

Sustainable Canadian Agricultural Partnership

Competitive. Innovative. Resilient.

Program Terms and Conditions for the Pre-Approved Food Safety & Traceability Equipment Rebate Program

Version 1.01



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1 Definitions

1.1 The following terms have the following meanings:

- (a) 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;
- (b) Minister: The Minister of Agriculture for the Government of Manitoba, and includes any person authorized to act on the Minister's behalf;
- (c) Program Administrator: Manitoba Agriculture;
- (d) Program Guide: that document called "Program Guide for the Pre-Approved Food Safety & Traceability Equipment Rebate Program", as revised, altered or amended from time to time; and
- (e) Program Terms and Conditions: These terms and conditions as revised, altered or amended from time to time.

2 Program Decision Review

- 2.1 The Program Administrator will review the Applicant's Rebate Worksheet and determine whether the Applicant's project meets all program requirements and is approved for program funding.
- 2.2 The Program Administrator will notify the Applicant to advise whether the Applicant's project has met the program conditions 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.
- 2.3 If the Applicant commences a project and incurs eligible expenses before the program start date, 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.
- 2.4 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.

3 Payments

- 3.1 Payments will be issued if the Program Administrator determines that the Applicant's project meets all program requirements stated in the Program Guide and the Program Terms and Conditions.
- 3.2 Applicants will be required to submit a Rebate Worksheet, itemized receipts or other acceptable proof of payments, and other documents as specified in the associated Rebate Worksheet, the Program Guide and the Program Terms and Conditions to agriculture@gov.mb.ca.
- 3.3 The Applicant must incur, and have paid, expenses associated with the project before they can be reimbursed in accordance with the timeline(s), the Program Guide and these Program Terms and Conditions.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 If the Applicant has completed and signed an electronic funds transfer form, all statements made and all information provided by the Applicant in that form are complete, true and accurate and the form has been signed by a duly authorized representative of the Applicant.

4 Third Party Contracts

- 4.1 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.

5 Overpayments


- 5.1 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.
- 5.2 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; and
 - (c) any program funds received contrary to the Program Guide or these Program Terms and Conditions, or that are otherwise returnable or repayable to the Government of Manitoba under the Program Guide or these Terms and Conditions.

6 Publications and Communications

- 6.1 Any communications (including social media), publications, advertising and news releases issued by the Applicant in connection with its activities under the program must comply with the requirements specified in the Sustainable CAP External Communications Guide.

7 Collection, Use and Disclosure of Personal Information and Protection of Privacy

- 7.1 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.

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- 7.2 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.
- 7.3 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 204-945-4823 or ARDFIPPA@gov.mb.ca.
- 7.4 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.
- 7.5 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.
- 7.6 By submitting a Rebate Worksheet under the program, the Applicant has consented:
- (a) to supply any other relevant and required documentation to confirm eligibility;
 - (b) to disclose information to Manitoba 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 Manitoba Agriculture;
 - (d) to participate in any surveys, focus groups, interviews or other methods of program evaluation;
 - (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.

7.7 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 Rebate Worksheet.

8 False or Misleading Information

8.1 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.

8.2 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.

9 Right of Set-off

9.1 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.

9.2 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.



10 Intellectual Property

- 10.1 Ownership of all Intellectual Property created by the Applicant under the program shall vest in the Applicant.

11 Changes to the Program Terms and Conditions


- 11.1 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 Manitoba Agriculture website. The Applicant is responsible to monitor the Manitoba Agriculture website for any such revisions, alterations or amendments.
- 11.2 Rebate Worksheets shall be administered and governed by the Program Guide and the Program Terms and Conditions posted on the Manitoba Agriculture website on the date the Applicant's Rebate 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.

12 No Liability of Governments, Indemnification by Applicant

- 12.1 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.
- 12.2 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.

13 Liability Insurance

- 13.01 Applicants are encouraged to discuss their insurance requirements, as a result of their participation in the program, with a licensed insurance broker.



13.02 Applicants should purchase and maintain the following:

- (a) commercial general liability insurance against claims for personal injury and death and damage to property in the amount of Five Million (\$5,000,000) Dollars per occurrence;
- (b) where the Applicant is a non-profit corporation, non-profit directors and officers liability insurance in the amount of Two Million (\$2,000,000.00) Dollars aggregate;
- (c) professional liability insurance for negligent acts, errors and omissions in the amount of One Million (\$1,000,000) Dollars per occurrence or claim;
- (d) automobile liability insurance with minimum limits not less than Five Million (\$5,000,000) Dollars combined single limit for bodily injury, death and property damage per accident in any case where the Applicant owns or leases vehicles that are used directly or indirectly in connection with the project; and
- (e) property insurance coverage on a replacement cost, all risks-basis for any capital items purchased or otherwise acquired, directly or indirectly with the Program Funds.

13.03 The insurance must be underwritten by insurers licensed in Canada and be reputable and financially creditworthy insurers with an A.M. Best financial strength rating of “A-“ or higher, or equivalent rating by an alternate insurance credit rating agency.

13.04 The applicant shall provide the Program Administrator with a Certificate of Insurance verifying the required coverage upon request by the Program Administrator. The Applicant must add the Government Parties, and their respective Ministers, officers, employees and agents as additional insureds to the commercial general liability insurance policy.

13.05 The kinds and amounts of insurance called for in this section are the minimum required for the project. The Applicant and its insurance and bonding advisers are responsible to determine if additional kinds or amounts of insurance for the project are advisable.


13.06 The Applicant shall ensure that it is in compliance with *The Workers Compensation Act* (Manitoba) with respect to all its employees and volunteers and shall provide evidence of such coverage to the Program Administrator upon request.

14 Evaluation, Audit and Review of the Program and the Project by the Government of Canada and the Government of Manitoba

- 14.1 The Applicant agrees to establish and maintain, and ensure that its agents or subcontractors maintain, such accounting records, financial documents and other records, including supporting documents and files, as are necessary for the proper financial management of the project and the program funds.
- 14.2 The Applicant must, from the commencement of the project and for at least six (6) years after project completion. keep and preserve proper books, accounts, receipts, working papers, videos and all other written records relating to the project, including (without limitation) accurate and complete financial and accounting records prepared in accordance with generally accepted accounting principles, and make them available for inspection and audit by the Government of Canada, the Government of Manitoba, or their representatives or auditors, on request.
- 14.3 The Applicant agrees to provide, and to ensure that any agent or subcontractor of the Applicant provides, reasonable facilities for such inspections and audits, provide copies of or extracts from the accounts, financial documents, files and other records as are requested, and promptly provide such other information as may be reasonably requested from time to time by the Government of Canada or the Government of Manitoba and their representatives and auditors.

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.

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- 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 No Agency, Additional Obligations

- 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.

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.