2 An agreement will be struck with project recipients to ensure government has access to non-proprietary information for the purposes of extension to the industry.

16.0 No Liability:

16.1 The recipient acknowledges that neither Canada, Manitoba, nor their appointed program representatives are liable to the recipient, the recipient's heirs, administrators and/or assigns for personal injury, property damage, or any other damage, injury, claim or loss whatsoever arising out of this Program and the recipient's participation in it.