



Alexander Cherban Agriculture Industry Development Program

PROGRAM APPLICATION

Terms and Conditions

1. Purpose of the Program

- a) The objectives of the Program are to provide support to Manitoba non-profit organizations or governments or academic institutions to undertake innovative province-wide initiatives that:
 - i. increase public awareness of the important role of agriculture to Manitoba's economy;
 - ii. build public trust for agriculture production and processing activities; and,
 - iii. support agriculture development opportunities such as skills development and promotion of career opportunities in the agriculture and agri-food industries.

2. Definitions

- a) *Agreement* is a conditional funding agreement between the Province of Manitoba and a Participant to develop and implement a project which matches the purpose of the Program, within a prescribed time frame.
- b) *Applicant* is any entity who submits an application form for consideration.
- c) *Capital* items are any tangible assets that an organization uses to produce goods or services such as infrastructure, equipment and machinery.
- d) *Department* means the Manitoba Department of Agriculture and Resource Development.
- e) *Minister* means the Minister of Manitoba Agriculture and Resource Development or his/her authorized representative.
- f) *Fiscal year* is the period commencing April 1 of any year and ending on March 31 of the immediate year following.
- g) *Non-profit Organization* is a legally recognized organization that does not distribute its surplus funds to owners or shareholders, but instead uses them to help pursue its goals.
- h) *Participant* is an Applicant that has been selected by the Province of Manitoba to receive funds and has subsequently signed an Agreement.
- i) *Participating Partners* are community or industry non-profit organizations that contribute financial and/or in-kind support to the project but cannot be an individual or a for-profit enterprise.
- j) *Program* means the Alexander Cherban Agriculture Industry Development Program (ACAIDP).

- k) Program Administrator means Manitoba 4-H Council Incorporated or other entity identified by the Minister.
- l) Program Application Date is established by the Program Administrator upon receipt of an application that the Program Administrator deems to be complete.

3. Financial Support

- a) Projects may be funded up to 100%; however, an applicant contribution of at least 25% is preferred and may be given preference.
 - i. A maximum of \$50,000 for eligible projects;
 - ii. Participants may submit multiple applications for separate and distinct projects; however, no participant will receive more than \$50,000 in any one fiscal year.
- b) Applicant and Participating Partners matching contributions may be a combination of in-kind and cash.
- c) Priority will be given to projects that align with the program objectives and which most directly impact the sustainability and growth of the agriculture and agri-food industry in Manitoba.
- d) The terms for project completion deadlines and payment will be outlined in the Agreement.

4. Eligible Applicants

- a) Eligible Applicants include Manitoba non-profit producer and agriculture organizations, provincial or local or municipal government departments or agencies, academic institutions and other non-profit organizations headquartered in Manitoba.
- b) Applicants must endeavor to coordinate efforts with any possible participating partners.
- c) Individuals and for-profit enterprises are ineligible.

5. Eligible Activities

- a) Projects and initiatives must be provincial in scope and benefit multiple geographic areas of the province.
- b) Activities must support the program purpose and objectives outlined above and be completed within the project completion deadline as outlined in the Agreement.

6. Application Process

- a) The Applicant is required to submit a completed application form as prescribed by the Program Administrator.
- b) The application must include a letter of support from any participating partner detailing its cash and in-kind levels of support.

- c) The application form must be submitted by a properly authorized person on behalf of the Applicant. If the person who submits the application is not properly authorized to do so, they will be held personally liable. Proof of authorization may be required by the Program Administrator.
- d) The Program Administrator will review each application, and may request additional information, clarification and/or amendments to the Application.
- e) Applications will be assessed on a competitive basis. Submitting an application does not guarantee funding.

7. Approval Process and Agreement

- a) A project review committee will review all of the applications received by the intake deadline and assess according to the evaluation criteria.
- b) Recommendations will be presented to the Minister for review and decision. The decision of the Minister will be final.
- c) Applicants will be notified by the Program Administrator regarding the decision.
- d) If selected, the Applicant will be required to sign an Agreement as prescribed by the Program Administrator, within 10 days of date of the letter of notification, in order to become a Participant.
- e) The Agreement must be signed by a properly authorized person. If the person who signs is not properly authorized to do so, that person will be held personally liable. Proof of authorization may be required by the Program Administrator.
- f) The Participant agrees to participate in public announcements regarding funding of their project. Communication plans must be reviewed and approved by the Program Administrator.
- g) Any changes to the Agreement initiated by the Participant must be authorized by the Program Administrator.

8. Eligible Expenses

- a) Labour and wages.
- b) Trade or contractor fees.
- c) Materials.
- d) Operational costs of equipment.
- e) Rental/lease of equipment, machinery or facilities.
- f) Marketing and promotional materials related to the project
- g) Documented administration costs not associated with the execution of the regular activities of the

Participant.

- h) Hospitality and travel expenditures within Province of Manitoba Guidelines associated with the hosting of events, and
- i) Any other expenditure including capital items which, at the discretion of the Program Administrator, is deemed to be eligible.
- j) Eligible expenses must be incremental for the approved project only and not for day-to-day operations.
- k) All eligible expenses must be incurred within the project completion deadline as per the Agreement.

9. Ineligible Expenses

- a) Administrative and staffing costs associated with the execution of the regular activities of the Participant.
- b) Capital items that are not integral to the project.
- c) Cost of financing a commercial operation.
- d) Goods and Services Tax or other items for which a refund or rebate is eligible to be received by the Participant.
- e) Hospitality and travel expenditures beyond Province of Manitoba guidelines or gifts associated with hosting events.
- f) Loss of profit.
- g) Costs incurred before the project application date; and,
- h) Any other expenditure which, at the discretion of the Program Administrator, is deemed to be ineligible.

10. Payments

- a) Payments will follow the terms of the Agreement.
- b) Repayment of any funds paid in advance of completion of the project, or a portion thereof, will be required by the Participant if the final project report does not document sufficient eligible expenses.
- c) Invoices for eligible expenses must be submitted with the final project report and be signed by the Participant.
- d) If it is determined by the Program Administrator that a payment in contravention of these Terms and Conditions and/or the laws of the Province of Manitoba or Canada, has been received by the

Participant, such payment will be considered to be a debt owing by the Participant to the Province of Manitoba or its representative(s). The Participant agrees to refund such payment to the Province of Manitoba or its representative(s) within thirty (30) days of notice being provided to them.

11. Reporting

- a) Interim reports identifying completion of project milestones and outcomes must accompany payment requests.
- b) All projects must be completed and have reports and expense claims submitted by the date indicated in the funding agreement.
- c) The Participant may be required to provide subsequent reporting on an annual basis for up to three years following the project completion as prescribed by the Program Administrator.

12. Termination of the Program

The Program shall terminate, without prior notice, if:

- a) The Government of the Province of Manitoba determines that the Program should not continue;
or
- b) There are insufficient funds to continue the Program as contemplated.

13. Verification and Declarations

- a) The Participant agrees to supply the Program Administrator with all documentation or information required to verify and administer the Program.
- b) The Participant shall establish and maintain such accounting and other records as are necessary for the proper financial management of the Agreement, in accordance with generally accepted accounting principles.
- c) The Program Administrator may verify any information submitted to the Program through audits.
- d) Any Participant who provides false or misleading information to the Program Administrator may forego all Program payments and be liable to repay all Program payments they have received and may be subject to prosecution.
- e) The Program Administrator may, at any reasonable time, require an evaluation and audit to determine the effectiveness of the Agreement.
- f) The Participant shall be at all times solely responsible for and shall save harmless and indemnify the Province of Manitoba, its appointed representatives and the Program Administrator against any claims, liabilities and demands with respect to any injury or death to persons, damage or loss to property, economic loss or infringement of rights caused by, or related to the performance of any activity undertaken during the performance of the Agreement.

14. **Waiver of Liability**

The Participant acknowledges that the Province of Manitoba, its representatives(s) or the Program Administrator or any of them, are not liable to the Participant, the Participant'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 Participant's participation in it.

15. **Refunds/Overpayments**

If it is determined by the Program Administrator that a payment in contravention of these Terms and Conditions and/or the laws of the Province of Manitoba or Canada has been received by the Participant, such payment will be considered to be a debt owing by the Participant to the Province of Manitoba or its representative(s) within (30) days of notice being provided to them.

16. **False or Misleading Information**

Any Participant who provides false or misleading information to the Program Administrator may forgo all Program payments and be liable to repay all Program payments they have received and may be subject to prosecution.

17. **Ownership of Project Property**

- a) Ownership of all Intellectual Property created by the Participant under the Program shall vest in the Participant.
- b) The funding agreement may include additional terms regarding Intellectual Property.
- c) For the purposes of this section "Intellectual Property" means 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.

18. **Ministerial Discretion**

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

