

Addressing the Agriculture Labour Task Force Grant Program Terms and Conditions

Grant Stream 2: Support the Improvement of Human Resources Practices and Capacity Funding is being provided through the Canada-Alberta Labour Market Development Agreement Effective 25/11/2022

1. PURPOSE

1.0 The key objectives of this Program are:

- a. Provide primary agriculture and agri-food sectors with training and support to improve human resource business skills, to attract and retrain workers, and reduce turnover. This training may include a contracted service provider that is included in the producer or business owner's grant application.
- b. Build self-reliance and expertise in the industry by increasing human resources knowledge and best practices.

There is limited funding in the Program. Applications completed to the satisfaction of Agriculture for Life, Inc. will be considered for approval on a case-by-case basis, subject to Program eligibility criteria, assessment criteria, and funding constraints.

If an application is approved by Agriculture for Life, Inc., the Applicant must enter into a Grant Agreement to be eligible to receive funding under the Program.

2. DEFINITIONS

2.0 In these Program Terms and Conditions, the following terms have the following meanings:

- a. Applicant: means the legal entity registered (as required) and operating in Alberta that submits an Application and meets the eligibility criteria in Section 3.
- b. Application: means the Program application form, and all documents required to be submitted pursuant to that form.
- c. Eligible Expenses: means the expenses listed in the Grant Agreement.
- d. Grant Agreement: means the signed agreement between Agriculture for Life, Inc. and an Applicant that sets out the terms and conditions that govern the grant.
- e. Program: means the Addressing the Agriculture Labour Task Force Grant Program.
- f. Program Term: means the time period for the Program, being November 25, 2022, to March 31, 2024.
- g. Program Terms and Conditions: means the terms and conditions for the Program set out in this document, as may be amended by Agriculture for Life, Inc.
- h. Project: means the activities described in the Grant Agreement that have Eligible Expenses associated with them.
- i. Project Term: means the period between the start date and the end date stated in the Grant Agreement.

3. ELIGIBILITY

3.0 All Applicants must be currently incorporated in Alberta and registered with the Corporate Registries System (CORES). If your standing in CORES is outstanding, you will be required to bring this to a current state before funding is approved.

3.1 Eligible Applicants:

- a. Agri-food Processor means an entity that: is active in the business of changing an agricultural commodity into a value-added product through physical, chemical, or thermal means, including packaging; contracts to have product(s) processed and packaged on its behalf; or operates a processing facility that markets its products through wholesale distribution channels (e.g., retail, foodservice) and does not sell exclusively through an on-premise or single company owned retail outlet.
- b. Primary Producer: means a person responsible for the day-to-day management and work on the farm, including responsibility for input costs for agricultural crops or livestock producing at least \$10,000 worth of farm commodities annually, but does not include a landlord whose only interest in the crop or livestock is that of ownership of the land.
- c. Industry Organizations: means a registered Alberta organization whose members belong to primary agriculture or agri-food processing companies in Alberta.

3.2 Eligible Activities and Expenses:

- a. Allow companies to secure training to improve human resource business skills to attract and retain workers and reduce turnover.
- b. Consulting fees paid to a third-party consultant to complete eligible activities.

3.3 Ineligible Activities and Expenses:

- a. Projects targeting recruitment or retention of temporary foreign workers are not allowed.
- b. Goods and Services Tax (GST).
- c. Employee wages, housing, relocation, or training costs.
- d. Have applied for, or received, funding from the Government of Alberta or the Government of Canada for this Project.

4. PROGRAM ASSESSMENT CRITERIA

4.0 Program assessment criteria by which Applicants will be assessed are:

- a. The extent to which the Project meets the Program's key objectives.
- b. The extent to which the Project allows for impact assessment and measurable results.

5. APPLICATIONS

- 5.0 There is limited funding in the Program. Applications will be considered for approval on a case-by-case basis. Applications will be evaluated and recommended for approval according to the eligibility criteria, assessment criteria, and funding constraints.
- 5.1 Applications must include: a completed Program application form, signed by an authorized representative, and all documents required to be submitted pursuant to that form.
- 5.2 Applications must be received by or postmarked on or before the date specified on the Addressing the Agriculture Labour Task Force Grant Program webpage. Applications must be delivered to grants@agricultureforlife.ca or to: Agriculture for Life, Inc. 32 Priddis Creek Drive, Foothills, AB T0L 1W2
- 5.3 The maximum amount of funding that an Applicant may be approved for in one Application is stated in Section 6.0.
- 5.4 Applicants are generally expected to complete Projects themselves, but it is recognized that they may have to contract with other entities to complete parts of the Project.
- 5.5 Agriculture for Life, Inc. may reject any Application that is inaccurate, incomplete, or ineligible in the sole discretion of Agriculture for Life, Inc.
- 5.6 Applications must be signed by or on behalf of a properly authorized representative. Agriculture for Life, Inc. may require evidence of authorization.
- 5.7 Submission of an Application does not entitle an Applicant to a grant under the Program.
- 5.8 The Applicant acknowledges that the grant may not be sufficient to cover the entire cost of the Project, and that the Applicant shall be solely responsible for additional funds from other sources to complete the Project. The Applicant acknowledges that the grant is the only financial assistance Agriculture for Life, Inc. will provide under the Program to the Applicant for the Project.
- 5.9 If an Application is approved by Agriculture for Life, Inc., the Applicant must enter into a Grant Agreement to be eligible to receive funding under the Program.

6. FUNDING LEVELS

- 6.0 90/10 cost share: Provide grants to industry of 90% of eligible expenses incurred, to a minimum of \$5,000 to a maximum of \$30,000 per Applicant.
- 6.1 Provide qualified Applicants with funds to engage facilitators who will coach business owners on best practices in human resources.

- 6.2 Clients may apply for funding more than one time, however not for the same work. Each application must show a different strategy of intended outcome.
- 6.3 Clients will be reimbursed based on completion of the project and scope of work within the project timelines, and paid invoices supplied to Agriculture for Life, Inc.

7. PAYMENTS

- 7.0 Successful Applicants will be required to enter into a Grant Agreement with Agriculture for Life, Inc. prior to any payment being made.
- 7.1 The grant will be paid to the Applicant as outlined in Section 6.0.
- 7.2 The only Eligible Expenses which the Applicant may claim are the Eligible Expenses listed in the Grant Agreement which are directly incurred by the Applicant in completing the Project during the Project Term.
- 7.3 The determination of whether an expense incurred by the Applicant constitutes an Eligible Expense that is eligible for payment is at the sole discretion of Agriculture for Life, Inc.
- 7.4 Eligible Expenses shall be calculated based on the actual out of pocket cost to the Applicant (i.e., cost of the Eligible Expense less any rebates, discounts, incentives and/or credits, whether provided at the time of purchase or at a later date).
- 7.5 Projects and Eligible Expenses qualify only once for payment under the Program.
- 7.6 The amount of the grant stated in the Grant Agreement shall be adjusted based on the Eligible Expenses claimed by the Applicant and approved by Agriculture for Life, Inc., but shall not exceed the amount stated in the Grant Agreement.
- 7.7 Applicants cannot assign or defer any payment under this Program.

8. REPORTING REQUIREMENTS

- 8.0 Unless otherwise specified by Agriculture for Life, Inc., the Applicant shall provide Agriculture for Life, Inc. with a final report, in the form provided by Agriculture for Life, Inc. and completed to Agriculture for Life, Inc.'s satisfaction, by the date specified by Agriculture for Life, Inc. in the Grant Agreement or by no later than 30 days after the earlier termination of the Grant Agreement, whichever occurs first, detailing:
- a. A list of activities completed by the Applicant in relation to the Project.
 - b. A report of the Applicant's success in meeting the Project's objectives.

- c. A description of the successful aspects of the Project, as well as any opportunities for improvements.
- d. Copies of all resource materials produced by the Applicant in relation to the Project.
- e. A financial report from the Applicant detailing all expenditures of the Project in relation to the activities listed in the Application, the expenditures attributed to the grant proceeds.
- f. Any other information requested by Agriculture for Life, Inc.

8.1 The Applicant agrees to cooperate with Agriculture for Life, Inc. in the completion of any audit, evaluation, or inspection of the Project or of the grant.

9. VERIFICATION

9.0 The Applicant must submit documentation to establish, to the satisfaction of Agriculture for Life, Inc. that the Applicant incurred and paid all of the Eligible Expenses claimed. Documents the Applicant may provide to do this include:

- a. Invoices for the claimed Eligible Expenses that are in the Applicant's name.
- b. Proof of payment by the Applicant for the claimed Eligible Expenses.
- c. The Applicant must also provide any other documentation requested by Agriculture for Life, Inc. that Agriculture for Life, Inc. requires to be satisfied that the Applicant incurred and paid all the Eligible Expenses claimed. All items on an invoice submitted by the Applicant must be listed separately, and the cost for each Eligible Expense must be clearly identified.

9.1 The Applicant consents to Agriculture for Life, Inc. releasing any information contained in the Application, or related to it, and obtained by Agriculture for Life, Inc. in the course of verifying the Application, to any government department, agency, or other body for the purposes of verifying the Application, determining the Applicant's eligibility for the Program, or both. The Applicant expressly authorizes Agriculture for Life, Inc. to obtain information from any government department, agency, or other body to verify the contents of the Application and to determine the Applicant's eligibility for this Program.

9.2 The Applicant shall carry out its financial functions under the Grant Agreement in accordance with generally accepted accounting principles.

10. NON-COMPLIANCE

10.0 Any one or more of the following shall constitute an "Event of Default":

- a. Failure of the Applicant to comply with any of its obligations under the Grant Agreement, in the sole discretion of Agriculture for Life, Inc.
- b. The Applicant ceases to carry out the Project during the Project Term, in the sole discretion of Agriculture for Life, Inc.

- c. The Applicant becomes insolvent or ceases to carry on its operations during the Project Term.
- d. A resolution is passed, or an application is made for winding up, dissolution, liquidation, or amalgamation of the Applicant during the Project Term.

11. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT:

- a. In addition to any other remedy under the Grant Agreement or at law, Agriculture for Life, Inc. may do one or more of the following:
 - i. withhold payments of the grant to the Applicant.
 - ii. terminate the Grant Agreement.
- b. Agriculture for Life, Inc. may require the Applicant to do the following, and depending on the requirement, the Applicant shall immediately:
 - i. make no further commitments for expenditures and make no further disbursements that would be Eligible Expenses, except with Agriculture for Life, Inc.'s prior written approval.

12. INTELLECTUAL PROPERTY

- 12.0 The Applicant shall own any intellectual property, including copyright, trademarks, and patents over the materials developed or arising from the course of carrying out the Project, unless otherwise specified in the Grant Agreement.
- 12.1 Although Agriculture for Life, Inc. is not intended to have ownership of copyright or any other intellectual property generated by the Applicant in the course of completing the Project, Agriculture for Life, Inc. shall be entitled to make such non-commercial use of any intellectual property delivered in the Applicant's reporting as it sees fit (including excerpts therefrom), and the Applicant shall, upon request, provide to Agriculture for Life, Inc. any specific licenses or authorizations as may be required, including if necessary the supply of waivers of moral rights as may be required for the use of excerpts from the intellectual property.

13. INDEMNITY, LIABILITY, AND INSURANCE

- 13.0 The Applicant shall indemnify and hold harmless Agriculture for Life, Inc. its employees, and agents from any and all third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) in relation to the Project arising from the negligence, other tortious act, or willful misconduct by the Applicant, or those for whom the Applicant is legally responsible. This section shall survive the conclusion or termination of the Grant Agreement.
- 13.1 The Applicant acknowledges that Agriculture for Life, Inc. is not liable to the Applicant, the Applicant's heirs, administrators and assigns for the personal injury, property damage, or any other damage, injury, claim, or loss whatsoever arising out of the Program and the Applicant's participation in it.

13.2 The Applicant, at its own expense and without limiting its obligations under this Agreement, shall insure its operations under a policy of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof and which shall include products liability.

13.3 Agriculture for Life, Inc. may require evidence of the required insurance in a form satisfactory to Agriculture for Life, Inc., prior to the commencement of the Project. All required insurance shall be endorsed to provide Agriculture for Life, Inc. with 30 days advance written notice of cancellation or material change restricting coverage.

14. FALSE OR MISLEADING INFORMATION

14.0 An Applicant who provides false or misleading information under this Program forgoes all rights to benefit from this Program.

15. REPRESENTATIONS AND WARRANTIES

15.0 By submitting an Application, the Applicant represents and warrants that:

- a. The Applicant is an eligible Applicant pursuant to Section 3.1 of the Program Terms and Conditions.
- b. The person signing the Application is duly authorized to make the Application to the Program on behalf of the Applicant.
- c. The Applicant has made full, true and, plain disclosure to Agriculture for Life, Inc. of all facts relating to the activities that are material to its Application.
- d. The Applicant has the necessary financial resources to complete the activities listed in the Application.
- e. The Applicant is not aware of any discussions to effect a sale, transfer, assignment, or pledge of interest which would result in a change of the control of the Applicant or of the disposition of all or substantially all the assets of the Applicant.
- f. The Applicant has adequate human resources, experience, and skills to carry out the activities described in the Application.
- g. The Applicant is in compliance with all laws, orders, and authorizations which relate to or affect the Applicant, and is not subject to any order of any court or other tribunal affecting the Applicant's operations.
- h. The Applicant has the power and authority and all necessary licenses and permits to own and operate its properties and carry on its operations, to make the Application, and to complete the activities described in the Application.

16. SURVIVAL

16.0 Despite any other provision of the Grant Agreement, those sections which by their very nature continue after the conclusion or termination of the Grant Agreement shall continue after such conclusion or termination.

17. ASSIGNMENT

17.0 The Applicant may not assign the Grant Agreement or any right or benefit under it.

18. GOVERNING LAW

18.0 The Grant Agreement shall be construed, interpreted and applied in accordance with the laws and in the courts of the Province of Alberta.

19. NO AGENCY

19.0 Nothing in the Grant Agreement is intended to constitute the parties as an agent of the other for any purpose, or to create any relationship of agency, partnership, or joint venture.

20. SEVERABILITY

20.0 The terms and conditions of the Grant Agreement are severable, and any term or condition determined to be void or unenforceable in whole or in part shall not be deemed to affect or impair the validity of the Grant Agreement or any other term or condition of it.

21. HEADINGS

21.0 The headings in these Program Terms and Conditions are for convenience of reference only and do not affect the interpretation of the Program Terms and Conditions.

22. CHANGE TO THE PROGRAM OR PROGRAM TERMS AND CONDITIONS

22.0 Agriculture for Life, Inc. may change or terminate the Program at any time without notice. If Agriculture for Life, Inc. changes the Program, the revised Program Terms and Conditions will be posted on the Program website.