



ALBERTA
AGRICULTURE AND FORESTRY

*Office of the Minister
MLA, Innisfail-Sylvan Lake*

JUN 30 2021

Ms. Shannon Phillips
Chair, Standing Committee on Public Accounts
MLA, Lethbridge-West
3rd Floor Federal Building
9820 – 107 Street
Edmonton, AB T5K 1E7

Dear Ms. Phillips:

Shannon

Attached are Agriculture and Forestry's written responses to read-in questions asked during the Standing Committee on Public Accounts meeting on June 8, 2021. Responses are provided to questions in the order in which they appear in the Alberta Hansard (Transcript No. 30-2-25).

I have also provided this information to Aaron Roth, Committee Clerk for the Legislative Assembly of Alberta.

If you have any questions, please feel free to contact me.

Sincerely,

A large black rectangular redaction box covering the signature of the Minister.

Honourable Devin Dreeshen
Minister, Agriculture and Forestry

Attachment 1: Written Responses to Read-In Questions
Attachment 2: Canadian Agricultural Partnership Program Scoring Metrics
Attachment 3: Results Driven Agricultural Research Funding Agreement
Attachment 4: Results Driven Agricultural Research – CAP Administrator Agreement

cc: Shannon Marchand, Deputy Minister, Agriculture and Forestry
Aaron Roth, Committee Clerk

**ATTACHMENT 1: WRITTEN RESPONSES TO QUESTIONS READ-IN AT THE
STANDING COMMITTEE ON PUBLIC ACCOUNTS
Alberta Hansard (Transcript No. 30-2-25)
June 8, 2021**

PA-524

- 1) **Rakhi Pancholi (Edmonton-Whitemud):** With respect to the Canadian agricultural partnership agreement – \$42.3 million budgeted for the 2019-20 year – can the ministry please table the scoring metric that was used to rate each project that was used generally as well as whether or not that scoring metric is different from 2018-19? If so, please table both.

ANSWER:

- CAP grant applications are assessed and submitted for approval based on one of the following processes:
 - Applicant eligibility and eligible project expenses as per the Program Terms and Conditions
 - Applicant eligibility and Program Assessment Criteria
 - A one-off grant process for projects aligning to achieving CAP outcomes
 - A complete scoring metric for CAP programs is provided in Attachment 2.
 - The scoring metrics were the same in 2018-19.
- 2) **Rakhi Pancholi (Edmonton-Whitemud):** Can the ministry please table the list of all grants distributed under the CAP program, including the names of the recipients, description of the project, and the amount of the grant?

ANSWER:

- All grants issued under the CAP are subject to grant payment disclosure, meaning that information relating to each paid grant is made public through the Grant Payment Disclosure tool located at <https://www.alberta.ca/grant-payments-disclosure-table.aspx>. Excel versions of this data can also be downloaded through the Alberta Open Government website: <https://open.alberta.ca/opendata/grant-disclosure>.
- This dataset can be sorted by Ministry, Department or Agency that made the payment, who the payment is made to, the program the payment came from, the payment amount, the date the payment was made, the fiscal year the payments relates too, and whether or not the grant was lottery funded.
- The table below provides a comprehensive list of the CAP program names and the corresponding abbreviation displayed on the Grant Disclosure tool.

CAP Program Name	Program Name in Grant Payment Disclosure Tool
Accelerating the Advancement of Agricultural Innovation	ACCEL ADV OF AG INNOV
Adapting Innovative Solutions in Agriculture	ADAPT INNOV SOLUTS IN AG

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Agriculture and Food Sustainability Assurance Initiatives	AG AND FOOD SUSTAINASSUR
Efficient Grain Dryer	EFFICIENT GRAIN DRYER PROGRAM
Emergency Preparedness	<ul style="list-style-type: none"> • EP - ANIMAL HEALTH • EP - FOOD SAFETY • EP - PLANT HEALTH • EP - IRRIGATION CONVEYANCE
Emerging Opportunities	PRODUCTS TO MARKETS - EMERGING
Environmental Stewardship and Climate Change Group	<ul style="list-style-type: none"> • CLIMATE CHANGE • ENVIRONMENTAL STEWARDSHIP
Environmental Stewardship and Climate Change Producer	<ul style="list-style-type: none"> • CLIMATE CHANGE • ENVIRONMENTAL STEWARDSHIP
Farm Water Supply	FARM WATER SUPPLY
Irrigation Efficiency	IRRIGATION EFFICIENCY
Products to Markets	PRODUCTS TO MARKETS - SMALL
Public Agriculture Literacy	PUBLIC AGRICULTURE LITERACY
Risk Mitigation	<ul style="list-style-type: none"> • RM - ANIMAL HEALTH • RM - FOOD SAFETY • RM - PLANT HEALTH • RM - IRRIGATION CONVEYANCE • RM -HUMANE SLAUGHTER • RM -FARM SAFETY
Surveillance	<ul style="list-style-type: none"> • SURVEILLANCE - ANIMAL HEALTH • SURVEILLANCE - FOOD SAFETY • SURVEILLANCE - PLANT HEALTH
Value-added Products to Markets	PRODUCTS TO MARKETS - LARGE
Youth Agriculture Education	YOUTH AGRICULTURAL EDUCATION

- 3) **Rakhi Pancholi (Edmonton-Whitemud):** Can the ministry also table a detailed description of the grant allocation process for CAP? What is the process for determining how projects are scored, who makes the recommendations, and how are they approved?

ANSWER:

Eligibility based programs:

- When an application is submitted under these programs, a department subject matter expert reviews the project to ensure the applicant is eligible, all requirements have been completed and that the activities and expenses submitted are eligible under the Program's Terms and Conditions.
- Ineligible applications are declined and any activity or expense that is ineligible is removed and the recommended grant value decreases accordingly.
- The project is then reviewed by the department's financial services team and once approved, it is forwarded for Minister review. Minister endorsed projects are then executed.
- There are two different payment models depending on the program structure. One is the applicant receives the grant funds once the project is executed because the work has already been completed. The second is upon reimbursement when the applicant submits proof of the expenses incurred by the applicant.

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Merit based programs using Program Assessment Criteria:

- When an application is submitted under these programs a department subject matter expert reviews the project to ensure the applicant is eligible, all requirements have been completed, and that the activities and expenses submitted are eligible under the programs terms and conditions.
- Depending on the size of the request or nature of the project, a review committee is used to review and score the projects using a scoring matrix.
- Projects that receive the highest scores are submitted for financial review and are provided for Minister review.
- The Minister endorsed projects are then executed and grant funds are distributed according to the payment schedule in the agreement.

One-off grant process:

- This process is used when a request for funding does not align with the Terms and Conditions of a specific program but aligns with achieving outcomes under the CAP agreement and Ministry priorities.
- These project requests are reviewed by a department subject matter expert to ensure the applicant and project activities and expenses are eligible under the CAP agreement.
- The project is then reviewed by the department's financial services team and then sent to the Minister for approval.
- The project is then executed and grant funds are distributed according to the payment schedule in the agreement.

- 4) **Rakhi Pancholi (Edmonton-Whitemud):** As well, are there any projects that might have been funded under the CAP program that did not follow this grant allocation process, and did the minister or the ministry approve any grants that were not recommended through this process?

ANSWER:

- No. All grants follow one of the processes outlined above, and no grants were approved that were not recommended through these processes.

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- 5) **Rakhi Pancholi (Edmonton-Whitemud):** With respect to in-year savings we know all ministries in the 2019-20 fiscal year had in-year savings targets. Can the staff please table any targets that they were intended to meet in this fiscal year? Was that target met for in-year savings, and which programs specifically were cut as a result of this in-year savings program?

ANSWER:

- Agriculture and Forestry's targeted in-year savings in 2019-20 were \$4.4 million.
- \$2.7 million savings was planned in reinsurance expense under the Agriculture Financial Services Corporation's (AFSC) livestock and hail programs. Actual savings realized at year-end were \$3 million due to the following:
 - AFSC did not purchase reinsurance for livestock program and saved \$1.4 million.
 - AFSC's quota share reinsurance under the hail program was \$1.6 million lower. The loss to premium ratio was significantly higher than prior year resulting in higher reinsurance recoveries, which offset the reinsurance expense.

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- \$1.7 million was planned for savings by deferring some grant payments. This saving was achieved through a lower grant payment for FireSmart programs. The ministry provided five grants for just over \$5.9 million from the \$8 million grants budget. This resulted in \$2.1 million savings.

6) **Rakhi Pancholi (Edmonton-Whitemud):** As well, with respect to the wildfire rappel program – this was cut in the 2019-20 year – can the ministry staff please table the cost-benefit and cross-jurisdictional analysis that was done that led up to the cut of the wildfire rappel program and table that with this committee?

ANSWER:

- The decision to eliminate Alberta Wildfire's rappel crews was made after the 2018-2019 fire season, with careful consideration of wildfire management objectives and resource requirements; the roles of the rappel firefighting crews and other firefighting personnel; and the types of wildfires Alberta has experienced in the past and those we expect to experience in the future.
- The Rappel program cost approximately \$1.65 million annually, and included 63 front line firefighters.
- There are many methods of accessing and suppressing wildfires, and Alberta Agriculture and Forestry will continue to utilize ways to provide effective and cost efficient response.
 - Rappel crew members received exclusive training and special equipment to rappel from a helicopter into a wildfire location. The specialized firefighting response capability (rappelling) of these crews was used for initial attack on less than two per cent (2%) of the total wildfires in Alberta; however, rappel crews also supported conventional firefighting activities (i.e., not requiring specialized rappelling work).
 - Alberta Wildfire has other methods (e.g., hover exit and transportation to a nearby location) of accessing remote wildfires that rappel crews used to action.
- British Columbia is the only jurisdiction in Canada with a rappel program.

7) **Marie Renaud (St. Albert):** Can the ministry provide the annual allowable cut in any area covered by a caribou recovery plan for 2018-19 and 2019-20?

ANSWER:

- There are no approved caribou recovery plans in Alberta.
- The "Setting Alberta on the Path to Caribou Recovery" report guides caribou recovery during the 2018-19 and 2019-20 timeframes. The sub-regional planning currently underway to manage caribou will replace this report's recommendations once completed.
- The "Setting Alberta on the Path to Caribou Recovery" report directly affects portions of four Forest Management Units (FMU): E8, E14, W15, and G15. During the 2018-2019 and 2019-2020 period, the annual allowable cut for these four FMUs totaled 3,761,116 cubic metres per year (m³/year).
- Alberta's Forest Management Units map can be accessed at: <https://open.alberta.ca/publications/forest-management-units-map>.

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- 8) **Marie Renaud:** Can the ministry provide details on allowable cut in the Little Smoky and A La Peche caribou range and their analysis on effective annual allowable cut on woodland caribou populations in those areas?

ANSWER:

- The annual allowable cut (AAC) is the maximum volume of trees that can be sustainably harvested. The AAC does not equate to actual volume of trees harvested, nor does it identify the “footprint” or the area harvested.
- The Little Smoky and A la Peche caribou ranges cover portions of four Forest Management Units, E8, E14, W15, and G15. More detailed information on the annual allowable cut and the corresponding tenure holders follows:

AACs for E8, E14, G15 and W15 at Fiscal Year End 2019-20

FMA holder	Coniferous quota and Deciduous tenure holders	FMU	Total Coniferous AAC (m ³ /yr)	Total Deciduous AAC (m ³ /yr)
ANC Timber Ltd.	Blue Ridge Lumber Inc., Millar Western Ltd	W15	1,098,500	121,200
Canadian Forest Products Ltd.	Norbord Inc. , Tolko Industries Ltd.	G15	714,100	452,500
West Fraser Mills Ltd. (Hinton)	None	E14	1,495,800	328,600
Non-FMA	Foothills Forest Products Inc.	E8	452,716	13,621

- AF does not track any statistics or perform analysis on woodland caribou populations. Caribou populations are tracked, measured, and reported by Environment and Parks.
 - The Environment and Parks caribou population data is considered when planning harvest footprint close to and in the caribou ranges. The intent is to use forest harvesting to rehabilitate old disturbances; such as seismic lines, and start a new even aged and undisturbed forest that will become the future habitat of the local caribou.
- 9) **Marlin Schmidt (Edmonton-Gold Bar):** Can the department table the forest harvest planning documents in the forest management areas that overlap with the Little Smoky and the A La Peche ranges?

ANSWER:

- All of the strategic forest management planning documents are available to the public online, and contain information on harvest schedules:
<https://www.alberta.ca/forest-management-plans.aspx>.
- The planning documents are guided by the “Setting Alberta on the Path to Caribou Recovery” report.
- These approved plans pre-date the agreement with the Government of Canada under Section 11 of the federal *Species at Risk Act*.
- These approved plans will be updated once the sub-regional plans that are designing caribou recovery strategies are approved.

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- The Little Smoky and A la Peche caribou ranges cover portions of four Forest Management Units, E8, E14, W15, and G15.

FMU	Link to Applicable Forest Management Plan
E8	https://www.alberta.ca/forest-management-unit-fmu-e8.aspx
E14	https://www.alberta.ca/west-fraser-mills-hinton.aspx
W15	https://www.alberta.ca/anc-timber.aspx
G15	https://www.alberta.ca/canadian-forest-products.aspx

- 10) **Marlin Schmidt (Edmonton-Gold Bar):** I also want to request the complete funding agreement between the government and RDAR, just to make sure that that request was on the record.

Please refer to:

Attachment 3: Results Driven Agriculture Research Funding Agreement

Attachment 4: Results Driven Agriculture Research – CAP Administrator Program Agreement

- 11) **Garth Rowswell (Vermilion-Lloydminster-Wainwright):** What sort of oversight does the ministry have once funding is given to the 4-H? The annual report mentions that the 4-H gathered input on a new governance and operating model in 2019-20. I was just wondering: what sort of input did the ministry have on this model?

- AF requires an annual status report including financial, programming and national accreditation status prior to providing 4-H Alberta with their annual payment.
- The Executive Director of the Crop Assurance and Rural Programming Branch also sits as ex officio on the 4-H Alberta board.
- In Alberta, 4-H was governed by a 'three-party partnership' involving the 4-H Council of Alberta (Council), the 4-H Foundation of Alberta (Foundation) and the 4-H Section, Agriculture & Forestry.
- The 'three-party partnership' model was limiting the growth and success of the 4-H.
- As one of the parties in the partnership, AF supported a comprehensive engagement process to help 4-H determine the best path forward. The decision to adopt the new model was ultimately made by 4-H in the best of interest of members.

- 12) **Garth Rowswell (Vermilion-Lloydminster-Wainwright):** Can the ministry explain to the committee how this \$30 million is used to mitigate the spread of mountain pine beetle infestations, and what kind of benchmarks did you use to measure the success of the mountain pine beetle infestation management?

- Mountain pine beetle infestations continue to represent a threat to timber supply and healthy forest ecosystems in Alberta.
- The funding was directly invested in control efforts to slow the spread along the eastern slopes, minimizing impacts to provincial forest resources. As a result of this funding, an additional 28,000 trees over 83,000 hectares were controlled in 2019-20 which is a 32 per cent increase in single tree control activities over 2018-19.

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- The ministry provided \$3.4 million in grants to four applicants to conduct research and assist with their mountain pine beetle operations. Under the mountain pine beetle management program, 104,457 infested trees were controlled in 2019-20 and represents the largest number of trees treated over the last five years.
- This result is significant due to detection of new infested areas, which required an expansion of the geographic area covered.
- We measure the percent change in the number of new mountain pine beetle-killed trees per square kilometer detected during aerial surveys annually in Alberta.
 - Surveys conducted in fall 2020 indicated a 47 per cent reduction in the number of new mountain pine beetle-killed trees over 2019.
- We aim to survey 80 per cent of moderate to high risk trees as detected in our aerial surveys.
 - Risk is defined by:
 - the estimated number of currently attacked trees;
 - susceptibility of the tree stand;
 - the connectivity of the infested tree stand to other old pine stands; and
 - elevation, among other factors.
 - When we survey a site, we control the site unless the ground survey results indicate the risk of spread is lower than predicted.
- AF has a cooperative program to kill beetles on non-surveyed sites that involves the preemptive logging of infested trees before beetles can emerge and fly.

13) **Nathan Neudorf (Lethbridge-East):** Very quickly, key objective 3.2 states, "Provide support to agricultural producers to reduce the impact of agricultural production on surface water and groundwater supply and quality." Under this key objective the irrigation rehabilitation program provided \$14 million of dedicated funding to 12 irrigation districts. Can the department speak to how this was divided? What sort of oversight does the ministry have on this funding, how is it distributed, and what makes a project eligible to receive this funding?

- The \$14 million IRP budget was allocated to irrigation districts as per a formula.
 - The number of irrigation acres in each district; and
 - the replacement cost of water conveyance infrastructure in each district.
- Construction may occur in a different year (or years) than the year the funds are allocated. Some districts accrue funds to construct larger projects in the future.

District	Funding Received
Aetna	\$49,591
Bow River	\$2,238,764
Eastern	\$3,379,436
Leavitt	\$55,448
Lethbridge Northern	\$1,529,362
Magrath	\$164,539
Mountain View	\$53,123
Raymond	\$383,799
Ross Creek	\$0
St. Mary	\$3,704,095
Taber	\$763,890

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United	\$371,149
Western	\$1,306,804
Total	\$14,000,000

- Irrigation Districts may only expend funds on rehabilitation projects that are eligible under IRP and have been approved by Irrigation Council. The required process and monitoring is fully outlined in the IRP Administration Manual.
- Specifically, we monitor construction of rehabilitation projects through random field visits, and districts must submit 'for construction' and 'as built' engineering drawings at the start and end of projects.
- Districts must construct to the IRP Design and Construction Standards. Spending is tracked through progress certificates that are signed by the district manager or authorized representative, and by the project engineer.
- Past IRP projects are evaluated to ensure that districts are maintaining previously funded works.
- Irrigation District rehabilitation projects that are eligible under IRP and have been approved by Irrigation Council can be constructed using IRP funds. Eligible project include:
 - First-time rehabilitation of infrastructure;
 - planning studies in support of rehabilitation; and
 - rehabilitation of previously rehabbed infrastructure:
 - for pipelines: once infrastructure is at least 30 years old, and
 - for other irrigation works: once infrastructure is at least 15 years old.

Attachment 2: Canadian Agricultural Partnership Program Scoring Metrics
 Agriculture and Forestry Public Accounts Meeting June 8, 2021
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CAP Program Name	Scoring Metrics
Accelerating the Advancement of Agricultural Innovation	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. Degree to which the Proposed Project addresses an identified need for an Alberta agriculture sector. 2. Level of potential for the Innovation(s) in the Proposed Project to have a sector-wide impact and be adopted in Alberta. 3. Extent to which the knowledge gained by Alberta agriculture industry stakeholders from the Proposed Project will positively change Alberta's agriculture industry. 4. Level to which the design of the Proposed Project plan in the Application describes relevant activities, resources, budget, and success measures needed to achieve expected outcomes. 5. Range of opportunities (e.g. multiple channels, audiences, timing, and methods) provided in the Application to successfully transfer knowledge gained from the Proposed Project to Alberta agriculture industry stakeholders. 6. Capacity (team members, capabilities, and ability to access resources) demonstrated in the Application to successfully complete all activities for the Proposed Project within timelines stated in the Application.
Adapting Innovative Solutions in Agriculture	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. Degree to which the Proposed Project addresses an identified need for an Alberta agriculture sector. 2. Level of potential for the Innovation(s) in the Proposed Project to have a sector-wide impact and be adopted in Alberta. 3. Extent to which the knowledge gained by Alberta agriculture industry stakeholders from the Proposed Project will positively change Alberta's agriculture industry. 4. Level to which the design of the Proposed Project plan in the Application describes relevant activities, resources, budget, and success measures needed to achieve expected outcomes. 5. Range of opportunities (e.g. multiple channels, audiences, timing, and methods) provided in the Application to successfully transfer knowledge gained from the Proposed Project to Alberta agriculture industry stakeholders. 6. Capacity (team members, capabilities, and ability to access resources) demonstrated in the Application to successfully complete all activities for the Proposed Project within timelines stated in the Application.
Agriculture and Food Sustainability Assurance Initiatives	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. The Project's contribution to development or enhancement of Alberta agriculture industry assurance systems. 2. The extent to which the Project increases knowledge, awareness, and participation by producers in Alberta agriculture industry assurance systems. 3. The extent to which the Project enhances Alberta producer access to markets that require sustainably sourced product. 4. The extent to which the Application demonstrates the Applicant's capacity and readiness to execute the Project based on available financial resources, necessary experience and skills (in-house team and 3rd party expertise to manage, lead and execute the Project), and detailed Project timelines that are realistic and attainable. 5. The impact of the Project relative to the overall Project investment.
CAP One-Off Grants	<p>One-off Grant process.</p> <p>The extent to which the project aligns with achieving outcomes under the CAP Agreement and contributes to achieving Ministry and Government of Alberta priorities.</p>
Efficient Grain Dryer	<p>Applicant eligibility, a person must be either:</p> <ol style="list-style-type: none"> a) an Active Producer operating in Alberta that either:

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	<p>i. has a current Environmental Farm Plan (EFP) certificate or letter of completion from an EFP technician; or</p> <p>ii. is currently working on an EFP and is in a position to receive an EFP certificate or letter of completion from an EFP technician before the end of the Project Term; or</p> <p>b) an Active Producer operating in Alberta that submitted an Application under Farm Energy and Agri-Processing program (FEAP) for grain dryer components, but did not receive funding under FEAP for those grain dryer components.</p> <p>Eligible Activities: Activities that may be included in an Application under the Program include:</p> <p>a) the purchase of equipment that is identified or referred to in the Funding List; and</p> <p>b) any other activity related to environmental improvement or climate change mitigation/adaptation approved by the Minister.</p> <p>All equipment purchased under the Program must be:</p> <p>a) used in the Applicant's agricultural operation producing a primary commodity;</p> <p>b) considered by the Minister to be acceptably energy efficient;</p> <p>c) in the Applicant's physical possession by the end of the Project Term; and</p> <p>d) installed in the Applicant's agricultural operation and operational by 6 months after the end of the Project Term.</p> <p>A completed Project must be located and operational in Alberta.</p>
Emerging Opportunities	<p>Program Assessment Criteria</p> <p>1. The extent to which the funding request supports the diversification of the Sector through the development of new and/or emerging value-added opportunities (primary outcome areas weighted more highly than supporting outcome areas):</p> <p>a. supporting growth of the Applicant or Sector by increasing sales or GDP and diversifying the economy with new opportunities in local, domestic and/or international markets;</p> <p>b. addressing business or industry risks associated with evaluating or developing an emerging opportunity within Alberta; and</p> <p>c. supporting outcome areas: increasing employment opportunities in the Sector; increasing demand for agricultural inputs and services; and focusing in on high-value ingredients and finished goods (could include waste streams and by-products).</p> <p>2. Methodology and work plan – how the methodology and work plan:</p> <p>a. demonstrate the Proposed Project objectives and how they will be achieved; and</p> <p>b. realistic timeline for the Proposed Project.</p> <p>3. Capacity – the extent of the Applicant's relevant corporate capacity, technical knowledge, and financial capacity, and the extent to which this is clearly demonstrated and substantiated in the Application:</p> <p>a. budget – the extent to which Proposed Project costs are reasonable, feasible, and efficient in comparison to expected Proposed Project benefits; and</p> <p>b. leverage and collaboration – the extent to which appropriate partners or stakeholders are identified in the Application and involved throughout the work on the Proposed Project to get financial and non-financial leverage for the Proposed Project.</p>
Environmental Stewardship and Climate Change	<p>Program Assessment Criteria</p>

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Group	<ol style="list-style-type: none"> 1. The Project's contribution to reducing or adapting agricultural impacts on climate change and the environment. 2. The Applicant's plans to implement a communication plan, or develop information that will inform a communication plan. 3. The Project's demonstrated ability to increase knowledge, awareness and participation by program participants and agricultural producers in activities that mitigate carbon emissions that impact climate change, and/or mitigate issues related to the environment.
Environmental Stewardship and Climate Change Producer	<p>To be eligible to apply to the Program, a person must be either:</p> <ol style="list-style-type: none"> a) an Active Producer operating in Alberta that: <ol style="list-style-type: none"> i. has a current Environmental Farm Plan (EFP) certificate or letter of completion from an EFP technician; or ii. is currently working on an EFP and is in a position to receive an EFP certificate or letter of completion from an EFP technician before the end of the Project Term; or b) a Commercial Manure Applicator that: <ol style="list-style-type: none"> i. has completed a manure management training event or course after January 1, 2019; or ii. will complete a manure management training event or course before the end of the Project Term. <p>Eligible Activities: Activities that may be included in an Application under the Program include:</p> <ol style="list-style-type: none"> a) for Active Producer Applicants, activities listed in Funding Categories A to D in the Funding List; b) for Commercial Manure Applicator Applicants, activities listed in Funding Category E in the Funding List; and c) any other activity related to environmental improvement or climate change mitigation/adaptation approved by the Minister. <p>This program also entertains more technically demanding projects that are subject to technical assessment. For an Application to be considered for funding under the Program, the activities included in the Application must score a minimum of 30% using the Program assessment criterion: The Program assessment criterion is the demonstration of environmental improvement or benefit to climate change mitigation/adaptation that will result from the implementation of the Project.</p>
Emergency Preparedness	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. Overall impact of the Project on Alberta's agriculture and food industry, including the types of commodities involved and the economic impact. 2. Degree the Project can be used to address multiple types of emergencies. 3. Degree of the Applicant's engagement and collaboration with stakeholders, external organizations, or partners throughout Alberta's agriculture and food industry. 4. The Applicant's intent to use the Emergency Preparedness Plan for training, and the Applicant's plan for communicating the Emergency Preparedness Plan to its members/residents and stakeholders. 5. The Applicant's plan for keeping the Emergency Preparedness Plan valid over time. 6. Degree that members or residents of the Applicant will be trained on an Incident Command System or a training program identified in the Applicant's Emergency Preparedness Plan, as applicable. 7. The extent to which the Application demonstrates the Applicant's capacity and readiness to execute the Proposed Project based on available financial resources,

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	necessary experience, and skills (to manage, lead and execute the Project), and detailed Proposed Project timelines that are realistic and attainable.
Farm Water Supply	<p>To be eligible to apply to the Program, an entity must be an Active Producer (as defined in that:</p> <ul style="list-style-type: none"> a. is liable to pay Alberta income tax or corporate tax (or claim losses) on income from the production of farm commodities under the <i>Income Tax Act</i> (Canada) or the <i>Alberta Corporate Tax Act</i>; b. has an approved Long Term Water Management Plan; c. is actively and directly farming agricultural crops and livestock; d. is responsible for management decisions and operating costs on the farm; and e. has control of the farming assets, either by holding title to the assets or having a rental agreement with the person holding title. <p>Eligible Activities: For a project to be eligible for funding under the Program, it must satisfy the following requirements. The project must:</p> <ul style="list-style-type: none"> a. be identified in the Applicant's approved Long Term Water Management Plan prior to the Applicant commencing the project (the project type and legal land description on the Long Term Water Management Plan and the Grant Application Form must match). If a project contains necessary components that are not explicitly identified in the Long Term Water Management Plan, but are commonly part of the project, those components may be considered to be part of the project, in the Minister's sole discretion; b. be identified as a Standard Incentive Project or a Special Incentive Project in the Program Funding List, and meet the applicable requirements stated on the Program Funding List; c. be commenced after all required approval(s) or authorizations(s) have been obtained by the Applicant from agencies, private landowners or right-of-way holders; d. be commenced after all governmental approvals for the construction of the project have been obtained by the Applicant, including those related to public health and safety, labour codes and standards, care and use of animals in research, wildlife habitat, and environmental protection, or alternatively after written confirmation has been obtained by the Applicant from the relevant government department that an approval for the project is not required; e. be completed: <ul style="list-style-type: none"> i. on land that meets all requirements; and ii. in accordance with all applicable laws and regulations; f. be complete prior to the date the Grant Application Form is submitted to AF.
Irrigation Efficiency	<p>To be eligible to apply to the Program, an Applicant must:</p> <ul style="list-style-type: none"> a. operate as a producer in Alberta; b. own an irrigated agricultural operation in Alberta; c. have a Long-Term Irrigation Management Plan; and d. not have been previously approved for payment from the Program for the Parcel described in the Application. <p>Eligible Parcels for New Systems</p>

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	<p>For a new irrigation system to be eligible for funding under the Program, it must be installed on a Parcel that is at least:</p> <ol style="list-style-type: none"> a. 10 irrigated acres for a new surface drip irrigation system; or b. 20 irrigated acres for a new LPCP System or a subsurface drip irrigation system. <p>Eligible Costs:</p> <ol style="list-style-type: none"> 1. Any of the following: <ol style="list-style-type: none"> a. one or more pieces of LPCP Equipment purchased by the Applicant and installed at the Applicant's operation as part of an upgrade from a gravity, side-wheel or high pressure centre pivot irrigation system to a new LPCP System, or retrofit of a high pressure centre pivot to a LPCP System, plus costs of design and installation; b. one or more LPCP Pump Modifications purchased by the Applicant and installed at the Applicant's operation as part of an upgrade to a LPCP System, plus costs of installation; c. one or more sets of High-Efficiency Sprinkler Nozzles and related equipment (drop tubes, pressure regulators) for a new LPCP System or an upgrade to an existing LPCP System, plus costs of installation; d. one or more sets of Variable-Rate Irrigation Equipment (controllers and software) that allow precision irrigation, plus costs of installation; e. a pivot control panel upgrade (including base stations for telemetry) purchased by the Applicant and installed at the Applicant's operation, plus costs of installation. f. a Drip Irrigation System purchased by the Applicant and installed at the Applicant's operation, plus the costs of installation. 2. Equipment must be new and purchased by the Applicant from a licensed irrigation supply dealer after April 1, 2018. 3. Installation of equipment purchased by the Applicant under the Program must be done by a licensed service provider, with the exception of the installation of High Efficiency Sprinkler Nozzles, which may be installed by the Applicant subject to inspection by a licensed service provider and the Applicant submitting written proof of such inspection signed by the inspector within six months of approval of their Application.
<p>Products to Markets</p>	<p>Eligible Applicants:</p> <ol style="list-style-type: none"> a. Processors; b. Industry Organizations; c. New Entrants; and d. Producers who are: <ol style="list-style-type: none"> i. adding value past primary agricultural production; or ii. involved in international market development activities. <p>To be eligible under the Program, an Applicant must have the necessary capacity (including financial and other resources) to complete the activities included in the Applicant's Application.</p> <p>Eligible Activities:</p> <ol style="list-style-type: none"> 1. Activities that may be included in an Application under the Program are stated in the Funding List, subject to the following limitations:

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	<ul style="list-style-type: none"> a. Processors, Industry Organizations, New Entrants, and Producers who are adding value past primary agriculture production are eligible to apply for all activities listed in the Funding List; and b. Producers who are involved in international market development activities but are not adding value past primary agriculture production are only eligible to apply for Activity 8 in the Funding List. <p>2. Activities completed by an Applicant under the Program must support growth of the Applicant's sales by facilitating the Applicant's capacity to develop New Products/processes and/or enter New Markets (local, domestic and international).</p> <p>3. Projects must be completed by the Applicant by the end of the Fiscal Year in which the Application was submitted.</p> <p>4. Activities included in an Application must be reasonably appropriate for the capacity (including financial and other resources) of the Applicant. The Minister has the absolute discretion to:</p> <ul style="list-style-type: none"> a. only approve some activities in an Application if the activities included are not reasonably appropriate for the capacity of the Applicant, in the sole discretion of the Minister; and b. reject an Application if the activities in the Application, when considered with activities in other Applications submitted by the Applicant, are not together reasonably appropriate for the capacity of the Applicant, in the sole discretion of the Minister. <p>5. In completing a Project under the Program, the Applicant must:</p> <ul style="list-style-type: none"> a. comply with all applicable laws and regulations; and b. obtain all required governmental approvals prior to commencing the Project, including those related to public health and safety, labour codes and standards, care and use of animals in research, wildlife habitat, and environmental protection.
Public Agriculture Literacy	<p>Program Assessment Criteria</p> <ul style="list-style-type: none"> 1. The Project's contribution to enhancing the Alberta agriculture industry's capacity to communicate the benefits of the agriculture industry with its target audience. 2. The extent to which the Project improves the Alberta public's understanding of agriculture and the food production system. 3. If the Applicant is an Agriculture Group, the Applicant's degree of collaboration with other groups on the Project. 4. If the Applicant is a non-agriculture entity, the Applicant's degree of collaboration with Agriculture Groups on the Project. 5. The impact of the Project relative to the overall Project investment.
Risk Mitigation: Biosecurity	<p>Program Assessment Criteria</p> <ul style="list-style-type: none"> 1. Impact or applied benefit that the Proposed Project will have on the animal health and disease risk management (DRM)/biosecurity practices of livestock producers and the Alberta livestock industry as a whole. 2. Extent the Proposed Project will address novel DRM and Biosecurity practices and be applied extensively in the short term within the Alberta livestock industry. 3. Extent of industry engagement, support, collaboration and partnership in the Proposed Project. 4. Extent to which the Proposed Project implements an action or strategy identified in an existing animal health Biosecurity plan. 5. The extent to which the Application demonstrates the Applicant's capacity and readiness to execute the Proposed Project based on available financial resources,

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	<p>necessary experience, and skills (to manage, lead and execute the Project), and detailed Proposed Project timelines that are realistic and attainable.</p> <ol style="list-style-type: none"> 6. Extent to which the Proposed Project is unique/innovative (i.e. no other projects with similar objectives have been done or are currently underway in Alberta or Canada within the targeted sector) and has the potential to be used extensively in one or more commodities. 7. Feasibility and probability that the Proposed Project will achieve the stated objectives. 8. Extent to which the Proposed Project will become self-sustained in the long term.
Risk Mitigation: Farm Safety	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. The extent to which the Application demonstrates the Applicant's capacity and readiness to execute the Proposed Project based on available financial resources, necessary experience, and skills (to manage, lead and execute the Project), and detailed Proposed Project timelines that are realistic and attainable. 2. Extent to which the Proposed Project is meeting a demonstrated need and gap in service. 3. Extent to which the Proposed Project strategies, activities, budget, target audience and performance measures are defined and developed in the Application. 4. Extent of the Proposed Project's reach and scale. 5. The extent to which the Proposed Project will enhance farm safety in postsecondary curriculum(s) and impact the agriculture sector.
Risk Mitigation: Food Safety	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. The extent to which the Application identifies the need for the Proposed Project (i.e. the food safety risk that will be addressed by the Proposed Project). 2. The extent to which the Application explains how the Proposed Project will address the identified food safety risk. 3. The degree of the food safety risk being addressed by the Proposed Project. 4. The extent to which the Proposed Project is supported by scientific research, reputable reports, and/or food safety risk assessments. 5. The extent that the Proposed Project demonstrates a secondary outcome (i.e. meeting food safety market access requirements through achieving certifications). 6. The extent to which the Application demonstrates the Applicant's capacity and readiness to execute the Proposed Project based on available financial resources, necessary experience, and skills (to manage, lead and execute the Project), and detailed Proposed Project timelines that are realistic and attainable.
Risk Mitigation: Humane Slaughter	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. Deficiencies in stunning effectiveness, as determined by the Gap Assessment. 2. Degree the Project adopts advanced stunning technologies. 3. Degree the Project addresses an identified risk. 4. Extent to which equipment identified in the Application are effective solutions to deficiencies as determined by the Gap Assessment. 5. Degree the Project involves development and/or implementation of programs/practices/training that enhance the welfare of livestock and/or poultry at slaughter. 6. Degree the Project activities promote low stress livestock handling.
Risk Mitigation: Irrigation Conveyance	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. Demonstrated need for the Proposed Project (i.e., nature of risk being addressed by the Proposed Project and need to mitigate that risk); 2. Degree of benefit of the Proposed Project to Irrigators within an Irrigation District, Registered Association, Indian Band, or Metis Settlement. 3. Degree the Proposed Project will generate new public information that is of significant benefit to mitigating risks to Irrigation Conveyance Works. 4. Demonstrated technical merit of the Proposed Project.

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	<p>5. The extent to which the Application demonstrates the Applicant's capacity and readiness to execute the Proposed Project based on available financial resources, necessary experience, and skills (to manage, lead and execute the Project), and detailed Proposed Project timelines that are realistic and attainable.</p>
Risk Mitigation: Plant Health	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. Degree to which the Proposed Project addresses an identified crop or bee pest issue or gap in Alberta. 2. Extent to which the Proposed Project can alleviate or mitigate crop and bee pest related risks and/or improve the management of crop and bee pest related risks in Alberta. 3. Level to which the Application describes relevant activities, resources, budget, and success measures needed to achieve expected risk mitigation outcomes. 4. Range of opportunities (multiple channels, audiences, timing and methods) identified in the Application to successfully transfer knowledge gained from the Proposed Project with intended beneficiaries/to enable uptake and support adoption. 5. The extent to which the Application demonstrates the Applicant's capacity and readiness to execute the Proposed Project based on available financial resources, necessary experience, and skills (to manage, lead and execute the Project), and detailed Proposed Project timelines that are realistic and attainable.
Risk Mitigation: Tractability	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. The degree to which the Proposed Project improves industry traceability practices, addresses identified gaps and advances the ability to manage risks. 2. The level of impact or benefit the Proposed Project will have for the Alberta livestock industry as a whole. 3. The level to which the Application describes relevant activities, resources, budget, and success measures needed to achieve expected risk mitigation outcomes. 4. The uniqueness of the Proposed Project (i.e. no other projects with similar objectives have been done or are currently underway in Alberta or Canada within the targeted sector). 5. The extent to which the Application demonstrates the Applicant's capacity and readiness to execute the Proposed Project based on available financial resources, necessary experience, and skills (to manage, lead and execute the Project), and detailed Proposed Project timelines that are realistic and attainable. 6. For Proposed Projects that involve training, the potential reach of and/or level of Alberta livestock industry participation in the Proposed Project.
Surveillance	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. Degree of impact and applied benefit that the Proposed Project will have on the management of the threats and increase competitiveness of the Alberta agriculture industry as a whole. 2. Extent the Proposed Project will improve an existing or address a novel Surveillance practice, method, technology, or communication. 3. Extent the Proposed Project increases Alberta agriculture industry engagement, support, collaboration and partnership. 4. Extent the Proposed Project advances or implements an action or strategy identified in an existing Surveillance plan or is self sustaining, if applicable. 5. Extent the Application demonstrates the Applicant's capacity and readiness to execute the Proposed Project based on available financial resources, necessary experience, and skills (to manage, lead and execute the Proposed Project), and detailed Proposed Project timelines that are realistic and attainable. 6. Extent the knowledge gained from the Proposed Project will be used in one or more sectors of the Alberta agriculture industry. 7. Extent the results of the Proposed Project will be communicated.

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<p>Value-added Products to Markets</p>	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. The extent to which the Project aligns with the following outcomes: <ol style="list-style-type: none"> a. support growth of the Applicant's business by increasing sales; b. remove barriers to growth and market entry; and c. facilitate capacity to develop New Products, adopt state-of the art processes, commercialize new products and/or enter New Markets; 2. The extent to which the Project supports justified market demand, for example as illustrated by a marketing plan, market feasibility studies, and/or market research, or capacity increases linked to established market demand shown by listings or letters of support. 3. The extent to which the Application shows strategies to access local, domestic and international markets (evidence of market readiness may include business plans, strategic partnerships, letters of support, distribution, export plan, certifications needed, and current processing capacity). 4. If the Project involves the development of a New Product and/or processes, the extent to which the Project supports the need and plans for development of New Product and/or processes (for example business plan and/or market plan). 5. The extent to which the Project aligns with AF priorities as described in the AF's Business Plan and Government of Alberta priorities as described in the Government of Alberta Strategic Plan posted on the Government of Alberta website. 6. The extent to which the Application demonstrates the Applicant's capacity and readiness to execute the Project based on available financial resources, necessary experience and skills (in-house team and 3rd party expertise to manage, lead and execute the Project), and detailed Project timelines that are realistic and attainable. 7. The impact of the Project relative to the overall Project investment.
<p>Youth Agriculture Education</p>	<p>Program Assessment Criteria</p> <ol style="list-style-type: none"> 1. The extent to which the Project demonstrates current educational practices in accordance with Alberta Education Curriculum. 2. The extent to which the Project allows for impact assessments to be conducted. 3. The extent to which the Project develops, expands, or adapts science-based and topic-driven agriculture education programs and resources. 4. The extent to which the Project is "delivered", meaning that it includes interaction with students and teachers. 5. The extent to which the Project proposal demonstrates a logical approach to implementation and ability to deliver the Project. 6. The impact of the Project relative to the overall Project investment. 7. The extent to which the Project increases knowledge and capacity of kindergarten to grade 12 teachers and students in Alberta. 8. If the Applicant is an Agriculture Group, the Applicant's degree of collaboration with other groups on the Project. 9. If the Applicant is a non-agriculture entity, the Applicant's degree of collaboration with Agriculture Groups on the Project.

This Agreement made to be effective January 28, 2021

RESULTS DRIVEN AGRICULTURE RESEARCH FUNDING AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
AS REPRESENTED BY THE MINISTER OF AGRICULTURE AND FORESTRY
(the "Minister")**

- and -

**RESULTS DRIVEN AGRICULTURE RESEARCH
("RDAR")**

BACKGROUND:

- a) RDAR is a not-for-profit corporation, incorporated under the *Canada Not-for-profit Corporations Act*, whose current mandate is to support results driven agriculture research priorities and programs that will increase competitiveness and profitability of the Alberta's agriculture industry.
- b) The Minister, following consultation with farmers, industry and key partners in the agriculture sector, wishes to collaborate with the Alberta agriculture producers and research community to support industry lead agriculture research priorities and allocate funding to those priorities.
- c) The Minister has agreed to provide Grant Funds for RDAR's operations and its results driven agriculture research priorities and programs. In consideration for this funding RDAR has agreed to assume responsibility for the delivery of agriculture research programs and to use this funding to pay for administrative costs in providing such programs and to provide grants. In addition, RDAR has agreed to assume responsibility for and continue to fund certain research grants entered into by the Minister.

IN CONSIDERATION of the mutual covenants herein contained and in this Agreement the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. **Definitions** - In this Agreement, the following terms shall have the following meanings:

- a) **"Agreement"** means this Results Driven Agriculture Research Funding Agreement and attached Schedules, and includes any amendments made to this document and Schedules in accordance with clause 16.1.
- b) **"Assigned Provincial Grants"** means those grant agreements listed in Schedule "D".
- c) **"Board"** means the RDAR Board of Directors.

- d) **"CAP Administrative Costs"** means RDAR's Operating Costs that are eligible expenses under the CAP Program Administrator Agreement and payable out of the CAP Funding.
- e) **"CAP Funding"** means the funds, or any portion of the funds, paid to RDAR pursuant to the CAP Program Administrator Agreement.
- f) **"CAP Program Administrator Agreement"** means the agreement between the Minister and RDAR under the Canada/Alberta Bilateral Agreement implementing the Canadian Agricultural Partnership (CAP) and includes any future amended or replacement agreement.
- g) **"Joint Grant Communications Policy"** means the joint grant communication policy approved by the Board and the Minister as attached as Schedule "E".
- h) **"Effective Date"** means the date first written above in this Agreement.
- i) **"Event of Default"** mean an event of default in clause 12.1.
- j) **"Fiscal Year"** means RDAR's fiscal year as determined by the Board, currently established to be April 1 to March 31;
- k) **"Grant"** means the grant described in clause 3.3 payable in accordance with this Agreement.
- l) **"Grant Proceeds"** means the amount of the Grant plus all interest or other return obtained by RDAR from investing all or part of the Grant pending disbursement in accordance with this agreement.
- m) **"Operating Costs"** means the eligible capital expenditures and operating expenses, as set out in Schedule "C", incurred by RDAR on or after July 22, 2020 (the date of RDAR incorporation) in carrying out RDAR's obligations under this Agreement and the CAP Program Administrator Agreement.
- n) **"RDAR Grants"** means the grants from the Grant Proceeds approved and administered by RDAR in accordance with the RDAR Grant Terms and Conditions and RDAR policies and includes the Assigned Provincial Grants.
- o) **"RDAR Grant Terms and Conditions"** means the terms and conditions approved by the Board for the issuance and administration of RDAR Grants that describe the programs, policies and eligibility criteria for RDAR Grants.
- p) **"Term"** means the term of this Agreement as set out in clause 2.1 of this Agreement.

1.2. **Schedules** – The following Schedules are attached and form part of this Agreement:

- a) Schedule "A" – Grant Proposal
- b) Schedule "B" – Payment Schedule and Reporting Requirements
- c) Schedule "C" – Eligible and Ineligible Operating Expenses
- d) Schedule "D" – List of Assigned Provincial Grants

- e) Schedule "E" – Joint Grant Communications Policy
- 1.3. **Clause Numbers** – Reference in the Agreement to clause numbers are to the corresponding numbered provisions in this Agreement.
- 1.4. **Entire Agreement** – This Agreement is the entire agreement between the Minister and RDAR with respect to support by the Minister for RDAR's Operating Costs and RDAR Grants, and supersedes all previous agreements, correspondence, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement, the CAP Program Administrator Agreement and the CAP grant agreement between the Minister and RDAR for RDAR start-up funding costs.
- 1.5. **Conflicts** – The content of the body of this Agreement and the Schedules shall be read and interpreted so as to avoid conflict between the body of the Agreement and the Schedules. In the event of a conflict between the body of this Agreement and a Schedule, the content of the body of this Agreement shall prevail.
2. **TERM**
- 2.1. **Term** – This Agreement shall commence on the Effective Date and shall expire on March 31, 2030 unless earlier terminated in accordance with section 12.
- 2.2. **Five Year Review** – The Minister and RDAR agree to conduct a non-binding review of this Agreement in year five (5) of the Term. This review will include but is not limited to consideration of an extension of the Term.
3. **THE GRANT**
- 3.1. **Application for Grant** – The Minister acknowledges that the proposal attached as Schedule "A" to this Agreement and related correspondence and communications between the Minister and RDAR constitutes an application for a grant in a manner and form acceptable to the Minister.
- 3.2. **Grant Regulation** – In addition to complying with the terms and conditions of this Agreement, RDAR agrees to comply with the *Agriculture and Forestry Grant Regulation* AR 58/98, as amended from time to time.
- 3.3. **Grant** – The Minister agrees to pay RDAR the Grant as set forth in Schedule "B". RDAR acknowledges and agrees that there will be no additional grant funds from the Minister in the event of cost overruns.
- 3.4. **Subject to Appropriation** – The Grant is subject to:
- a) annual appropriations by the Legislature which permit the spending contemplated by this Agreement; and
 - b) annual budget allocations by the Minister of grant monies for the purposes of this Agreement.
- 3.5. **Separate Bank Account** – RDAR shall deposit and maintain the Grant Proceeds in an interest-bearing account in a bank under the *Bank Act*, a treasury branch under the *Treasury Branches Act* or a credit union under the *Credit Union Act* established in RDAR's name, specifically and solely for the purpose of holding the Grant Funds.

- 3.6. **General Account** – Notwithstanding clause 3.5 RDAR may transfer Grant Proceeds to its general operating account, in the same financial institution as the Grant Proceeds, for the purpose of paying Operating Costs and RDAR Grant funds.

4. **RDAR STRUCTURE**

- 4.1. **Covenants, Representations and Warranties** - RDAR covenants, represents and warrants to the Minister that:

- a) RDAR is a not-for-profit company duly incorporated under the *Canada Not-for-profit Corporations Act*, is validly subsisting and is and will be in good standing during the Term.
- b) RDAR will comply, at all times, with the *Canada Not-for-profit Corporations Act* and Regulations and its Articles of Incorporation and By-laws.
- c) RDAR will provide the Minister with reasonable notice of any amendment to its Articles of Incorporation or By-laws that substantially alters the not-for-profit, agriculture research purposes of RDAR during the Term.
- d) RDAR will carry out its operations in a diligent manner, using qualified employees, contractors and professional advisors.
- e) RDAR will only approve RDAR Grants that are in conformity with the RDAR Grant Terms and Conditions and RDAR policies.
- f) RDAR will collaborate with industry to identify RDAR's research priorities.
- g) RDAR has made full, true and plain disclosure to the Minister of all facts that are material to this Agreement.
- h) the execution of this Agreement by RDAR and the carrying out of this Agreement by RDAR have been duly and validly authorized by RDAR according to applicable law and this Agreement will constitute a binding legal obligation of RDAR.

- 4.2. **Minister's Representative** – During the term of this Agreement, Minister may designate a representative who may attend all Board and Member meetings, in a non-voting capacity, and who may receive notice of meetings and copies of documents circulated for resolutions in the same manner as provided to Directors and Members under the RDAR By-laws and the *Canada Not-for-profit Corporations Act*. The RDAR Chair may request that the Minister's representative leave the meeting for all or any portion of an "in camera" Board meeting or portion of a Board meeting dealing with matters of a confidential nature.

5. **RDAR OPERATIONS**

- 5.1. **Accounting Systems** – RDAR has established and will maintain accounting systems and processes that will enable it to identify at any given time how much of the Grant Proceeds have been expended and the nature of the expenditure.
- 5.2. **Financial Records** – RDAR shall maintain adequate financial records relating to the Grant, shall keep proper books, accounts and records of the cost of the materials, services or resources funded under this Agreement, in accordance with Canadian accounting standards for not-for-profit

organizations, and have them available at all times during the Term and for a period of two years after termination or expiry of this Agreement for inspection pursuant to section 11.

5.3. **Operations** – RDAR shall make reasonable arrangements for its own staffing, administration, office space, related equipment and other operating support so as to be able to carry out its responsibilities pursuant to the terms of this Agreement.

5.4. **Operating Costs**

a) RDAR undertakes and agrees to make reasonable efforts to ensure that, in any Fiscal Year, the combined expenditure by RDAR of:

- (i) Grant Proceeds on Operating Costs; and
- (ii) CAP Funding on CAP Administrative Costs;

does not exceed eight percent (8%) of the sum representing the combined annual payments to RDAR under this Agreement and under the CAP Program Administrator Agreement.

b) In the event RDAR's expenditures under clause (a) exceed the eight percent (8%) limit in any one Fiscal Year, RDAR agrees to meet with the Minister to discuss the overrun, to provide the Minister with an explanation of the overrun and to provide a plan to bring RDAR's expenditures under clause (a) within the eight percent (8%) limit.

5.5. **Use of Grant Proceeds**

a) RDAR may use the Grant Proceeds for:

- (i) payment of reasonable Operating Costs other than CAP Administrative Costs; and
- (ii) paying RDAR Grants.

b) RDAR undertakes and agrees to make every reasonable effort to fund results driven agriculture research at the level contemplated by the Minister's annual Grant payments as set out in Schedule "B" less RDAR's Operating Costs payable under clause (a)(i).

c) in the event RDAR's expenditures on Operating Costs and RDAR Grants results in RDAR holding unexpended and uncommitted Grant Proceeds ("surplus"), at the end of any government fiscal year, in an amount in excess of 50% of the Grant payments received by RDAR in that government fiscal year, RDAR agrees to meet with the Minister, within a reasonable time, to discuss the surplus, provide the Minister with an explanation for the surplus and provide a plan for the expenditure of the surplus. If the Minister is not satisfied with the explanation or plan, the Minister may reduce future Grant payments by an amount as determined by the Minister up to the full amount of any surplus.

5.6. **RDAR Funding** – RDAR is responsible to ensure that any RDAR Grants reflect the limits on Grant Proceeds available to RDAR given the nature of funding being provided to RDAR under this Agreement. This includes without limitation that the Grant Proceeds are subject to appropriation and budget, and this Agreement is subject to termination in accordance with its terms.

5.7. **Fair Market Value** – In incurring Operating Costs to be paid out of Grant Proceeds, RDAR must follow a process that is transparent, fair and promotes the best value for money received. Such Operating Expenses incurred by RDAR must be at competitive prices that are no greater than fair market value.

5.8. **Recovery of Improper Expenditures** - The Minister reserves the right to disallow and recover from RDAR the amount of any expenditure of the Grant Proceeds that is contrary to the terms and conditions of this Agreement.

6. **ASSIGNMENT OF PROVINCIAL GRANTS**

6.1. **Consideration** – In consideration of the Minister agreeing to provide the Grant in accordance with section 3 , RDAR agrees to assume the Assigned Provincial Grants and continue to provide funding for the Assigned Provincial Grants as part of the RDAR Grants.

6.2. **Assignment** – The Minister hereby transfers and assigns to RDAR and RDAR hereby accepts, as of the Effective Date, all administrative obligations, duties, liabilities and commitments of the Minister under the Assigned Provincial Grants.

6.3. **Minister's Covenants** – The Minister, as grantor under the Assigned Provincial Grants, covenants that:

- a) the Minister has the legal right to assign the Assigned Provincial Grants to RDAR without the prior written consent of the other party or parties to the Assigned Provincial Grants;
- b) the Assigned Provincial Grants are free from all encumbrances;
- c) the Minister has performed all duties and obligations and made all payments required under the terms of the Assigned Provincial Grants up to the Effective Date;
- d) the Minister will provide RDAR with reports, satisfactory to RDAR, of the status of the Assigned Provincial Grants as of the Effective Date; and
- e) the grantees named in the Assigned Provincial Grants will be notified of the assignment at such time and in such form and manner as is mutually agreed to by the Minister and RDAR.

6.4. **Future Obligations** – The Minister acknowledges that:

- a) the research grant agreements assigned to RDAR under this Agreement are limited to:
 - (i) the Assigned Provincial Grants as listed in Schedule "D"; and
 - (ii) any future research grant agreements, under this Agreement or the CAP Program Administrator Agreement, representing a combined total value of no more than \$1,650,000 (\$1.65M) over the next three (3) years.
- b) other than the research grant agreements referred to in clause (a)(ii), any other future research grant agreements that are to be subject to this Agreement will be by agreement between the Minister and RDAR.
- c) Schedule "D" will be amended to add any future grant agreements assigned to RDAR pursuant to clause (a)(ii) and clause (b).

- 6.5. **Grant Records** – The Minister will, as soon as reasonably possible after the execution of this Agreement, transfer to RDAR all records in the custody or control of the Minister reasonably necessary for RDAR to administer the Assigned Provincial Grants. The Parties agree that RDAR takes custody and control of a record when RDAR confirms in writing that the Minister has either transferred physical possession of the record or the record has been electronically transferred and received by RDAR.
- 6.6. **Return of Records** – In the event the Minister determines that records of a confidential nature or records subject to any type of legal privilege are inadvertently transferred or in the event RDAR discovers what reasonably appears to be such records:
- a) the party discovering inadvertently provided records will provide timely notice to the other party;
 - b) on discovery or receipt of notice, RDAR shall not make any further use of, or disclose, the record or information unintentionally provided; and
 - c) RDAR shall comply with all reasonable direction provided by the Minister in arranging for the return or disposal of the records.
- 6.7. **RDAR Covenants** – RDAR covenants that:
- a) RDAR shall at all times after the Effective Date be bound by and perform all the terms, conditions and obligations to be observed and performed by the Minister, as grantor, under the Assigned Provincial Grants to the same extent as if RDAR were a party to the Assigned Grant Grants instead of the Minister.
 - b) RDAR shall not substantially amend the Assigned Provincial Grants without the prior written approval of the Minister. The Minister has absolute discretion to refuse to approve any amendments that alters the amount of the grant payable under the Assigned Provincial Grants.
 - c) should RDAR during its administration of the Assigned Provincial Grants, recover any grant funds that were paid under the Assigned Provincial Grants prior to assignment, RDAR will treat and use such recovered funds as Grant Proceeds in accordance with the terms of this Agreement.
7. **REPORTING**
- 7.1. **Progress Reports** – RDAR shall provide the Minister with progress reports in accordance with Schedule “B”.
- 7.2. **Evaluation Framework and Reporting Structure** – During the first year of the Term, the Parties agree to work together to jointly create an evaluation framework and reporting structure to replace the Progress Reports and Final Report referred to in clause 7.1. Once established and agreed to by the Parties in writing, this new evaluation framework and reporting structure will replace the Progress Reports currently set out in Schedule “B”, and determine the form of Final Report, and Schedule “B” will be amended accordingly. The Parties agree to meet and establish the new evaluation framework and reporting structure by January 31, 2022 or such subsequent date agreed to by the Parties in writing.

7.3. **Ad Hoc Reports** – RDAR shall provide the Minister with ad hoc reports relating to this Agreement as may be requested by the Minister, acting reasonably, from time to time during the Term.

7.4. **Use of Reports** – Subject to any Applicable Laws, the Minister shall have the right and ability to use, publish, or distribute the reporting provided under this Agreement as the Minister determines appropriate.

8. **INSURANCE**

8.1. **Insurance** - For the duration of the Term and any renewal of this Agreement, RDAR must without limiting its liabilities herein, obtain and maintain the following insurance, in accordance with the *Alberta Insurance Act*:

- a) general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence (having a total aggregate limit of liability per policy period of \$2,000,000), insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- b) insurance covering against the dishonesty of employees in the form of a Comprehensive Crime insurance policy or fidelity bond covering all directors, officers and employees in an amount not less than \$25,000.00 for any one loss. Such coverage shall extend to include monies and property entrusted to the RDAR and any monies or property for which the RDAR may be legally liable.
- c) all required insurance must be in forms and amounts acceptable to the Minister.
- d) all required insurance must be primary and not require the prorata sharing or the pro rata sharing of any loss by any insurer of the Minister.
- e) all required insurance must be endorsed to provide 30 days advance written notice of cancellation, including for non-payment of premium, to the Minister.

8.2. **Proof of Insurance** – Prior to advance of the first grant payment and at any other time requested by the Minister, RDAR must provide the Minister with evidence of insurance acceptable to the Minister in the form of a detailed certificate of insurance. At any time requested by the Minister, RDAR must provide certified copies of all required insurance to the Minister. Delivery to and examination by the Minister of any policy of insurance evidencing such insurance shall not relieve RDAR of any of its obligations pursuant to the provisions of this Agreement and shall not operate as a waiver by the Minister of any rights.

9. **RELEASE OF INFORMATION**

9.1. **Access Laws** - RDAR acknowledges that this Agreement and all reports and other records submitted to the Minister will be subject to the access and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*, as applicable.

9.2. **Disclosure** – RDAR acknowledges and agrees that the Minister may disclose this Agreement and its contents by any means chosen by the Minister including without limitation, tabling it before the Legislature. RDAR further acknowledges that the Minister will publicly disclose the following information relating to this Agreement in accordance with section 11(d) of the *Fiscal Planning and Transparency Act*: the grant recipient name; the amount of the grant; the program the grant is paid under; and the payment date.

10. JOINT GRANT COMMUNICATIONS

- 10.1. **Cooperation** – If, in the opinion of the RDAR Board, there are RDAR Grants that warrant special announcements to the industry or the public, RDAR agrees to involve the Minister in the development and delivery of the communications relating to such RDAR Grants, including proposed public announcements, press releases, or official ceremonies (“Joint Grant Communications”).
- 10.2. **Minister Engagement** – The Parties agree to structure and conduct their Joint Grant Communications to reasonably ensure that:
- a) the Minister will receive of a minimum of ten (10) days’ notice from RDAR of proposed Joint Grant Communications;
 - b) the Minister or designated representative has a reasonable opportunity to participate in the planning and delivery of the Joint Grant Communications, including but not limited to personal appearances or providing statements;
 - c) public appearances or ceremonies shall take place at a mutually agreed time and date.
 - d) Joint Grant Communications will be made after consultation with the Minister and with the approval of the Minister as to the content. This approval may not be unreasonably withheld.
- 10.3. **Joint Grant Communication Policy** – For the purposes of the Joint Grant Communications referred to in clauses 10.1 and 10.2, RDAR and the Minister will, by January 31, 2022 or such subsequent date agreed to by the parties in writing, develop a joint grant communication policy to address in greater detail, as required, a mutually agreeable approach to the Joint Grant Communications. Upon approval of the Joint Grant Communication Policy by the Minister and the Board, the Joint Grant Communication Policy shall become Schedule “E” to this Agreement.
- 10.4. **Joint Grant Communication Contacts** - RDAR and the Minister will each designate one communication officer to be responsible for obtaining and communicating consent or approval on its behalf on matters requiring consent or approval under clause 10.1 and under the Joint Grant Communication Policy referred to in clause 10.2. Notice designating the communication officers and any change in the designated communication officers shall be provided to the other party pursuant to section 15.

11. AUDIT AND VERIFICATION OF PERFORMANCE

- 11.1. **Accountability** – RDAR acknowledges that the Minister is subject to public scrutiny and that the activities of RDAR under this Agreement must be managed in a manner that is open and transparent to the public for audit and evaluation. RDAR is accountable under its own existing accountability mechanisms for the proper use of the Grant Proceeds.
- 11.2. **Audits** – During the term and within two years of termination or expiry of this Agreement, the Minister may audit RDAR grant files and operational information and records, including financial records, from time to time on a random basis or as deemed necessary. The purpose of the audit is to verify the accuracy of information submitted by: (i) RDAR, to ensure the Grant Proceeds have been administered in accordance with this Agreement; and (ii) the grantee, and to ensure consistent compliance by grantees with the RDAR Grant Terms and Conditions. Audits may require the exchange of relevant information between RDAR and the Minister or the examination

and verification of relevant information by other appropriate means. It is not intended that such audits will include access to RDAR's confidential staffing files, solicitor-client privileged documents or materials not relevant to determination of whether the Grant Proceeds have been administered in accordance with this Agreement. Such compliance audits shall be carried out by the Minister, at the Minister's expense, and during regular business hours on reasonable notice to RDAR. RDAR shall permit the Minister to take copies and extracts of relevant documents.

12. **DEFAULT AND TERMINATION**

12.1. **Events of Default** – The following shall constitute "Events of Default":

- a) a fundamental breach of this Agreement by RDAR;
- b) RDAR becoming insolvent or ceasing to carry out operations (as determined in the Minister's discretion); or
- c) a resolution or application for winding up, dissolution, liquidation or amalgamation of RDAR.

12.2. **Minister's Election on an Event of Default** – In an Event of Default, the Minister shall give written notice to RDAR of the Event of Default specifying the period of time within which RDAR must cure the Event of Default. RDAR shall diligently work to remedy the default after receiving the notice. If RDAR does not cure the Event of Default to the Minister's satisfaction, the Minister may do one or more of the following, without prejudice to the Minister's right to seek other remedies at law or equity:

- a) suspend payment under this Agreement pending the Event of Default being remedied; or
- b) terminate this Agreement.

12.3. **Breach not amounting to an Event of Default** – In the event of a breach of this Agreement that does not amount to an Event of Default, the Minister may not terminate this Agreement unless:

- a) the Minister has served written notice to RDAR of the breach and RDAR has failed to remedy the breach within a period of thirty (30) days from the date that the written notice was served; and
- b) at the expiration of the thirty (30) days, the Minister may terminate this Agreement and rely on any remedy available if the Minister deems that RDAR has not remedied the event of default to the Minister's satisfaction.

12.4. **Termination on Notice** – Either party may terminate this Agreement for any reason by giving the other party at least nine (9) months written notice.

12.5. **Right of Set-Off** – RDAR agrees that the Minister may set-off against any other grant, or amount payable to RDAR under any programs, administered within Alberta Agriculture and Forestry any amounts that becomes repayable by RDAR to the Minister under the provisions of this Agreement.

13. **ACTION ON TERMINATION OR EXPIRY OF THIS AGREEMENT**

13.1. **Action on Termination** – On termination of this Agreement pursuant to section 12 the Minister may, in the Minister's sole discretion, require RDAR to do the following:

- a) from the date notice is provided make no further commitments for expenditures and make no further disbursements from the Grant Proceeds other than the following without the Minister's prior written consent:
 - (i) normal and outstanding Operating Costs incurred by RDAR up to the date of termination of this Agreement;
 - (ii) eligible expenses incurred by grant recipients named in the Assigned Provincial Grants during the 90-day termination notice agreed to by the Minister in the Assigned Provincial Grants;
 - (iii) reasonable costs related to the liquidation and dissolution of RDAR pursuant to the *Canada Not-for-profit Corporations Act* should termination of this Agreement be due to, or result in RDAR liquidating and dissolving the corporation;
- b) immediately provide the grant recipients named in the Assigned Provincial Grants with the 90-day notice of termination agreed to by the Minister;
- c) immediately transfer to the Minister some or all of the remaining Grant Proceeds not reasonably required for the purposes set out in clauses (a) (i), (ii) and (iii).
- d) account to the Minister for the Grant Funds expended for the purposes of this Agreement, including without limitation for the purposes set out in clauses (a)(i), (ii) and (iii); and
- e) transfer to the Minister any remaining Grant Proceeds.

14. INDEMNITY

14.1. **Hold Harmless (RDAR)** - RDAR agrees to indemnify and hold harmless the Minister, its employees and agents against and from any and all third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:

- a) RDAR's breach of this Agreement, or
- b) the negligence, other tortious act or willful misconduct of RDAR, or those for whom the RDAR is legally responsible, in relation to the performance of its obligations under this Agreement.

14.2. **Hold Harmless (Minister)** - The Minister agrees to indemnify and hold harmless RDAR, its employees and agents against and from any and all third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:

- a) the Minister's breach of this Agreement, or
- b) the negligence, other tortious act or willful misconduct of the Minister, or those for whom the Minister is legally responsible, in relation to the performance of its obligations under this Agreement.

14.3. This hold harmless provision shall survive the expiration or earlier termination of this Agreement.

15. NOTICES

15.1. **Notices** – All notices or documents required or permitted to be given or submitted by one party to the other under this Agreement shall be deemed given or submitted to the other party if in writing and either personally delivered, sent by registered mail or sent by e-mail to the office of the addressee as noted below:

- a) For the Minister: Brent McEwan, Executive Director
Industry Governance and Research Coordination
Agriculture and Forestry

Main Flr, JG O'Donoghue Building
7000 – 113 Street
Edmonton, AB T6H 5G6

Phone: (780) 644-1507
E-mail: brent.mcewan@gov.ab.ca

- b) For RDAR: Gerald Hauer, Chief Executive Officer

250 Karl Clark Rd NW,
Edmonton, AB T6N 1E4

Phone: (780) 970-2855
E-mail: gerald.hauer@rdar.ca

15.2. **Method of Notice** – A written notice terminating this Agreement shall be personally delivered or sent by registered mail. All other notices or copies of documents may be given by any one or a combination of the following:

- a) personal delivery which will be effective on proof of delivery;
- b) registered mail which will be effective on proof of receipt;
- c) ordinary mail which will be effective seven (7) calendar days after the date on which the notice was mailed; or
- d) subject to clause 15.3, electronic mail which will be effective on receipt by the recipient.

15.3. **E-Mail** – Notices or documents may be served by electronic mail if the notice or document is sent to the designate specified in clause 15.1 at the specified address, and

- a) the electronic agent receiving the document or notice at that address receives the notice or document in a form that is usable for subsequent reference, and
- b) the sending electronic agent obtains or receives a confirmation that the transmission to the address of the person to be served was successfully completed.

15.4. **Change of contact** - Each party may change its representative and contact information for purposes of clause 15.1 by notice to the other party in the manner noted in clause 15.2.

16. GENERAL PROVISIONS

16.1. **Amendment** – This Agreement may be amended in writing signed by each of the Parties.

- 16.2. **Further Agreements** – The Minister and RDAR agree, upon reasonable request of the other, to do or to cause to be done all such further acts, deeds and assurances and to enter into such further agreements or understandings as may be necessary to carry out the intent and purpose of this Agreement.
- 16.3. **Waiver** – Any waiver by any party of the performance by another of an obligation under this Agreement must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed otherwise.
- 16.4. **Dispute Resolution** – In the event of any dispute or material disagreement regarding the interpretation or application of any provision of this Agreement, either party may give the other party written notice setting out the nature of the dispute. If the dispute cannot be resolved through discussion among senior officials within 60 days after notice, the dispute may be referred to non-binding mediation. The Parties will share the costs of the mediator equally and bear their own costs with respect to the mediation. If the Parties cannot agree on a mediator they will ask the Executive Director of the Alberta Arbitration and Mediation Society to select a mediator.
- 16.5. **No Agency** – RDAR is an independent entity and any persons engaged by RDAR in carrying out this Agreement are employees, agents or contractors of RDAR and not of the Minister.
- 16.6. **Assignment** – Neither Party may assign this Agreement.
- 16.7. **Survival** - Notwithstanding any other provision of this Agreement, those clauses which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination.
- 16.8. **Applicable Laws** – This Agreement shall be governed and interpreted in accordance with the laws in force in Alberta, and the Parties irrevocably attorn to the exclusive jurisdiction of the courts in Alberta.
- 16.9. **Signatures and counterparts** – This Agreement may be signed in counterparts and each counterpart will constitute an original document; these counterparts taken together will constitute one and the same agreement.

(Balance of this page has been intentionally left blank)

IN WITNESS WHEREOF RDAR has caused this Agreement to be executed by its duly authorized officers this 26 day of March, 2021.

RESULTS DRIVEN AGRICULTURE RESEARCH

Per: 
David Chalack, Chair

Per: _____
Melissa Downing, Vice Chair

IN WITNESS WHEREOF the Minister has caused this Agreement to be executed by its duly authorized officers this 30 day of March, 2021.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Agriculture
and Forestry

Per: 

Title: _____

IN WITNESS WHEREOF RDAR has caused this Agreement to be executed by its duly authorized officers this 26 day of MARCH, 2021.

RESULTS DRIVEN AGRICULTURE RESEARCH

Per: _____
David Chalack, Chair

Per:  _____
Melissa Downing, Vice-Chair

IN WITNESS WHEREOF the Minister has caused this Agreement to be executed by its duly authorized officers this ___ day of _____, 2021.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Agriculture
and Forestry

Per: _____

Title: _____

SCHEDULE "A"

to the Results Driven Agriculture Research Funding Agreement

GRANT PROPOSAL

The Grant provided for this Agreement is to be used solely for the purposes of Assigned Provincial Grants and RDAR Grants for farmer-led research and defined operating expenses.

RDAR Grants are subject to RDAR's Business Plan (including a financial plan), RDAR Grant Terms and Conditions, RDAR's grant agreements with grant recipients and policies related to intellectual property and investment.

As part of the RDAR Grant Proposal letter to the Minister dated October 16, 2020 which is attached as Appendix 1 to this Schedule "A", the following background material has been provided to the Minister in support of this Grant Agreement and is incorporated by reference into this Schedule "A":

- a) RDAR Business Plan (including a financial plan);
- b) RDAR Grant Terms and Conditions;
- c) Intellectual Property and Commercialization Policy;
- d) Investment Policy;
- e) Code of Conduct and Conflict of Interest Policy; and
- f) Proof of Insurance as required by section 8.



APPENDIX "1" to Schedule "A"

October 16, 2020

Honourable Devin Dreeshen
Minister of Agriculture and Forestry
229 Legislature Building
10800 – 97 Avenue NW
Edmonton, AB T5K 2B6

Dear Minister Dreeshen:

Re: Grant Funding for Results Driven Agriculture Research

Results Driven Agriculture Research (RDAR) was created as a not-for-profit corporation, to enable farmer-led research. RDAR has engaged extensively in the development of its governance framework, research priorities and establishing its operational capabilities.

Our mandate is to support results driven agriculture research priorities and programs that will increase competitiveness and profitability of Alberta's agriculture industry. Our vision is for Alberta's and food sectors to achieve their full potential through producer-led, strategic investments in research and innovation.

As a forward-thinking leader in agriculture research funding, there is huge potential to support the growth and profitability of Alberta's agriculture industry by investing in producer-led research priorities. Producers, in collaboration with Alberta's research community are in the best position to prioritize research investments and to maximize the potential benefits.

To enable RDAR to fulfill its mandate and achieve its vision, RDAR is requesting a 10-year grant in the amount of **\$25,425,000** (25.425 million dollars) per year to support producer-led agriculture research investments. RDAR's investments will be targeted towards the research priorities of Alberta producers, targeting regional and provincial opportunities and challenges.

We are proposing a 10-year term to allow for the establishment of RDAR's operations and for long-term funding of research grants that will result in the economic growth and development of jobs in Alberta's agriculture and food industry.

RDAR's research priorities include:

- Enhanced Productivity, Profitability and Competitiveness;
- Sustainable and Responsible Agriculture Production;
- Market Demands: Food Safety, Quality, Value-Added Products and Diversification; and
- Extension and Knowledge Transfer.

The requested funds will be utilized within the following eligible expenses supporting activities advancing research, knowledge development, communication and extension:

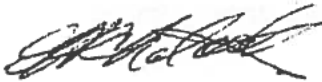
- Grants that fund research aligned to RDAR's research priorities.
- Activities related to engagement and evaluation of research needs, opportunities and feasibility of options.
- Communication, knowledge translation and transfer.
- Administration expenses associated with delivering RDAR's research grants.

Enclosed please find the following documents in support of this request for grant funding:

- a) RDAR Business Plan (including a financial plan);
- b) RDAR Grant Terms and Conditions;
- c) Intellectual Property and Commercialization Policy
- d) Investment Policy
- e) Code of Conduct and Conflict of Interest Policy
- f) Proof of Insurance

Together, through this funding request we have the opportunity to ensure that Alberta's agriculture research investments are producer-led and results driven.

Sincerely,



Dr. David Chalack, Chair
Results Driven Agriculture Research

SCHEDULE "B"

to the Results Driven Agriculture Research Funding Agreement

PAYMENT SCHEDULE AND REPORTING REQUIREMENTS

Payment

1. Subject to the Agreement, the Grant shall be payable to RDAR in the following installments:
 - a. **\$6,122,000** (6.122 million dollars) as soon as reasonably possible upon signing of the Agreement;
 - b. Commencing with the Government of Alberta fiscal year beginning April 1, 2021, a maximum of **\$25,425,000** (25.425 million dollars) per Government of Alberta fiscal year for the remainder of the Term, and paid in two installments as follows:
 - i. **First Annual Installment** – up to 50% of the fiscal year maximum will be paid as soon as reasonably practicable after receipt to the Minister's satisfaction of Progress Report #1, that is due May 1; and
 - ii. **Second Annual Installment** – up to the remainder of the fiscal year maximum **\$25,425,000** (25.425 million dollars) not paid in the First annual Installment will be paid as soon as reasonably practicable after receipt to the Minister's satisfaction of Progress Report #2 that is due November 1.
2. The annual Grant installment payments referred to in clause 1(b) are subject to the terms of the Agreement and the following conditions:
 - a. RDAR's compliance with this Agreement;
 - b. receipt by the Minister, to the Minister's satisfaction, of the Progress Reports in accordance with sections 4, 5 and 6 of this Schedule "B".
3. Cheques shall be made payable to: **Results Driven Agriculture Research**

Reporting

4. RDAR will provide to the Minister's satisfaction semi-annual progress reports due as follows:
 - a. **Progress Report #1** – due May 1 for each year of the Term and reporting for the preceding October 1 to March 31 period;
 - b. **Progress Report #2** – due November 1 for each Year of the Term and reporting for the preceding April 1 to September 30 period; and
 - c. **Final Report** – due on or before 90 days after termination or expiry of the Agreement.
5. Every **Progress Report 1** and **Progress Report 2** shall include reporting on the following:
 - a. progress related to meeting the objectives and any measures outlined in RDAR's Business Plan;

- b. any concerns or issues arising which may affect the stated deliverables or timelines, and an explanation of any deviations from the Agreement;
 - c. a list of research activities (who, what and amount) funded by RDAR in relation to this Agreement;
 - d. amount of RDAR grant leveraging with other research partners;
 - e. research outcomes through scientific achievements and technology adoption;
 - f. contributions to job, diversification and economic growth;
 - g. farmer-led engagement activities; and
 - h. any other achievements and/or highlights.
6. The form and content of **Progress Report #1** and **Progress Report #2** will be reviewed and updated, and the form of Final Report determined, by the Parties in accordance with clause 7.2 of the Agreement.

SCHEDULE "C"

to the Results Driven Agriculture Research Funding Agreement

ELIGIBLE AND INELIGIBLE OPERATING EXPENSES

Note: The words "including but not limited to" mean that the items listed are examples or representative of the type of expenses described. Failing to list every possible expense does mean that expenses normally falling within the category were intentionally omitted or excluded. The following tables are intended to be comprehensive but are not exhaustive. In the event an item cannot be identified as an eligible or ineligible Operating Cost, the matter will be resolved by the representatives of the parties named in clause 16.1. Any dispute will be resolved in accordance with clause 17.3.

OPERATING EXPENSES		
TYPE OF EXPENSE	DESCRIPTION	ELIGIBILITY
Alcohol	Purchases of any type of alcoholic drinks for any occasion.	Ineligible
Audit	Costs related to retaining a public accountant to audit RDAR's books and records; prepare Audited Financial Statements, prepare and file tax returns and other tax filings, and prepare any audited information required by RDAR or the Minister under this Agreement.	Eligible
Communications and promotion	Communication and promotion expenses including but not limited to printed materials, mailing, website design and maintenance, social media design and maintenance incurred in accordance with the Joint Grant Communication Policy and with RDAR's communication policy.	Eligible
Consultants	Expenses associated with retaining consultants to provide advice and direction with respect to the operation of RDAR and this Agreement.	Eligible
Corporate filings and searches	Fees associated with filings with Corporations Canada as required by the <i>Canada Not-for-profit Corporations Act</i> ; Fees charged for corporate searches of members to determine status as Class A members.	Eligible
Corporate meetings	Meeting costs for meetings of Directors, Members, committees, Advisory Committee, stakeholders and employees. Costs for physical meetings will include but not be limited to room rental, food and non-alcoholic drinks and refreshments, including reasonable gratuity for food and non-alcoholic drinks. Costs for virtual meetings will include but not be limited to electronic hosting services and electronic ballot services for electronic voting for Directors and on Director and Member resolutions.	Eligible
Director Acknowledgment	Reasonable expenditures on an acknowledgment recognizing contribution of Directors on retirement at the end of their term of office.	Eligible
Director expenses and remuneration	Honoraria, remuneration and expenses of RDAR's Board of Directors, including but not limited to travel, accommodation, meals and other ancillary expenses as permitted by RDAR's Expense Policy. Expenses	Eligible

OPERATING EXPENSES		
TYPE OF EXPENSE	DESCRIPTION	ELIGIBILITY
	paid out of Grant Proceeds are expected to be at levels in-line with similar expenses that would be payable under Government of Alberta (GOA) policies or policies of GOA related agencies (such as Agriculture Financial Services Corporation), with the exception of mileage in excess of 300 km which may be at the same rate used for mileage under 300 km.	
Donations	Making of donations to anyone, including individuals, non-profit corporations, and municipal governments.	Ineligible
Employee Compensation	Employee compensation including but not limited to salaries, wages, overtime, vacation pay, paid leave, medical and dental group insurance, funding for health spending accounts, short-term disability and long-term disability group insurance, WCB premiums, RRSP contributions and compensation in lieu of notice on termination.	Eligible
Employee out of office business expenses	Employee business expenses including but not limited to travel, accommodation, meals and other ancillary expenses, including reasonable gratuity for meal and non-alcoholic drinks, to attend meetings, training and events as permitted by RDAR's Expense Policy.	Eligible
Finance and bank charges	Payment of costs associated with bank accounts, loans and credit cards including but not limited to bank fees, interest, credit card fees or late payment interest, and foreign exchange rates.	Eligible
GST/HST	All GST/HST payable by RDAR that is not eligible for a Public Services Bodies rebate claim for GST/HST amounts incurred on eligible expenses.	Eligible
Insurance	All premiums, deductibles and other expenses to procure and maintain the insurance required by clause 8 of this Agreement, by the CAP Program Administrator Agreement or by the Board to be necessary for prudent risk management.	Eligible
Occupational Health and Safety	Costs for development of occupational health and safety manual, employee health and safety training, including first aid along with health and safety equipment and supplies.	Eligible
Office refreshments	Coffee, tea, filtered water and related items for employee consumption during working hours.	Eligible
Office supplies and equipment	All standard, reasonable and necessary office supplies and equipment that would be classified as an operating expense and not a capital expense, including office kitchen supplies and equipment.	Eligible
Other administrative and operational expenses	Costs related to operations and other administrative activities including but not limited to payroll processing, HRIS (Human Resources) services, IT support services, parking expenses, office cleaning, garbage disposal, shredding, off-site physical storage, consulting and other contracting services to support administrative (including finance, grant management) and operational activities,	Eligible

OPERATING EXPENSES		
TYPE OF EXPENSE	DESCRIPTION	ELIGIBILITY
	including but not limited to secretariat support services such as IT, website, management and administration for the Agriculture Funding Consortium.	
Phone equipment	RDAR facility telephone equipment for land lines and monthly charges. Provision of cellular, other smart phones, iPhone, iPad, Apple Pencils and similar equipment for RDAR employees. Provision of cellular, other smart phones, iPhone, iPad, and similar equipment for contracted service providers.	Eligible
Printing/ copying/ postage/ courier	Costs related to printing of materials, printer's ink, postage, and courier fees.	Eligible
Professional Services	Costs for professional services including but not limited to legal, accounting and audit.	Eligible
Recruitment	Costs directly associated with recruiting and vetting potential employees, including police checks, relocation costs etc.; (not for signing bonuses and other incentives).	Eligible
Rent and lease costs	Rent and lease costs at market rates of RDAR facilities.	Eligible
Employee Recognition	Hosting of reasonable and limited employee awards and recognition events, including the purchase of reasonable acknowledgements and plaques for RDAR employee recognition.	Eligible
Stationary supplies	All standard, reasonable and necessary stationary supplies including but not limited to pens, pencils, markers, paper, envelopes, file folders, binders, dividers, labels, etc.	Eligible
Training and professional development	Training and professional development costs for RDAR employees including but not limited to professional fees to maintain accreditation. Limited to a cumulative value representing \$2,500 per employee per year.	Eligible
Utilities	Utility costs including but not limited to heat, air conditioning, water, gas, electricity, sewer, internet and telephone.	Eligible
Exterior furnishing	Acquisition or the development of exterior furnishings such as decks, benches, lawn chairs, etc.	Ineligible
Information Management technology	Purchase and implementation of systems for developing and maintaining electronic records and systems. IT equipment and supplies including but not limited to desktop hardware, software and services for RDAR administration purposes including personal computers and all peripherals, printers, scanners, LAN, PDA, etc.	*Eligible
Leasehold improvements	Standard and reasonable leasehold improvements including but not limited to shelving, kitchen/break including sink.	Eligible

OPERATING EXPENSES		
TYPE OF EXPENSE	DESCRIPTION	ELIGIBILITY
Major physical infrastructure	New facility construction. Mortgage funding of major physical infrastructure.	Ineligible
Office equipment and furnishings	All standard office furniture and equipment for RDAR employees and visitors, including but not limited to desks, chairs, shelving, filing cabinets, refrigerator, microwave etc.	Eligible
Non-essential capital assets	Purchase of non-essential capital assets such as gardens, works of art (excluding basic wall furnishing), and decorations.	Ineligible
	END	

*Computer hardware and software that would be necessary to operate RDAR effectively, including but not limited to:

- (a) Servers;
- (b) Off-site and cloud storage
- (c) Desktop computers;
- (d) Laptop computers;
- (e) Printers;
- (f) Scanners/Photocopiers;
- (g) Faxing device;
- (h) Network components;
- (i) UPS;
- (j) Internet connectivity for business operations;
- (k) Office productivity software such as Microsoft Office;
- (l) Security and anti-virus software; and
- (m) Software such as grant management and accounting software.

SCHEDULE "D"

to the Results Driven Agriculture Research Funding Agreement

ASSIGNED PROVINCIAL GRANTS

The grant agreements listed below, being those grant agreements between Her Majesty the Queen, as represented by the Minister of Agriculture and Forestry as grantor and the grantee as identified in this Schedule, are Assigned Provincial Grants for the purposes of the Agreement.

PART 1 – Assigned Provincial Grants

- Lethbridge College** - The Board of Governors of Lethbridge College; dated October 7, 2020; Amount up to \$1,402,200 (\$1.4022M); Project: Transition Project regarding Alberta Irrigation Technology Centre and Brooks Research Station:

Source	\$ Amount	%	\$ Paid by AF
AF Funding	233,700	16.7	233,700
CAP Funding	1,168,500	83.3	1,168,500
Total	1,402,200	100	1,402,200
Balance Remaining (RDAR)	0		

- Lethbridge College** – The Board of Governors of Lethbridge College; dated November 1, 2020; Amount up to \$304,800; Project: transition funding for Alberta Irrigation Technology Centre (AITC).

Source	\$ Amount	%	\$ Paid by AF
AF Funding	50,800	16.7	50,800
CAP Funding	254,000	83.3	254,000
Total	304,800	100	304,800
Balance Remaining (RDAR)	0		

- Lethbridge College** – The Board of Governors of Lethbridge College; dated November 1, 2020; Amount up to \$237,000; Project: transition funding for Brooks Greenhouse.

Source	\$ Amount	%	\$ Paid by AF
AF Funding	39,500	16.7	39,500
CAP Funding	197,500	83.3	197,500
Total	237,000	100	237,000
Balance Remaining (RDAR)	0		

- Olds College** – The Board of Governors of Olds College; dated effective December 1, 2020; amount up to \$10,500,000 (\$10.5M); Project: transition regarding barley/triticale research.

Source	\$ Amount	%	\$ Paid by AF
AF Funding	3,500,000	33.3	
CAP Funding	7,000,000	66.7	3,500,000
Total	10,500,000	100	3,500,000
Balance Remaining (RDAR)	7,000,000		

- Lakeland College** – The Board of Governors of Lakeland College; dated effective December 17, 2020; amount up to \$1,985,000 (\$1.985M); Project: transition regarding pulse and special crop agronomy research and beef research.

Source	\$ Amount	%	\$ Paid by AF
AF Funding	488,000	24.6	488,000
CAP Funding	1,497,000	75.4	1,497,000
Total	1,985,000	100	1,985,000
Balance Remaining (RDAR)	0		

PART 2 - Table of Assigned Provincial Grants to be Administered under this Agreement:

	Project No	Project Title	Grantee
1	2014H039R	Checkley - Assessing Water Quality, Microbial Risks and Waterborne Pathogens in Rural Alberta using a One Health Framework	The Governors of the University of Calgary
2	2014R069R	Carlyle - Sensitivity of forage production in Alberta's grassland to changes in rainfall: risk assessment and management options	The Governors of the University of Alberta
3	2014S007S	Bailey - Livestock Genomics/Epigenomics Call	Genome Alberta
4	2015E016R	Zuidhof - Precision Feeding Layers for Improved Uniformity, Production, and Sustainability	The Governors of the University of Alberta
5	2016A006R	Czub - Experimental Transmission of H- and L-type BSE to Susceptible Sheep	The Governors of the University of Calgary
6	2016F013R	Wasmuth - Establishing genome resources for cattle parasites to improve the search for new anthelmintic drugs and diagnostic tests	The Governors of the University of Calgary
7	2016F060R	McMullen - Process innovation to ensure lethality of Listeria monocytogenes by high pressure processing of ready-to-eat meat	The Governors of the University of Alberta
8	2016R032R	Alexander - Optimizing the efficacy of antimicrobials in beef cattle production by attenuating resistance and characterizing the bovine microbiome	Receiver General for Canada, Agriculture & Agri-Food Canada
9	2016S007S	Janzen - Disease Consultation and Investigative Capacity Development	The Governors of the University of Calgary
10	2017A003R	SRM16001 - Development of a cheap and renewable binder for torrefied wood pellets	The Governors of the University of Alberta
11	2017A004R	SRM16002 - Bressler - Utilization of specified risk materials hydrolysates and their derivatives	The Governors of the University of Alberta
12	2017A005R	SRM16003 - McAllister - Characterizing the inactivation of BSE in field-scale compost piles as an alternative method for disposal of specified risk materials	Receiver General for Canada, Agriculture & Agri-Food Canada
13	2017F030R	Moore - Improved accuracy in diagnosing pregnancy and predicting litter size at early ewe gestation; Metabolomics analyses for Pen side kit development	Alberta Lamb Producers
14	2017F050R	McAllister - Development of a rapid screening method to assess grain processing responses of barley as a trait for the selection of feed varieties for cattle	Receiver General for Canada, Agriculture & Agri-Food Canada
15	2017F072R	Gilleard - Novel metagenomic and molecular approaches for the detection of Eimeria parasites and their use to assess coccidiosis control in beef and dairy cattle	The Governors of the University of Calgary
16	2017F092R	Windeyer - Assessment of vaccination strategies and antibody titres in neonatal beef calves and the association with pre-weaning health and survival	The Governors of the University of Calgary

	Project No	Project Title	Grantee
17	2017R016R	Carlyle - Does Adaptive Multi-Paddock Grazing Increase Stable Soil Carbon Stocks in Alberta Rangeland Soils?	The Governors of the University of Alberta
18	2017R021R	Gilleard - Investigating the role of wild cervids as vectors of transmission of anthelmintic drug resistant parasites between Alberta sheep flocks	The Governors of the University of Calgary
19	2017R027R	Bench - The Use of 3D Kinematic Analysis for Improved Gait Assessment in Commercial Broilers	The Governors of the University of Alberta
20	2017R036R	McAllister - Assessment of the potential of Biochar added to beef cattle diets to reduce greenhouse gas emissions in agriculture	Receiver General for Canada, Agriculture & Agri-Food Canada
21	2017S001S	Bryman - Genome Alberta CWD proposal -LSARP 2015	Genome Alberta
22	2018F003R	Ametaj - Developing and validating two metabolic cow side test strips to identify cows at risk of developing metritis and mastitis	The Governors of the University of Alberta
22	2018F015R	van der Meer - Bovine Leukemia Virus control: The detection and elimination of high-risk animals and its effect on BLV prevalence	The Governors of the University of Calgary
24	2018F019R	De Buck - Final steps in developing and testing a live attenuated JD vaccine	The Governors of the University of Calgary
25	2018F021R	Harding - Non-antimicrobial alternatives to control Brachyspira-associated diarrhea (swine dysentery) in pigs	University of Saskatchewan
26	2018F023R	Liljebjelke - Characterization of virulence factors and antimicrobial resistance genes in an integrative conjugative element in BRD pathogens from feedlot cattle.	The Governors of the University of Calgary
27	2018F030R	Gaenzle - Mechanism of survival of enteric pathogens in dry environments	The Governors of the University of Alberta
28	2018F036R	Plastow - Evaluation of automated monitoring systems on reproductive physiology and performance of Holstein heifers	The Governors of the University of Alberta
29	2018F040R	Syamaladevi - High-Intensity Pulsed Light Emitting Diode (LED) Treatments to Improve Low-moisture Food Safety	The Governors of the University of Alberta
30	2018F047R	Marcoul - Cooperation and Information Sharing between Competitors: Genomic Selection	The Governors of the University of Alberta
31	2018F051R	Gill - Deep banding immobile nutrients under direct seeding systems to improve crop production and tackle nutrient stratification	Smokey Applied Research & Demonstration Assoc
32	2018F060R	Rahman - Exploring Brassica oleracea for resistance to the newly emerged Plasmodiophora brassicae pathotypes: Resistance mapping and introgression into canola	The Governors of the University of Alberta
33	2018F062R	Spaner - Genetics and Improvement of Earliness in Canadian Spring Wheat	The Governors of the University of Alberta
34	2018F064R	Spaner - Breeding spring wheat for improved Nitrogen Use Efficiency and associated traits	The Governors of the University of Alberta

	Project No	Project Title	Grantee
35	2018F065R	Careem - Characterization of infectious laryngotracheitis virus circulating in backyard flocks, determining the transmission potential to commercial poultry	The Governors of the University of Calgary
36	2018F072R	Coles - Field Tested: Facilitated On-Farm Research (OFR) for effective evaluation and adaptation of novel products, crops and agronomic practices.	Farming Smarter Association
37	2018F081R	Baron - Integration of Forage Quality for Ruminant Nutrition into Western Canadian Cereal Forage Breeding Programs	Receiver General for Canada, Agriculture & Agri-Food Canada
38	2018F082R	Chen - Development of non-antibiotic broadly protective biomolecules to combat cattle infections	University of Saskatchewan
39	2018F083R	Alcantara - An inexpensive plant-derived multicomponent vaccine for poultry coccidiosis and necrotic enteritis.	The Governors of the University of Calgary
40	2018F093R	Chen - Development of Chitosan Oligosaccharides as a Nutritional Bioactive Ingredient in Poultry Feeds	The Governors of the University of Alberta
41	2018F097R	Guan - Improving pre-weaned calf health and productivity through supplementation of bovine derived probiotics	The Governors of the University of Alberta
42	2018F111R	Yu - Re-synthesizing Brassica napus with clubroot resistance from C-genome	Receiver General for Canada, Agriculture & Agri-Food Canada
43	2018F113R	Guan - The regulation of passive transfer and gut closure in neonatal calves	The Governors of the University of Alberta
44	2018F116R	Bruce - Validation of genetic markers for collagen characteristics in beef	The Governors of the University of Alberta
45	2018F118R	Proctor - Low birth weight-induced increased fat absorption and preferential muscle marbling in swine at the Swine Research and Training Centre (SRTC)	The Governors of the University of Alberta
46	2018F121R	van den Hurk - Development of a novel nanoparticle delivery platform for CpG ODN, an immune stimulatory compound, against bovine respiratory disease (BRD).	University of Saskatchewan
47	2018F127R	Czub - A nanoparticle vaccine to increase specific enteric and in-ovo immunity against Eimeria maxima in poultry	The Governors of the University of Calgary
48	2018F129R	Orsel - Digital dermatitis; do we understand this emerging disease-causing lameness in feedlots	The Governors of the University of Calgary
49	2018F133R	Choi - Development of Cost-effective Microfabricated Probiotic Feed for Salmonella Control	The Governors of the University of Alberta
50	2018F138R	Bremer - Potential of Winter and Spring Pulse/Canola Intercrops to Increase Crop Productivity in Southern Alberta	WESTERN AG INNOVATIONS INC.
51	2018F141R	Gomis - Pathogenesis and control of Enterococcal infections in chicken embryos and neonatal broiler chickens	University of Saskatchewan
52	2018F142R	Laurie - A Comparative Genomics Approach to Improve Doubled Haploid Breeding for Common and Durum Wheat	Receiver General for Canada, Agriculture & Agri-Food Canada

	Project No	Project Title	Grantee
53	2018F145R	Koester - Novel adjuvant-based in ovo vaccination regime to prevent colonization and infection of poultry by Salmonella and other bacterial pathogens	University of Saskatchewan
54	2018F146R	Omokanye - Strategies to Reduce Fertility Inputs and Improve Soil Health and C-Sequestration in Mixed Crop-Livestock Systems	Peace Country Beef & Forage Association
55	2018F149R	Seddon - The effect of environmental enrichment on the immune response and measures of disease resilience and welfare in pigs.	University of Saskatchewan
56	2018F159R	Rahman - Agronomic and seed quality improvement of the clubroot resistant canola germplasm of canola × rutabaga cross, and fine mapping of the resistance gene	The Governors of the University of Alberta
57	2018F162R	T. Inglis - Assessment of Variant Avian Reovirus and Chicken Astrovirus virulence and autogenous vaccine immunogenicity in western Canada	The Institute for Applied Poultry Technologies
58	2018F167R	Castillo - A study of foulbrood in Canadian apiaries	Grande Prairie Regional College
59	2018F170R	Laurie - Precision breeding in wheat mediated by engineered haploid inducers	Receiver General for Canada, Agriculture & Agri-Food Canada
60	2018F171R	Oba - Anogenital distance - a promising new fertility trait in dairy cattle	The Governors of the University of Alberta
61	2018F177R	Wilson - Intrauterine immunization in pigs: Establishing protective efficacy and long-term immunity against parvovirus	University of Saskatchewan
62	2018F180R	Symaladevi - Rapid detection and degradation of mycotoxins in animal and poultry feed materials	The Governors of the University of Alberta
63	2018F181R	Aboukhaddour - An efficient system to identify virulence patterns of stripe rust in Canada	Receiver General for Canada, Agriculture & Agri-Food Canada
64	2018F182R	McAllister - Development of novel feed enzymatic products to enhance ruminal digestion of low quality forage fiber	Receiver General for Canada, Agriculture & Agri-Food Canada
65	2018R011R	Serpe - Optimization of newly developed sensor platform for quantifying hormones and other molecules in milk.	The Governors of the University of Alberta
66	2018R012R	Faucitano - Effects of improved design trailers on the welfare of pigs transported under Canadian transport and climate conditions	Receiver General for Canada Agriculture and Agri-Food Canada
67	2018R022R	Faucitano - Effects of producing heavier market weight pigs on their easiness of handling and space requirements during transport to slaughter	Receiver General for Canada Agriculture and Agri-Food Canada
68	2018R028R	van der Meer - Pilot project: Use of bacteriophages to optimize bovine rumen performance	The Governors of the University of Calgary
69	2018R029R	van der Meer - Towards the rational design of veterinary vaccines, the example of Bovine Virus Diarrhea Virus	The Governors of the University of Calgary

	Project No	Project Title	Grantee
70	2018R047R	Plastow - Comparative proteome analysis to uncover the physiological underpinnings of residual feed intake and methane emission in lactating dairy cows	The Governors of the University of Alberta
71	2018R048R	Guan - Circulating microRNA as biomarkers for diagnosis and prognosis in feedlot cattle lameness	The Governors of the University of Alberta
72	2018R054R	Guan - Understanding the upper respiratory tract virome and its role during the development of bovine respiratory disease in beef calves	The Governors of the University of Alberta
73	2018R066R	Gijs van Rooijen - Genome Alberta - Advancing Alberta's Agriculture Sector Priorities Through Applied Genomics	Genome Alberta
74	2019E009R	Lardner-Performance, Environmental and Economic Benefits of BioChar Supplementation in Beef Cattle Grazing Systems	University of Saskatchewan
75	2019E013R	Otani - Insect biodiversity and pest management in perennial grass and legume seed production.	Receiver General for Canada, Agriculture & Agri-Food Canada
76	2019F003R	Goyal - Altering root development and leaf stomatal density for high water use efficiency and drought tolerance in field pea	Receiver General for Canada, Agriculture & Agri-Food Canada
77	2019F018R	Spaner - Integrated management of stripe rust in wheat for Alberta (2019-2022)	The Governors of the University of Alberta
78	2019F022R	Gilleard - Improving and putting parasite molecular diagnostics to work: monitoring the impact of two new anthelmintic drugs on western Canadian sheep flocks	The Governors of the University of Calgary
79	2019F023R	Strelkov - A rapid molecular assay to identify Plasmodiophora brassicae pathotypes from plant and soil samples	The Governors of the University of Alberta
80	2019F040R	Cobo - Improving the cure for digital dermatitis: Understanding the critical role of macrophages.	The Governors of the University of Calgary
81	2019F041R	Cobo - Therapeutic effect of bovine colostrum in calf scours	The Governors of the University of Calgary
82	2019F046R	Catton-Beneficial insects in Prairie crops: quantifying the value and vulnerability of biological pest control	Receiver General for Canada, Agriculture & Agri-Food Canada
83	2019F053R	Bench - Use of 3D kinematics, QCT, infrared, and genomics to evaluate perching in commercial and heritage strains of enriched-housed laying hens	The Governors of the University of Alberta
84	2019F059R	Bench - Automated infrared and micro-behaviour tracking as an estrus detection method in a commercial milking system	The Governors of the University of Alberta
85	2019F067R	Zuidhof-Optimizing body condition for reproduction: A multiphasic approach to	The Governors of the University of Alberta
86	2019F070R	Niu - A novel non-antibiotic strategy for controlling avian pathogenic Escherichia coli in laying hens	The Governors of the University of Calgary
76	2019F076R	Strelkov - Clubroot inoculum management for sustainable canola production	The Governors of the University of Alberta

	Project No	Project Title	Grantee
88	2019F085R	Barkema-Effective and economic Johnne's disease control using new early disease detection assays	The Governors of the University of Calgary
89	2019F088R	Careem - Vaccine- Mediated Control of Shell-less Egg Syndrome (SES) Caused by a Variant Infectious Bronchitis Virus (IBV) in Western Canada	The Governors of the University of Calgary
90	2019F094R	Gänzle - Chlorine resistant Escherichia coli in beef processing facilities: selective pressure for heat resistant pathogens?	The Governors of the University of Alberta
91	2019F101R	Inglis - Managing physiological stress to enhance broiler chick quality and production health with an emphasis on mitigation of colibacillosis	Receiver General for Canada, Agriculture & Agri-Food Canada
91	2019F105R	Willing - The role of bile salt hydrolase inhibition as a key mechanism of AGP induced growth promotion	The Governors of the University of Alberta
93	2019F108R	Yang - Comparative genetic characterization of E coli O157:H7 from pigs and cattle, feces and carcasses	Receiver General for Canada, Agriculture & Agri-Food Canada
93	2019F111R	Chen - Development of functional yeast enriched in puniic acid for the reduced use of antibiotics in poultry	The Governors of the University of Alberta
95	2019F123R	Betti - Bioactive glucosamine-derived caramels to improve locomotion problems and gut health in broiler chickens	The Governors of the University of Alberta
96	2019F128R	Guan - Revealing true food animal microbiome through next generation sequencing: overcoming the effects of sequencing artifacts	The Governors of the University of Alberta
97	2019F132R	Willing - Improving long-term disease resistance by shaping piglet microbiota	The Governors of the University of Alberta
98	2019F135R	Chen- Towards the generation of Alberta crops with enhanced resistance to biotic stresses	The Governors of the University of Alberta
99	2019F143R	Beres-Integrating N fertilizer technologies with superior genetics to optimize	Receiver General for Canada, Agriculture & Agri-Food Canada
100	2019F153R	MacKenzie - Revisiting the soil quality benchmark sites to assess the effects of agronomic practices on soil biology as it relates physicochemical parameters and a quality index	The Governors of the University of Alberta
101	2019H001R	Abbott-Muco-Screen: A platform technology to evaluate commercial and agriproduct based inhibitors for mitigation of necrotic enteritis in broiler chickens	Receiver General for Canada, Agriculture & Agri-Food Canada
102	2019H004R	Plastow - Development of strategies to overcome gestation losses in dairy cows using metabolomics	The Governors of the University of Alberta
103	2019H006R	Windeyer-Perceptions of cow-calf producers and beef veterinarians about on-farm disease control strategies	The Governors of the University of Calgary
104	2019R010R	Ozga - Development of tools to increase photoassimilate partitioning into seed for increased seed yield and yield stability in pulse crops	The Governors of the University of Alberta
105	2019R048R	McAllister - Abundance of Shiga Toxin-producing Escherichia Coli (STEC) in Cattle and Association with Clinical Infections in the Same Geographic Region	The Governors of the University of Calgary

	Project No	Project Title	Grantee
106	2019R052R	Niu - Use of bacteriophage-derived lysins in combatting multi-drug resistant (MDR) pathogens that cause bovine respiratory disease (BRD)	The Governors of the University of Calgary
107	2019R053R	Gijs van Rooijen - Advancing Alberta's Agricultural Genomics Priorities through Effective	Genome Alberta
108	2020F002R	Kav - Development of gene-specific markers to assist breeding for clubroot resistance in canola—a proteomics approach.	The Governors of the University of Alberta
109	2020F004R	Kav - Screening and identification of microorganisms to prevent clubroot infection in canola.	The Governors of the University of Alberta
110	2020F010R	Spaner - Developing new high yield wheat varieties (CPS and SP) for the milling, animal feed and ethanol industries in Alberta	The Governors of the University of Alberta
111	2020F014R	Spaner - Genetics and Improvement of Fusarium Head Blight Resistance in Canadian Spring Wheat	The Governors of the University of Alberta
112	2020F036R	Cobo - Metalloproteinases in ulcerative digital dermatitis, a novel target for reparative therapies	The Governors of the University of Calgary
113	2020F046R	Alexander - Determining the effect of stress on the respiratory microbiome of cattle during transportation	The Governors of the University of Calgary
114	2020F074R	Plastow - Developing management strategies to monitor and manage tail biting incidence in swine	The Governors of the University of Alberta
115	2020F102R	Strelkov - Alberta/Canada Canola Clubroot Cluster (C4) Pillar 4: Clubroot Pathotype Surveillance and Research	The Governors of the University of Alberta
116	2020F103R	Singh - Animal Disease Diagnosis and Welfare	The Governors of the University of Calgary
117	2020F104R	Orsel - Health Impacts of Optimized Pre-conditioning in Beef Cattle	The Governors of the University of Calgary

Schedule "E"

to the Results Driven Agriculture Research Funding Agreement

JOINT GRANT COMMUNICATIONS POLICY

to be attached when developed under section 10.3

CAP PROGRAM ADMINISTRATOR AGREEMENT made effective March 2, 2021

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the Minister of Agriculture and Forestry
(the “**Minister**”)

-and-

RESULTS DRIVEN AGRICULTURE RESEARCH
(“**RDAR**”)

BACKGROUND:

- A. The *Canadian Agricultural Partnership (CAP): A Federal-Provincial-Territorial Framework Agreement on Agriculture, Agri-Food and Agri-based Products Policy* (the “**CAP Framework Agreement**”) is the fourth Federal-Provincial-Territorial (FPT) Multilateral Framework Agreement on Agriculture, Agri-Food and Agri-based Products Policy. It replaces the Growing Forward 2 Framework Agreement that succeeded the Growing Forward Agreement and the APF Framework.
- B. The *Canada-Alberta Bilateral Agreement* (the “**Bilateral Agreement**”) is an agreement required pursuant to section 14 of the CAP Framework Agreement. The Bilateral Agreement sets out the terms and conditions of Canada's financial contributions to Alberta within the scope of the CAP Framework Agreement. It sets out the general provisions relating to a spending plan and the counting of costs. It also outlines the responsibilities of Canada and Alberta concerning the flow of Canada's contributions to CAP programs delivered by or through Alberta under several priority themes.
- C. The CAP Framework Agreement and the Bilateral Agreement contemplate that the Minister may engage a Program Administrator to deliver a CAP program.
- D. Results Driven Agriculture Research has agreed to be engaged as Program Administrator to deliver certain CAP programs under “*Priority 2: Science Research & Innovation*” of CAP.

THE PARTIES AGREE:

1. **PURPOSE**

The purpose of this Program Administrator Agreement is to legally obligate the Program Administrator to deliver the Designated Programs for which it is responsible in a manner that complies with the CAP Framework Agreement and the Bilateral Agreement. A second purpose is

to clarify the process by which the Program Administrator may develop new Designated Programs in addition to the ones existing as of the Effective Date.

2. INTERPRETATION

2.1 **Definitions** – In this Agreement, in addition to the terms defined in the preamble to this Agreement:

- (a) **"Administrative Costs"** means the costs as set out in sections 6.2.5 to 6.2.7 of this Agreement that are incurred by the Program Administrator that are directly related to activities carried out to administer, audit and evaluate Designated Programs or to facilitate the transition of programming between the CAP Framework Agreement and its successor framework agreement;
- (b) **"AF Designated Contact"** means the person designated under section 3.8 (AF Designated Contact);
- (c) **"Assigned Blended Grants"** means those grant agreements that are funded under both a Designated Program and a provincial program, and are listed in Part 1 of **Schedule "C"** to this Agreement;
- (d) **"Assigned CAP Grants"** means those CAP grant agreements listed in Part 2 of **Schedule "C"** to this Agreement;
- (e) **"CAP Funding"** means the funds, or any portion of the funds, paid by the Minister to the Program Administrator under section 6.1 (CAP Funding), as paid or along with all interest or other return obtained by the Program Administrator from investing all or part of the funds pending disbursement in accordance with this Agreement, as the context requires;
- (f) **"Capital Items"** means tangible assets that:
 - (i) are purchased, constructed, developed or otherwise acquired;
 - (ii) are held for use in the production or supply of goods, the delivery of services or to produce Designated Program outputs;
 - (iii) have a useful life extending beyond one Fiscal Year and are intended to be used on a continuing basis; and
 - (iv) are not intended for resale in the ordinary course of operations;
- (g) **"Communications Product"** means any public communication, such as those pertaining to:
 - (i) advertising and marketing – including but not limited to advertisements and notices in media, such as newspaper, radio, television, billboards; promotional materials made available at information sessions, exhibits and tradeshow, sent by mass distribution electronically, or posted on social media platforms;

- newsletters and information placed on the website of the Program Administrator;
- (ii) public relations – including but not limited to news releases and events, communiqués, backgrounders;
 - (iii) program administration – including cheques or payment notices issued to program participants, and forms to be completed by program participants;
- by the Program Administrator that informs the public about policies, programs, services and initiatives related to this Agreement or CAP generally;
- (h) "**Designated Financial Officer**" means a person designated by the Program Administrator for the finance-related duties under this Agreement;
 - (i) "**Designated Program**" means
 - (i) a program under Science, Research & Innovation as described in **Schedule "A"**;
 - (ii) the Proposed Designated Program, after it has been instituted as a Designated Program through the process set out at section 5.7.2, as may be modified for purposes of the amendment of the Bilateral Agreement; and
 - (iii) such other programs as may be instituted from time to time, through the processes set out at sections 5.7.1 and 5.7.3;
 - (j) "**Effective Date**" means the date first written above in this Agreement;
 - (k) "**Eligible Expenses**" means expenditures incurred during the Term by the Program Administrator relating to Program Costs or Administrative Costs, provided these costs are consistent with sections 6.2.1 to 6.2.4 and sections 6.2.5 to 6.2.7;
 - (l) "**Event of Default**" has the meaning given at section 3.4.1 (Events of Default);
 - (m) "**Federal Minister**" means the Minister of Agriculture and Agri-Food;
 - (n) "**Fiscal Year**" means the period beginning on April 1 in one calendar year and ending on March 31 of the immediately following calendar year;
 - (o) "**FPT**" means Federal, Provincial and Territorial;
 - (p) "**Party**" means either the Minister or Program Administrator, as the context requires;
 - (q) "**Payment Request**" means a request for an advance of CAP Funding that is submitted by the Program Administrator, as set out at section 6.5.2;
 - (r) "**Performance Measures**" means the desired outcomes and indicators for a Designated Program, as set out within the Designated Program;
 - (s) "**Performance Targets**" means targets for the performance indicators for the Performance Measures;

- (t) **"Personal Information"** means information about an identifiable individual that is recorded in any form, within the meaning of section 1(n) of the *Freedom of Information and Protection of Privacy Act (Alberta)* when referring to information that the Program Administrator is collecting, using or disclosing;
- (u) **"Program Administrator"** means a person engaged by the Minister to carry out all or any part of the Minister's under the Bilateral Agreement as set out in this Agreement;
- (v) **"Program Costs"** means the costs incurred by the Program Administrator, representing the funds directly transferred to, or benefits provided to, Ultimate Beneficiaries and that are consistent with expenses set out in sections 6.2.1 to 6.2.4 of this Agreement;
- (w) **"Proposed Designated Program"** means the program, as described at Schedule "B", that is proposed to replace the Designated Programs that exist as of the Effective Date;
- (x) **"PT"** means a Provinces and/or Territories;
- (y) **"RDAR Funding Agreement"** means the *Results Driven Agriculture Research Funding Agreement*, made effective January 28, 2021;
- (z) **"Results Reporting"** means the process, as set out in section 8.1 (Performance Reports), of demonstrating the results achieved from spending on Designated Programs;
- (aa) **"Science, Research and Innovation"**, also known as "Priority 2" in the CAP Framework Agreement, is a priority theme area for action to support the objectives of the CAP Framework Agreement;
- (bb) **"Sector"** means the agriculture, agri-food, and agri-based products sector;
- (cc) **"Sector Infrastructure"** means the fundamental facilities, systems and features which serve the Sector directly, such as at the farm, in processing, transportation and distribution, in research, and/or in marketing;
- (dd) **"Term"** means the period set out in section 3.1 (Coming into Effect and Duration) of this Agreement;
- (ee) **"Ultimate Beneficiary"** means the groups, organizations, institutions or individuals that receive funding under a Designated Program.

2.2 Schedules – The following schedules are attached to and form part of this Agreement:

Schedule "A" – Designated Programs and Performance Measures as of the Effective Date

Schedule "B" – Proposed Designated Program and Performance Measures

Schedule “C” – List of Assigned Grants

Schedule “D” – New Designated Program Process

Schedule “E” – One-off Grants

3. ADMINISTRATION OF THIS AGREEMENT

3.1 **Coming into Effect and Duration** – This Agreement will take effect on the Effective Date and remain in effect until March 31, 2023, unless terminated before that date under section 3.4.2 (Minister’s Election on an Event of Default) or section 3.5.1.

3.2 **Signatures and counterparts** – This Agreement may be signed in counterparts and each counterpart will constitute an original document. These counterparts taken together will constitute one and the same agreement.

3.3 **Amendment** – Amendments to this Agreement may only be made in writing, by mutual consent of the Parties.

3.4 **Default and Remedies**

Events of Default

3.4.1 **Events of Default** – The following shall constitute “Events of Default”:

- (a) a fundamental breach of this Agreement by the Program Administrator;
- (b) a fundamental breach of the RDAR Funding Agreement by the Program Administrator;
- (c) the Program Administrator becoming insolvent or ceasing to carry out operations (as determined in the Minister’s discretion); or
- (d) a resolution or application for winding up, dissolution, liquidation or amalgamation of the Program Administrator.

3.4.2 **Minister’s Election on an Event of Default** – In an Event of Default, the Minister shall give written notice to the Program Administrator of the Event of Default specifying the period of time within which the Program Administrator must cure the Event of Default. The Program Administrator shall diligently work to remedy the default after receiving the notice. If the Program Administrator does not cure the Event of Default to the Minister’s satisfaction, the Minister may do one or more of the following, without prejudice to the Minister’s right to seek other remedies at law or equity:

- (a) suspend payment under this Agreement pending the Event of Default being remedied;
- (b) require the Program Administrator to repay to the Minister all or a portion of the CAP Funding already advanced to the Program Administrator; and
- (c) terminate this Agreement.

Unfulfilled Obligations

- 3.4.3** If during the Term, the Program Administrator fails to fulfill one of its obligations under this Agreement, and if the matter is not resolved using the dispute resolution procedure set out in section 17.9 (Dispute Resolution), and the Minister does not determine the failure to be an Event of Default, the Minister may:
- (a) if the unfulfilled obligation relates to a specific Designated Program, withhold the disputed portion of the payment of CAP Funding for that Designated Program until the Program Administrator remedies the unfulfilled obligation; or
 - (b) if the unfulfilled obligation relates to any matter other than a specific Designated Program, withhold all or a portion of the payment of CAP Funding until the Program Administrator remedies the unfulfilled obligation.
- 3.4.4** Any Eligible Expenses paid by the Program Administrator for completed activities or projects that relate to any unfulfilled obligation will be payable by the Minister only if the Minister is satisfied with the measures undertaken by the Program Administrator to fulfill the obligation in question.
- 3.4.5** If the Program Administrator fails to remedy the unfulfilled obligation relating to a specific Designated Program as set out in section 3.4.3(a) of this Agreement within sixty (60) calendar days following a request by the Minister to do so, the Minister may, in addition to all other remedies offered by law, deny the disputed amount of CAP Funding for that Designated Program.
- 3.4.6** If the Program Administrator fails to remedy the unfulfilled obligation that relates to any matter other than a specific Designated Program, as set out in section 3.4.3(b) of this Agreement within sixty (60) calendar days following a request by the Minister to do so, the Minister may, in addition to all other remedies offered by law, in a manner that is proportional to the Program Administrator's default, deny further payments of CAP Funding for that Fiscal Year.

3.5 Termination

- 3.5.1** Either Party may terminate this Agreement for any reason by giving the other Party at least six (6) months written notice.
- 3.5.2** In the event of early termination of this Agreement, whether with or without cause, the Program Administrator shall
- (a) from the date notice is provided, make no further commitments for expenditures and make no further disbursements from the CAP Funding except with the Minister's prior written consent (with the exception that the Program Administrator may, without the Minister's prior written consent, pay Program Costs due during the ninety (90) days following the date that notice of termination of this Agreement is provided to the Program Administrator);

- (b) within 14 days of notice of termination, transfer to the Minister some or all of the remaining CAP Funding not allocated for payments to Ultimate Beneficiaries or not permitted by the Minister under subparagraph (a) to be retained by the Program Administrator; and
- (c) cooperate with the Minister to ensure an orderly transition of the Program Administrator responsibilities to allow the Minister to take over the administration of the Designated Programs. The Program Administrator will complete all financial reporting and share materials. The Parties will cooperatively develop a process for assignment of agreements and transfer of records.

3.6 Survival – The rights and obligations set out in the following sections of this Agreement will survive for two (2) years after the expiration or early termination of this Agreement:

Article 7 (Disposition of Assets)
 Section 10.2 (Audits under this Agreement)
 Article 11 (Communications);

and for the sections not listed above, those sections which by their nature continue after the expiry or early termination of this Agreement shall continue after such expiry or early termination, including, without limitation:

Section 5.4 (Return of Records)
 Section 6.1.7 (Accounting Systems)
 Section 6.1.8 (Financial Records)
 Section 6.6 (Overpayment)
 Section 8.1 (Performance Reports)
 Article 9 (International Reporting Requirements)
 Section 10.1 (Audits under the Bilateral Agreement)
 Sections 10.3, 10.4, and 10.5
 Article 12 (Final Spending Report)
 Article 13 (Information Management)
 Article 15 (Liability and Indemnity)
 Section 17.1 (Right of Set-Off)
 Section 17.8 (Legal Proceedings)
 Section 17.11 (Disclosure by the Minister).

3.7 Appropriation – Any spending by the Minister for the purpose of Designated Programs is subject to an appropriation by the Legislature of Alberta. If, at any time during the Term, the Minister is unable to obtain a required appropriation, the Minister and Program Administrator agree to make the necessary amendments to this Agreement.

3.8 AF Designated Contact – The Minister agrees to designate an individual who will act as the Minister’s contact with the Program Administrator on matters concerning day-to-day implementation of the Agreement, including communication of the Minister’s expectations and policies, receipt of the Program Administrator’s queries and requests, and communication of the Minister’s approvals.

4. PROGRAM ADMINISTRATOR

- 4.1 Engagement** – The Minister hereby engages RDAR as Program Administrator for the Designated Programs.
- 4.2 Responsibilities of Program Administrator** – In addition to the responsibilities of the Program Administrator in administering the Designated Programs, as set out at Article 5 of this Agreement, the Program Administrator will:
- (a) administer any payments of CAP Funding in accordance with the terms and conditions of this Agreement;
 - (b) receive, deposit and record all amounts paid towards each Designated Program;
 - (c) make and record all payments relating to Eligible Expenses of each Designated Program;
 - (d) reimburse to the Minister any overpayment in accordance with section 6.6 (Overpayment);
 - (e) provide all reports and information as required under this Agreement; and
 - (f) provide other assistance as reasonably required by the Minister to fulfill the Minister's obligations under the Bilateral Agreement and the CAP Framework Agreement with respect to a Designated Program.
- 4.3 Conduct of the Program Administrator** – The Program Administrator shall perform its duties:
- (a) following prudent practices and in accordance with its corporate policies, including policies for confidentiality, conflict of interest, and investment;
 - (b) in concordance with the Minister's CAP policies, and in coordination with the Minister's other CAP programs as communicated to the Program Administrator by the AF Designated Contact; and
 - (c) in accordance with any directions from the Minister that the Minister deems necessary to ensure that Science, Research and Innovation is delivered in accordance within the spirit of the CAP Framework Agreement.
- The AF Designated Contact shall be the Minister's point of contact for the purposes of subsections (b) and (c).
- 4.4 Service Providers** – The Program Administrator may use a service provider for administrative functions under this Agreement but remains responsible for fulfilment of all the Program Administrator's duties and obligations under this Agreement. The Program Administrator shall enter into an agreement with all service providers to legally obligate them to deliver their services in a manner that is compliant with the applicable terms and conditions of this Agreement.
- 4.5 Transition to Successor Framework** – If requested by the Minister, the Program Administrator shall assist the Minister to facilitate the transition of programming between

the CAP Framework Agreement and its successor framework agreement. Administrative Costs are subject to section 6.2.7 of this Agreement.

- 4.6 **Minister's Committees** – The CAP Steering Committee Co-Chairs or Minister may, from time to time, invite the Program Administrator as a guest to meetings of the CAP Steering Committee or the Minister's committees for administration of CAP. The Program Administrator shall keep the confidentiality of information disclosed to it in the committee proceedings, and may use the information only to carry out the Program Administrator's duties under this Agreement. The Program Administrator shall disseminate the information internally only on a "need to know basis", and shall not disclose the information to third parties without the Minister's approval.

5. DESIGNATED PROGRAMS

- 5.1 **Administration** – The Program Administrator hereby assumes from the Minister the administration of the Designated Programs, with duties including:

- (a) administering agreements assigned to the Program Administrator under this Agreement;
- (b) accepting, processing, and reviewing applications from Ultimate Beneficiaries;
- (c) approving applications and entering into funding agreements with Ultimate Beneficiaries in accordance with the program terms and conditions and the parameters of the applicable Designated Program;
- (d) administering (but not issuing) any grants issued under the process referenced at section 5.8.

5.2 **Assigned Grants**

5.2.1 **Assigned Blended Grants**

5.2.1.1 The Parties acknowledge that the Assigned Blended Grants are transferred and assigned to the Program Administrator under the RDAR Funding Agreement.

5.2.1.2 During the Term, the Program Administrator shall administer the Assigned Blended Grants in the same manner as the Assigned CAP Grants. After the Term, the Program Administrator shall administer the Assigned Blended Grants in accordance with the RDAR Funding Agreement.

5.2.2 **Assigned CAP Grants**

5.2.2.1 The Minister hereby transfers and assigns to the Program Administrator and the Program Administrator hereby accepts, as of the Effective Date, all the administrative obligations, duties, liabilities and commitments of the Minister under the Assigned CAP Grants.

5.2.2.2 The Minister, as grantor under the Assigned CAP Grants, covenants that:

- (a) the Minister has the legal right to assign the Assigned CAP Grants to the Program Administrator without the prior written consent of the other party or parties to the Assigned CAP Grants;
- (b) the Assigned CAP Grants are free from all encumbrances;
- (c) the Minister has performed all duties and obligations and made all payments required under the terms of the Assigned CAP Grants up to the Effective Date;
- (d) the Minister will provide the Program Administrator with reports, satisfactory to the Program Administrator, of the status of the Assigned CAP Grants as of the Effective Date; and
- (e) the grantees named in the Assigned CAP Grants will be notified of the assignment at such time and in such form and manner as is mutually agreed to by the Minister and the Program Administrator.

5.2.2.3 The Program Administrator covenants that:

- (a) The Program Administrator shall at all times after the Effective Date be bound by and perform all the terms, conditions and obligations to be observed and performed by the Minister, as grantor, under the Assigned CAP Grants to the same extent as if the Program Administrator were a party to the Assigned CAP Grants instead of the Minister.
- (b) The Program Administrator shall not substantially amend the Assigned CAP Grants without the prior written approval of the Minister. The Minister has absolute discretion to refuse to approve any amendments that alters the amount of the grant payable under the Assigned CAP Grants.

5.3 Grant Records – The Minister will, as soon as reasonably possible after the execution of this Agreement, transfer to the Program Administrator all records in the custody or control of the Minister reasonably necessary for the Program Administrator to administer the Assigned CAP Grants. The Parties agree that the Program Administrator takes custody and control of a record when the Program Administrator confirms in writing that the Minister has either transferred physical possession of the record or the record has been electronically transferred and received by the Program Administrator.

5.4 Return of Records – In the event the Minister determines that records of a confidential nature or records subject to any type of legal privilege are inadvertently transferred or in the event the Program Administrator discovers what reasonably appears to be such records:

- (a) the Party discovering inadvertently provided records will provide timely notice to the other Party;

- (b) on discovery or receipt of notice, the Program Administrator shall not make any further use of, or disclose, the record or information unintentionally provided; and
- (c) the Program Administrator shall comply with all reasonable direction provided by the Minister in arranging for the return or disposal of the records.

5.5. Terms and conditions – The Program Administrator shall administer the Designated Programs as follows:

5.5.1 For the Designated Programs existing as of the Effective Date, the Program Administrator shall administer the Designated Programs in accordance with the program terms and conditions that are in effect as of the Effective Date. The Program Administrator may make minor variances to program terms and conditions without the Minister's prior written approval.

5.5.2 For the Proposed Designated Program and any other Designated Program created after the Effective Date, the program terms and conditions must be approved by the Minister. The Program Administrator may make minor variances to program terms and conditions without the Minister's prior written approval.

5.6 Minor Variances to Designated Programs – The Program Administrator may, from time to time, recommend to the Minister, minor variances to the features of a Designated Program. Any variances will be subject to the Minister's approval.

5.7 New Designated Programs – The Parties agree:

5.7.1 The Program Administrator may, from time to time, recommend to the Minister the creation of new Designated Programs. The Parties acknowledge that Designated Programs may only be created with approval of the Minister, concurrence of the Federal Government, and amendment of the Bilateral Agreement.

5.7.2 The Parties acknowledge that the Proposed Designated Program is in the process of being considered for approval by the Minister, and that, after such approval, the Minister will seek concurrence of the Federal Government and amendment of the Bilateral Agreement. The Parties agree that, once the Bilateral Agreement is amended to include the Proposed Designated Program (as may be modified) as a Designated Program under the Bilateral Agreement, the Proposed Designated Program (as may be modified) is instituted as a Designated Program under this Agreement and replaces the Designated Programs in effect as of the Effective Date. The Minister agrees to consult with the Program Administrator prior to any modification of the Proposed Designated Program by the Minister or the Federal Government.

5.7.3 During the first six months of the Term, the Parties will work together to jointly develop a process governing the recommendation of new Designated Programs (other than the Proposed Designated Program) and their approval by the Minister, which process shall become **Schedule "D"** to this Agreement.

5.7.4 All Designated Programs must meet the guidelines, requirements, and procedures under the Bilateral Agreement and the CAP Framework Agreement, which include the following.

5.7.4.1 Science, Research & Innovation focuses mainly on: investments in discovery and applied science for major commodities within the Sector; improved support for minor commodities within the Sector, emerging and transformative areas; enhanced efforts in clean growth, environment and climate change; accelerating the growth of the Sector, particularly in agri-food and agri-based value-added processing; and strengthening knowledge transfer and adoption activities.

5.7.4.2 Examples of activities that support the science, research and innovation Priority Area may include, but are not limited to:

- Investing in primary research that is closely aligned with the provincial and territorial needs of the Sector;
- Public-private collaboration on research and research priority-setting;
- Helping producer groups demonstrate and evaluate new agricultural practices and technologies at the local level;
- Sharing and dissemination of research knowledge, including through events such as workshops and symposia;
- Targeting support for farms and firms to accelerate adoption of new or improved products, processes or practices that add value;
- Accelerating the adoption of transformative technologies in collaboration with the Sector;
- Support for farms and firms to develop or adapt new or improved products, processes or practices that add value;
- Strategic investments in the use and development of clean and sustainable technology and processes;
- Developing highly qualified personnel with a direct benefit to the Sector, within colleges, universities and research institutions;
- Facilitating public-private partnerships for the development of innovation facilities for producers and processors;
- Providing commercialization support through the establishment or expansion of commercialization and other risk-sharing activities; and
- Other activities related to research, development and knowledge transfer.

5.7.4.3 A Designated Program must:

- (a) demonstrate how each program respects the outcomes outlined in the CAP Framework Agreement;
- (b) be designed not to provide support for PT-specific branding, promotion or marketing activities that are detrimental to another PT;
- (c) be designed not to distort the production or business decisions of enterprises that would be based on market considerations; or
- (d) be designed to minimize risk of action to counter its effects by Canada's trading partners;
- (e) be designed and implemented to be consistent with performance measurement requirements and applicable indicators for Results Reporting associated with Science, Research & Innovation; and
- (f) be designed and implemented to be consistent with Canada's international trade obligations, as they may apply to Alberta.

5.8 One-Off Grants - During the first six months of the Term the Parties agree to work together to agree on the process by which the Program Administrator may seek the Minister's approval for one-off grants. Once established and agreed to by the Parties in writing, this process shall become **Schedule "E"** to this Agreement.

6. CAP FUNDING

6.1 CAP Funding

6.1.1 Maximum amounts - The total value of the CAP programming to be administered by the Program Administrator under this Agreement is **THIRTY FOUR MILLION SEVEN HUNDRED TWENTY FIVE THOUSAND (\$34,725,000) DOLLARS**, representing the value of CAP funds disbursed by the Minister in Fiscal Year 2020/21, and the maximum value of CAP funds that may be disbursed or used by the Program Administrator in Fiscal Year 2020/21, Fiscal Year 2021/22, and Fiscal Year 2022/23. The maximum amounts that the Minister shall pay to the Program Administrator per Fiscal Year as CAP Funding are:

- (a) For Fiscal Year 2020/21: \$1,712,000;
- (b) For Fiscal Year 2021/22: up to \$11,575,000;
- (c) For Fiscal Year 2022/23: up to \$11,575,000;

Totaling a maximum of **TWENTY FOUR MILLION EIGHT HUNDRED SIXTY TWO THOUSAND (\$24,862,000) DOLLARS** in CAP Funding; except that the maximum amounts for Fiscal Year 2021/22 and Fiscal Year 2022/23, and the total maximum CAP Funding, may be adjusted to reflect adjustments made by the Minister pursuant to the CAP Framework Agreement in relation to qualified spending.

- 6.1.2** Any payment of CAP Funding under this Agreement will be subject to:
- (a) compliance with all terms and conditions of this Agreement; and
 - (b) the completion and submission of Results Reporting as required by this Agreement.
- 6.1.3** Where the Minister must, in accordance with section 3.7 (Appropriation), reduce the amount of CAP Funding, the Minister will give forty-five (45) calendar days' notice to the Program Administrator of that reduction and will reimburse the Program Administrator any Eligible Expenses incurred to the effective date indicated in that notice. If Canada's contribution to Alberta under the Bilateral Agreement is reduced, the CAP Funding may be adjusted accordingly.
- 6.1.4** CAP Funding will be used only for Eligible Expenses.
- 6.1.5** The Program Administrator acknowledges that Government of Canada departments and agencies may not receive, directly or indirectly, any portion of the CAP Funding. The Program Administrator will not pay any part of CAP Funding to any Government of Canada department or agency. The terms and conditions that apply to the ability of current or former federal public servants or federal public office holders to receive funding from CAP Funding are set out in section 17.5 (Conflict of Interest).
- 6.1.6** **Bank Accounts** – The Program Administrator shall deposit and maintain the advances of the CAP Funding in an interest bearing account in a bank under the *Bank Act*, a treasury branch under the *Treasury Branches Act* or a credit union under the *Credit Union Act* established in the Program Administrator's name, specifically and solely for the purpose of holding the CAP Funding. The Program Administrator may transfer CAP Funding to its general operating account, in the same financial institution as the CAP Funding, for the purpose of paying Program Costs and for paying its Administrative Costs.
- 6.1.7** **Accounting Systems** – The Program Administrator has established and will maintain accounting systems and processes that will enable it to identify at any given time how much of the CAP Funding has been expended and the nature of the expenditure.
- 6.1.8** **Financial Records** – The Program Administrator shall maintain adequate financial records relating to the CAP Funding, shall keep proper books, accounts and records of the cost of the materials, services or resources funded under this Agreement, in accordance with Canadian accounting standards for not-for-profit organizations, and have them available at all times during the Term and for a period of six (6) years after termination or expiry of this Agreement for inspection. If the Program Administrator will be winding up before the end of that period, the Program Administrator shall give the Minister a copy of all such documentation.

6.2 Eligible Expenses

Program Costs

6.2.1 Program Costs constitute Eligible Expenses. The costs that may constitute Program Costs are costs that represent funds directly transferred to, or benefits provided to, an Ultimate Beneficiary for its project costs, provided that:

- (a) the costs were incurred by an Ultimate Beneficiary on or after July 22, 2020;
- (b) any costs related to Sector Infrastructure projects and Capital Items require \$500,000 or less of CAP Funding;
- (c) costs related to Sector Infrastructure projects and Capital Items that require in excess of \$500,000 CAP Funding may be allowed in the following circumstances:
 - (i) in a Designated Program which outlines an amount in excess of \$500,000 of CAP Funding; or
 - (ii) where the Minister provides prior written authorization for a proposal related to Sector Infrastructure projects or Capital Items which includes costs in excess of \$500,000 of CAP Funding and shows a direct benefit to the Sector.

6.2.2 The Parties agree that only the following costs related to Sector Infrastructure projects and Capital Items will constitute Eligible Expenses:

- (a) if used for Sector Infrastructure projects such as in the construction of new structures or in improvements to allow for equipment installation; building retrofits to improve an existing building by upgrading building components; equipment such as machinery, tools and implements, and any specific-use information technology equipment and/or software; on-farm, multi-farm or collective water infrastructure of direct benefit to the primary agriculture sector, such as irrigation, wells, retention ponds, tile drainage, and runoff control structures; and agriculture-related research; or
- (b) if a Capital Item is specifically required to execute a project and, where in connection with a business carried on for profit or with a reasonable expectation of profit, the Ultimate Beneficiary has contributed at least seventy-five (75%) percent of the total cost of the Capital Items exclusive of any government funding unless prior written authorization from the Minister is obtained.

6.2.3 Notwithstanding section 6.2.2, costs related to Sector Infrastructure projects and Capital Items that do not constitute Eligible Expenses include, but are not limited to: roads, such as off-farm transportation corridors; purchase of land; multi-purpose/commonly-used equipment such as computer hardware/software, digital cameras, GPS; and drainage activities that are not of primary benefit to the Sector.

6.2.4 Notwithstanding sections 6.2.1 to 6.2.3 of this Agreement, Program Costs are deemed not to be Eligible Expenses under a Designated Program where any proposed activity or project to be carried out under a Designated Program does not comply with all applicable laws and regulations or where any required FPT governmental approvals have not been obtained, including but not limited to those related to public health and safety, labour codes and standards, care and use of animals in research, animal welfare, wildlife habitat, and environmental protection.

Administrative Costs

6.2.5 Administrative Costs constitute Eligible Expenses. Administrative Costs shall not exceed **eight (8%) percent** of the CAP Funding paid in a Fiscal Year.

6.2.6 The costs that may constitute Administrative Costs with respect to a Designated Program shall include, but are not limited to:

- (a) cost of salaries and benefits of personnel working directly on the development, delivery, or administration of a Designated Program, including but not limited to training of trainers and staff, workshops, payment processing, performance monitoring, reporting, and outreach/extension services with Ultimate Beneficiaries; specific per diem fees;
- (b) costs of Designated Program evaluation and recipient audits;
- (c) costs of information management and information technology systems directly related to the administration of a Designated Program;
- (d) costs of developing materials, communications, advertising, outreach/extension services with Ultimate Beneficiaries and public notices for a Designated Program;
- (e) costs of goods, services, rental or lease of facilities or equipment, accommodations, telecommunications, travel, transportation, postage, and other similar costs directly related to the delivery and administration of a Designated Program, such costs to be compliant with the Program Administrator's own directives and policies;
- (f) costs of translation of any Communications Product, except where Canada is responsible for the costs associated with translation;
- (g) if approved by the Minister, costs of intellectual property registration and intellectual property licensing fees related to commercialization;
- (h) costs associated with all Results Reporting; and
- (i) costs of recipient feedback and stakeholder advisory committees for the purposes of developing, delivering or evaluating Designated Programs.

6.2.7 Only the following expenses for Administrative Costs incurred by the Program Administrator that are directly related to activities carried out to facilitate the

transition of programming between framework agreements shall constitute Eligible Expenses:

- (a) salaries and benefits of personnel working directly on the implementation, development and/or design of Designated Programs to facilitate continuity between frameworks;
- (b) costs of information management and information technology systems directly related to the transition of programming between frameworks; and
- (c) costs related to the re-branding of programs for the successor to the CAP, including website development.

6.3 Payment Requests – Any payment of CAP Funding will be made in the form of advances at the request of the Program Administrator in accordance with section 6.5 (Advances).

6.4 Stacking – The Program Administrator will include provisions in its Designated Programs or related agreements with Ultimate Beneficiaries that establish maximum levels of total government funding (from the Federal Minister, the Minister, other PT governments) and municipal funding for Eligible Expenses for Designated Programs that do not exceed 100% of total Eligible Expenses.

6.5 Advances

6.5.1 CAP Funding shall be paid through advances, paid semi-annually and in 70/30 installments, in accordance with the following schedule. The Minister shall pay the installments as soon as reasonably practicable after receipt of satisfactory Payment Requests.

Advance	Amount of installment	Date of payment
#1	100% of the CAP Funding for Fiscal Year 2020/21	Upon execution of this Agreement
#2	No more than 70% of the maximum CAP Funding for the Fiscal Year	After receipt of satisfactory Payment Request #1
#3	Balance of the CAP Funding for the Fiscal Year	After receipt of satisfactory Payment Request #2
#4	No more than 70% of the maximum CAP Funding for the Fiscal Year	After receipt of satisfactory Payment Request #3
#5	Balance of the CAP Funding for the Fiscal Year	After receipt of satisfactory Payment Request #4

6.5.2 Payment Requests must be submitted by the Designated Financial Officer and contain:

- (a) a report on actual Eligible Expenses incurred during the reporting period, indicating total Program Costs and total Administrative Costs; CAP Funding received during the period; and the amount of uncommitted CAP Funding; and
- (b) a cash flow statement indicating the Eligible Expenses that the Program Administrator reasonably believes it will incur during the forthcoming two fiscal quarters, indicating total Program Costs and total Administrative Costs.

6.5.3 The due dates and the relevant reporting periods for the Payment Requests are as follows:

Payment Request	Payment Request due date	Reporting period for s. 6.5.2(a) report	Reporting period for s. 6.5.3(b) cash flow statement
#1	April 30, 2021	Effective Date to March 31, 2021	April 1, 2021 to September 31, 2021
#2	October 31, 2021	April 1, 2021 to September 31, 2021	October 1, 2021 to March 31, 2022
#3	April 30, 2022	October 1, 2021 to March 31, 2022	April 1, 2022 to September 31, 2022
#4	October 31, 2022	April 1, 2022 to September 31, 2022	October 1, 2022 to March 31, 2023

6.5.4 Except for Advance #5, for any advance exceeding funds fully expended in the Fiscal Year for which they were provided, the Program Administrator may retain the advance to be used toward the cash needs of the next Fiscal Year.

6.5.5 Advances #4 and #5 shall be limited to the immediate cash needs of the Program Administrator for the upcoming advance period, as determined by the forecast Eligible Expenses for that period. If the Minister determines that the CAP Funding on hand may be sufficient for the forecast Eligible Expenses for the upcoming advance period, the Minister may pay no advance, choose one of the remedies available under section 6.6 (Overpayment), or both.

6.6 Overpayment

6.6.1 The Parties agree that any amount paid by the Minister as part of CAP Funding to which the Program Administrator is not entitled according to the terms of this Agreement constitutes an overpayment by the Minister to the Program Administrator.

6.6.2 The Parties agree that overpayments include, but are not limited to:

- (a) Any amounts of CAP Funding used for expenditures that do not constitute Eligible Expenses;
- (b) Any amounts of CAP Funding used for Administrative Costs in a Fiscal Year that exceed the percentage allowed under section 6.2.5;
- (c) Any remaining unused portions of an advance provided to the Program Administrator by the Minister, as set out under section 6.5.5 of this Agreement; or
- (d) Unexpected balances or otherwise repayable contributions in favour of the Program Administrator resulting from funds from CAP Funding paid to the Program Administrator under this Agreement, including any amounts due under section 3.4 (Default and Remedies).

6.6.3 Where the Parties agree that an overpayment by the Minister to the Program Administrator has occurred, the amount will be repaid to the Minister by the Program Administrator within sixty (60) calendar days from the time of the Minister's written notification for repayment.

6.6.3.1 If the Program Administrator disputes the amount and one of the parties invokes the dispute resolution process in this Agreement, the outstanding amount will be re-paid to the Minister at the conclusion of those procedures, where it is determined that the amount is actually payable by the Program Administrator to the Minister.

6.6.4 The Parties will seek agreement on the method by which the funds will be recovered by the Minister. In the event that agreement cannot be reached, the Minister may choose to offset these amounts against future advances or future payments of CAP Funding under this Agreement, as a means of the Program Administrator fulfilling its obligation to make a repayment.

6.6.4.1 If the amount is determined in or after the final Fiscal Year of this Agreement, the Program Administrator will repay the amount in accordance with section 6.6.3 of this Agreement.

6.6.5 No interest or administrative charges will be payable on overdue repayments by the Program Administrator.

7. DISPOSITION OF ASSETS

7.1 **Disposition of Assets** – Upon completion of a Designated Program and, if so requested by the Minister, the Program Administrator agrees to transfer to the Minister any assets purchased by the Program Administrator with CAP Funding so that the Minister may dispose of the assets in accordance with Government of Alberta policy.

8. RESULTS REPORTING

8.1 Performance Reports – The Program Administrator will provide the Minister the following performance reports:

8.1.1 Quarterly Reports – For each Designated Program, the Program Administrator will submit a quarterly performance report, with the reports due **January 15, April 15, July 15, and October 15** of each Fiscal Year. Each quarterly report will:

- (a) include each project funded under the Designated Program during the quarter;
- (b) include project name, legal entity name, project description, total project cost, total non-government funding committed, paid grant amount to date, date project approved, date project executed, total approved grant amount, total project start and end dates, and recipient type;
- (c) be in the form provided by the Minister.

8.1.2 Annual Reports – For each Designated Program, the Program Administrator will submit an annual performance report, due **July 31** of each Fiscal Year, in respect of activities carried out in the previous Fiscal Year. The annual report will:

- (a) include information regarding actual performance results achieved in the previous Fiscal Year based on the Performance Targets;
- (b) be in the form provided by the Minister; and
- (c) include at least one report with a descriptive narrative of the results achieved from spending on the Designated Program (“Qualitative Report”) which may include, but is not limited to, success stories, case studies and surveys.

8.2 Performance Targets – The Minister and the Program Administrator shall collaborate annually to ensure the continued relevance of the Performance Targets.

9. INTERNATIONAL REPORTING REQUIREMENTS

9.1 Meeting International Reporting Requirements - The Program Administrator agrees to provide the Minister with the information in a timely manner, as required by the Minister to assist the Federal Crown to meet its necessary international reporting requirements, including government expenditures and other forms of government support to the Sector, for the Organization for Economic Cooperation and Development (OECD) agricultural support measurement (Producer Support Estimates); and the World Trade Organization (WTO) notification (i.e., a requirement for Canada to provide its level of domestic support). Required information for these international bodies includes government support provided by FPT departments and ministries of agriculture and other relevant departments and ministries.

10. AUDIT AND EVALUATION

10.1 Audits initiated under the Bilateral Agreement

- 10.1.1** The Program Administrator shall cooperate with the Minister for the conduct of any audits initiated under the Bilateral Agreement.
- 10.1.2** The cost of audits completed under this section will be the responsibility of the Minister.
- 10.2.3** Where an audit reveals an element of non-compliance by the Program Administrator, and the Minister provides a plan of action, the Program Administrator shall comply with that plan, as directed by the Minister.

10.2 Audits under this Agreement

- 10.2.1** During the Term and within two years of termination or expiry of this Agreement, the Minister (or his third party auditor) may audit the Program Administrator's grant files and operational information and records, including financial records, from time to time on a random basis or as deemed necessary. The purpose of the audit is to verify the accuracy of information submitted by: (i) the Program Administrator, to ensure CAP Funding has been administered in accordance with this Agreement; and (ii) the Ultimate Beneficiaries, to ensure consistent compliance by grantees with the applicable program terms and conditions, grant agreements, and Designated Program.
- 10.2.2** Audits may require the exchange of relevant information between the Program Administrator and the Minister or the examination and verification of relevant information by other appropriate means. It is not intended that such audits will include access to the Program Administrator's confidential staffing files, solicitor-client privileged documents or materials not relevant to determination of whether the CAP Funding has been administered in accordance with this Agreement. Such compliance audits shall be carried out by the Minister, at the Minister's expense, and during regular business hours on reasonable notice to the Program Administrator. The Program Administrator shall permit the Minister to take copies and extracts of relevant documents.
- 10.2.3** Where any audit pursuant to section 10.2.1 is undertaken by the Minister, a copy of the audit report will be shared with the Program Administrator no later than thirty (30) days following the finalization of the report.
- 10.2.4** Where an audit pursuant to section 10.2.1 reveals an element of non-compliance, the Minister will provide the Program Administrator with written notice of non-compliance, outlining procedures for corrective action acceptable to the Minister. The Program Administrator and the Minister will develop a plan of action within thirty (30) days of the receipt of the written notice of non-compliance.

- 10.3 Evaluation** – The Program Administrator shall cooperate with any evaluations of Designated Programs or of Science, Research & Innovation that are conducted by the Minister.
- 10.4 Record keeping** – Unless the Minister agrees otherwise, the Program Administrator shall keep all records, information, databases, audit and evaluation reports and all other documentation related to a Designated Program for a period of at least six (6) years after the end of the CAP Framework Agreement, which is anticipated to be **March 31, 2029**. If the Program Administrator will be winding up before the end of that period, the Program Administrator shall give the Minister a copy of all such documentation.
- 10.5 Access to Documentation** – The Program Administrator shall allow the Minister to have timely access to documentation necessary to meet evaluation, audit, or planning requirements pertaining to their respective contribution to the Designated Program.

11. COMMUNICATIONS

11.1 General Principles and Application

- 11.1.1** The entirety of this Article 11 will apply to any Communications Products in respect of Designated Programs.
- 11.1.2** The Program Administrator will comply with the Minister's communications protocol for the Designated Programs and otherwise cooperate with the Minister to enable targeted and timeline activities and audience specific messaging for Communications Products.
- 11.1.3** The Minister shall approve the content, tone and style of any Communications Product that includes a quote from the Minister responsible for the Sector for Canada and/or the Minister responsible for the Sector for Alberta, prior to its release.
- 11.1.4** The Minister may permit exemptions for Communications Products.
- 11.1.5** During a federal or Alberta provincial election, communications activities related to CAP projects, programs or initiatives i.e., advertising, announcements, etc., should be suspended where possible and resumed when the newly elected government is sworn into office. If that is not possible, the Program Administrator shall immediately notify the Minister and shall remove the Canada and Alberta wordmarks from the Communications Products. The CAP logo must remain on all Communications Products.

- 11.2 Communications Officers** – The Minister and the Program Administrator will each designate one or more communications officers to be responsible for obtaining and communicating consent or approval on behalf of that Party on matters requiring consent or approval under Article 11 of this Agreement.

- 11.3 News Releases** – The Program Administrator shall not issue any news releases regarding this Agreement, a Designated Program, or Science, Research & Innovation without the Minister's prior written approval.
- 11.4 News Conferences** – The Program Administrator shall not hold any news conferences regarding this Agreement, a Designated Program, or Science, Research & Innovation without the Minister's prior written approval.
- 11.5 Identification of the Parties**
- 11.5.1** The Program Administrator will place the wordmark of the Minister and the Federal Minister prominently on all Communications Products produced by the Program Administrator in accordance with the CAP Framework Agreement graphic standard.
- 11.5.2** The Program Administrator will display the wordmarks of both the Minister and the Federal Minister in an equally prominent size. No other identifier will be more prominent than the wordmarks of the Minister and the Federal Minister.
- 11.5.3** If the Communications Product includes Canada's Department of Agriculture and Agri- Food departmental signature, the departmental signature will be shown in both English and French and the predominant language in which the material is being written will determine which language is presented first.
- 11.5.4** When issuing a payment to an Ultimate Beneficiary by cheque or electronically, the Program Administrator shall place the required wordmarks on the stub of a cheque (not on the cheque itself), in the notice which accompanies the cheque, or in the notice of payment.
- 11.5.5** If the Program Administrator reports to the public on matters pertaining to Designated Programs, it will provide in its reports a statement acknowledging the CAP Funding. This includes discussion in the Program Administration's annual report about the Program Administrator's activities under this Agreement.
- 11.5.6** Subject to approval under section 11.7 (Approval of a Communications Product), the Program Administrator may place and display its wordmark on all Communication Products produced by the Program Administrator provided the Program Administrator's wordmark is no more prominent than the wordmarks of the Minister and the Federal Minister.
- 11.5.7** Subject to approval under section 11.7 (Approval of a Communications Product), in any communication product prepared by the Minister that references the Program Administrator, the Minister will include, if appropriate in the circumstances, the Program Administrator's wordmark.

11.6 Graphic standard – The Program Administrator will use the CAP Framework Agreement graphic standard on any Communications Product. The Minister will use the Program Administrators graphic standard on any Communication Products.

11.7 Approval of a Communications Product

11.7.1 Any Communications Product used by the Program Administrator must be submitted, at least fifteen (15) calendar days before its use, to the Minister for approval.

11.7.2 The Program Administrator will consult with the communications officer of the Minister in the development and review of the Communications Product before submitting it for final approval by the Minister.

11.8 Language of Communications Product(s)

11.8.1 Where the Minister instructs that a Communications Product should be provided in English and French, the Minister and the Program Administrator will discuss the allocation of costs for translation and production.

11.8.2 The Federal Minister may provide information about the Designated Program in English and French on Canada's official websites. Upon the Minister's request, the Program Administrator will provide a prominent link to Canada's official website on the Program Administrator's website that hosts information about the Designated Program.

11.8.3 In consideration of the Federal Minister's wish to have the opportunity to prepare and disseminate Communications Products in French, as close in time to the dissemination of Communications Products in English, the Program Administrator will coordinate its dissemination of Communications Products with the Minister in a timely way.

11.9 Notice and Review – Where the Minister intends to make any audit, evaluation, report or other review concerning a Designated Program or Science, Research & Innovation available to the public, the Minister will endeavour to give the Program Administrator advance notice, and, where applicable legislation permits, the Minister will provide an advance copy of such audit, evaluation, report or other review to the Program Administrator not less than ten (10) business days prior to the intended public release.

11.10 Public Release of Information Related to the Ultimate Beneficiary – The Program Administrator will inform the Ultimate Beneficiary of funding about the information sharing requirements under the Bilateral Agreement and obtain consent to the public release by the Federal Minister of, or that the Federal Minister is otherwise authorized to publicly release, the Ultimate Beneficiary's name, the amount of funding received under any Designated Program and the general nature of the project or activity that the Ultimate Beneficiary is undertaking for which funding under the Designated Program is being made available.

12. FINAL SPENDING REPORT

- 12.1 On or before _____, the Program Administer must submit, through its Designated Financial Officer, a report on actual Eligible Expenses incurred during the period of October 1, 2022 to March 31, 2023. The report must contain a report on actual Eligible Expenses incurred, indicating total Program Costs and total Administrative Costs, including the actual amounts received from CAP Funding; and the amount of uncommitted CAP Proceeds.

13. INFORMATION MANAGEMENT

- 13.1 The Program Administrator acknowledges that the *Freedom of Information and Protection of Privacy Act (Alberta)* ("FOIP Act") applies to Personal Information collected, used or disclosed in the performance of this Agreement, and the Program Administrator shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.
- 13.2 Should the Program Administrator receive an access request under the *FOIP Act*, the Program Administrator shall not respond to it, but shall immediately forward the access request to the Minister or the Minister's designate for processing. Upon request by the Minister, the Program Administrator shall, within five (5) business days, provide to the Minister any records that are requested of the Minister under the access provisions of the *FOIP Act* that are in the custody or under the control of the Program Administrator.
- 13.3 The Program Administrator acknowledges that it is responsible for the security, confidentiality and appropriate use of all information collected by the Program Administrator for Designated Programs that is in the Program Administrator's custody or under its control.
- 13.4 Unless the Minister allows otherwise, the Program Administrator shall keep all records, information, databases, audit and evaluation reports, and other documents related to Designated Programs for six years after the end of the CAP Framework Agreement, which is anticipated to be **March 31, 2029**. If the Program Administrator will be winding up before the end of that period, the Program Administrator shall give the Minister a copy of all such documentation.

14. INSURANCE

- 14.1 **Insurance** - For the duration of the Term, the Program Administrator must, without limiting its liabilities herein, obtain and maintain the following insurance, in accordance with the *Alberta Insurance Act*:
- (a) General Liability Insurance, in an amount not less than \$2,000,000 inclusive per occurrence (having a total aggregate limit of liability per policy period of \$2,000,000), insuring against bodily injury, personal injury, and property damage including loss of use thereof.

- (b) Insurance covering against the dishonesty of employees in the form of a Comprehensive Crime insurance policy or fidelity bond covering all directors, officers and employees in an amount not less than \$25,000.00 for any one loss. Such coverage shall extend to include monies and property entrusted to the Program Administrator and any monies or property for which the Program Administrator may be legally liable.
- (c) All required insurance must be in forms and amounts acceptable to the Minister.
- (d) All required insurance must be primary and not require the prorate sharing or the pro rata sharing of any loss by any insurer of the Minister.
- (e) All required insurance must be endorsed to provide 30 calendar days advance written notice of cancellation, including for non-payment of premium, to the Minister.

14.2 Proof of Insurance – Prior to advance of the first payment and at any other time requested by the Minister, the Program Administrator must provide the Minister with evidence of insurance acceptable to the Minister in the form of a detailed certificate of insurance. At any time requested by the Minister, the Program Administrator must provide certified copies of all required insurance to the Minister. Delivery to and examination by the Minister of any policy of insurance evidencing such insurance shall not relieve the Program Administrator of any of its obligations pursuant to the provisions of this Agreement and shall not operate as a waiver by the Minister of any rights.

15. LIABILITY AND INDEMNITY

15.1 Limitation and other liabilities – Except as specifically agreed to herein, the Minister will not be responsible for any cost, expense, or loss resulting from any loan or other obligation which the Program Administrator may enter into in connection with a Designated Program.

15.2 Indemnification – Each Party shall indemnify and hold harmless the other in accordance with the following terms and conditions:

15.2.1 The Program Administrator agrees to indemnify and hold harmless the Minister, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:

- (a) The Program Administrator's breach of this Agreement, or
- (b) The negligence, other tortious act or willful misconduct of the Program Administrator, or those for whom it is legally responsible, in relation to the performance of its obligations under this Agreement.

15.2.2 The Minister agrees to indemnify and hold harmless the Program Administrator, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:

- (a) the Minister's breach of this Agreement, or
- (b) The negligence, other tortious act or willful misconduct of the Minister, or those for whom the Minister is legally responsible, in relation to the performance of its obligations under this Agreement.

15.3 Article 15 shall survive the expiration or earlier termination of this Agreement.

16. NOTICES

16.1 **Notices** – All notices or documents required or permitted to be given or submitted by one Party to the other under this Agreement shall be deemed given or submitted to the other Party if in writing and either personally delivered, sent by registered mail, transmitted by fax or sent by e-mail to the office of the addressee as noted below:

For the Minister: Brent McEwan, Executive Director
Industry Governance and Research Coordination
Primary Agriculture Division
Agriculture and Forestry
Main Floor, J.G. O'Donoghue Building
7000 – 113 Street
Edmonton, AB T6H 5G6
Phone: (780) 644-1507
E-mail: brent.mcewan@gov.ab.ca

For the Program Administrator: Dr. Mark Redmond, Chief Executive Officer
Results Driven Agriculture Research
250 Karl Clark Rd NW
Edmonton, AB T6N 1E4
Phone: (780) 718-0576
E-mail: mark.redmond@rdar.ca

16.2 **Method of Notice** – A written notice terminating this Agreement shall be personally delivered or sent by registered mail. All other notices or copies of documents may be given by any one or a combination of the following:

- (a) personal delivery which will be effective on proof of delivery
- (b) registered mail which will be effective on proof of receipt;
- (c) ordinary mail which will be effective seven (7) calendar days after the date on which the notice was mailed; or
- (d) subject to section 16.3 (E-Mail), electronic mail which will be effective on receipt by the recipient.

16.3 **E-Mail** – Notices or documents may be served by electronic mail if the notice or document is sent to the designate specified in section 16.1 (Notices) at the specified address, and

- (a) the electronic agent receiving the document or notice at that address receives the notice or document in a form that is usable for subsequent reference, and
- (b) the sending electronic agent obtains or receives a confirmation that the transmission to the address of the person to be served was successfully completed.

16.4 Change of contact – Each Party may change its representative and contact information for purposes of section 16.1 (Notices) by notice to the other Party in the manner noted in section 16.2 (Method of Notice).

17. GENERAL PROVISIONS

17.1 Right of Set-Off – The Program Administrator agrees that the Minister may set-off against any other grant, or amount payable to the Program Administrator under any programs administered within Alberta Agriculture and Forestry, any amounts that becomes repayable by the Program Administrator to the Minister under the provisions of this Agreement.

17.2 Intellectual Property Rights – The Program Administrator will include provisions in its Designated Programs or agreements that vests title to intellectual property resulting from research and/or development activities under Designated Programs in the Ultimate Beneficiaries.

17.3 Assignment – The Program Administrator may not assign this Agreement or any part of it without the prior written consent of the Minister.

17.4 Waiver – Any waiver by any Party of the performance by another of an obligation under this Agreement must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed otherwise.

17.5 Conflict of Interest – The Program Administrator will include provisions in its Designated Programs or agreements that contain as a condition of funding that no current or former federal public officeholder or federal public servant to whom the *Conflict of Interest Act* (Canada), the Conflict of Interest Code for Members of the House of Commons, or the Values and Ethics Code for the Public Sector and the Policy on Conflict of Interest and Post-Employment applies will derive any advantage or benefit from a Designated Program unless the provision or receipt of such advantage or benefit is in compliance with such legislation, codes and policies.

17.6 Eligibility of Members of the House of Commons and the Senate – No member of the House of Commons or of the Senate will be allowed to derive any financial advantage resulting from the CAP Funding that would not be permitted under the *Parliament of Canada Act*.

17.7 Representation – Nothing in this Agreement is to be construed as authorizing one Party to contract or incur any obligation on behalf of the other Party or to create a partnership or agency relationship between the Parties. Neither Party will represent itself or hold itself out as being a partner or agent of the other.

- 17.8 **Legal Proceedings** – In the event that the Program Administrator is named in an action or a proceeding relating to this Agreement or relating to activities undertaken pursuant to or as a result of this Agreement, the Program Administrator will provide particulars of the proceeding to the Minister. If the Minister considers the action or proceeding to be related to the Bilateral Agreement or relating to activities undertaken pursuant to or as a result of the Bilateral Agreement, the Minister may forward the particulars to the Federal Minister.
- 17.9 **Dispute Resolution** – In the event of any dispute or material disagreement regarding the interpretation or application of any provision of this Agreement, either party may give the other party written notice setting out the nature of the dispute. The dispute will be addressed through discussion among senior officials within sixty (60) days after notice.
- 17.10 **Holidays and Effective Dates** – The Parties acknowledge that, where a date is set out in this Agreement for the production of reports or for the taking of decisions, and that date falls on a statutory holiday or the day prior to a statutory holiday of either Party, the date will be interpreted as being moved to the next business day.
- 17.11 **Disclosure by the Minister** – The Program Administrator acknowledges and agrees that the Minister may disclose this Agreement and its contents by any means chosen by the Minister, including without limitation, tabling it before the Legislature. Grants are publicly disclosed on the Government of Alberta’s grant payment disclosure site in accordance with section 11(d) of the *Fiscal Planning and Transparency Act*.

IN WITNESS WHEREOF the Minister has caused this Agreement to be executed by its duly authorized representative this 30 day of March, 2021.

HER MAJESTY THE QUEEN IN RIGHT
OF ALBERTA as represented by the
Minister of Agriculture and Forestry

Per: B. Langer / Acting DM

Name

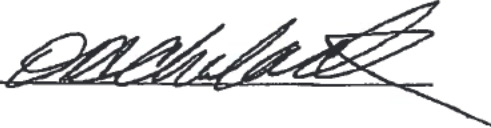
Title

IN WITNESS WHEREOF RDAR has caused this Agreement to be executed by its duly authorized representatives this 26 day of MARCH, 2021.

**RESULTS DRIVEN AGRICULTURE
RESEARCH**

**RESULTS DRIVEN AGRICULTURE
RESEARCH**

Per: _____



Per: _____

David Chalack

Melissa Downing

Chair

Vice Chair

IN WITNESS WHEREOF RDAR has caused this Agreement to be executed by its duly authorized representatives this 26 day of MARCH, 2021.

**RESULTS DRIVEN AGRICULTURE
RESEARCH**

Per: _____

David Chalack

Chair

**RESULTS DRIVEN AGRICULTURE
RESEARCH**

Per:  _____

Melissa Downing

Vice Chair

SCHEDULE "A"

to the CAP Program Administrator Agreement

DESIGNATED PROGRAMS AND PERFORMANCE MEASURES
AS OF THE EFFECTIVE DATE

Priority 2: SCIENCE, RESEARCH AND INNOVATION	
Alberta Theme Area: SCIENCE AND RESEARCH	
<ul style="list-style-type: none"> • The Designated Programs within this provincial theme will: <ul style="list-style-type: none"> ➢ Facilitate improved growth and competitiveness by accelerating the adoption of innovative technologies, products, practices, and processes. 	
DESIGNATED PROGRAMS	
<p>I: Accelerating the Advancement of Agricultural Innovations</p> <p>Purpose:</p> <ul style="list-style-type: none"> • To support applied research projects that demonstrate the feasibility and potential for real world application of new innovations (products, technologies, processes, practices) by determining if the new innovation is appropriate for use in Alberta by the end-user and how easily it can be adopted. • This program may also support the Markets and Trade priority area by advancing growth in Alberta's sector. Where selected projects contribute to improved resource use/sustainable production practices, risk reduction/mitigation, or increased social license of the sector, the CAP Environmental Sustainability and Climate Change, Risk Management and/or Public Trust priority areas may also be addressed. • Projects may be selected based on alignment with priorities, which may include, but are not limited to primary production and/or crop/livestock production systems, food processing systems, environmental sustainability, climate change adaptation, etc. All projects supported by this program must include a knowledge translation and transfer (KTT) component. <p>The specific eligibility requirements related to activities and recipients will be outlined in the Terms and Conditions of the program and/or program Operational Documents.</p>	<p>Eligible Recipients, may include, but are not limited to:</p> <ul style="list-style-type: none"> • Research Organizations • Universities / Post-Secondary Institutions • Industry Associations /Groups • Primary Producers • Processors / Value-Added

Eligible Activities:

- Alberta will provide a contribution to capital purchases of equipment/technology, including modifications, and/or proportionate wages to support activities such as, but not limited to:
 - Proof of concept projects that take a new technological innovation and assess it under specific conditions to evaluate its potential application in Alberta;
 - Feasibility projects that assess the benefits, financial conditions, market opportunities and suitability of a new innovation for use in Alberta;
 - KTT and/or extension events and products for the transfer of knowledge on new innovations from applied research to relevant Alberta's Sector;
 - KTT and/or extension events and products for the demonstration of new innovations from applied research to relevant Alberta's Sector.

Ineligible Activities:

- Activities related to basic research or items that are fully commercialized in Alberta will be ineligible; and,
- Any activity deemed by the Minister to be ineligible under the CAP Framework Agreement, including
 - Business risk management programs that aim to provide agriculture producers with tools to manage business risks which are largely beyond their control
 - Normal and ongoing operating and maintenance costs incurred by recipients, except as otherwise specified in Bilateral Agreement
 - Use of funding to subsidize purchase of common items that can be used for multiple purposes (e.g. digital cameras, GPS, smartphones, measuring tapes) except as otherwise specified in the Bilateral Agreement
 - Activities that do not provide a direct benefit to the Sector
 - Activities related to aquaponics food production, and to aquaculture, seaweed, fish and seafood production and processing (exception: international marketing and traceability activities for fish and seafood);
 - Tax credits or rebates; and

<ul style="list-style-type: none"> • Development and enforcement of regulations • Costs related to roads, such as off-farm transportation corridors; purchase of land; multi-purpose/commonly used equipment such as computer hardware/software; drainage activities that are not of primary benefit to the Sector. 	
<p>2: Adapting Innovative Solutions in Agriculture</p> <p>Purpose:</p> <ul style="list-style-type: none"> • To support applied research projects that advance the adaptation of existing innovative technologies, products, practices and processing for Alberta-specific conditions. Through the projects, the innovative concepts that will be supported are known to work under specific conditions in another jurisdiction or industry but have not been adapted for use in Alberta. • This program will also support the Markets and Trade priority area by advancing growth in Alberta's sector. Where selected projects contribute to improved resource use/sustainable production practices, risk reduction/mitigation, or increased social license of the sector, the CAP Environmental Sustainability and Climate Change, Risk Management and/or Public Trust priorities will also be addressed. • Projects may be selected based on alignment with priorities, which may include, but are not limited to primary production and/or crop/livestock production systems, food processing systems, environmental sustainability, climate change adaptation, etc. All projects supported by this program must include a knowledge translation and transfer (KTT) component. <p>The specific eligibility requirements related to activities and recipients will be outlined in the Terms and Conditions of the program and/or program Operational Documents.</p> <p>Eligible Activities:</p> <ul style="list-style-type: none"> • Alberta will provide a contribution to capital purchases of equipment/technology, including modifications, and/or proportionate wages to support activities such as, but not limited to: <ul style="list-style-type: none"> ○ Demonstration projects that adapt existing innovations (pre-commercial or commercial) with growth potential for use in Alberta agriculture sectors 	<p>Eligible Recipients, may include, but are not limited to:</p> <ul style="list-style-type: none"> • Research Organizations • Universities / Post-Secondary • Institutions • Industry Associations /Groups • Primary Producers • Processors / Value-Added

- Pilot projects that scale up adapted innovations with growth potential under Alberta-specific conditions for use in Alberta agriculture sectors
- KTT and/or extension events and products for the transfer of knowledge on adapted innovations from applied research to relevant Alberta agriculture sectors.
- KTT and/or extension events and products for the demonstration of adapted innovations from applied research to relevant Alberta agriculture sectors.

Ineligible Activities:

- Activities related to basic research or items that are fully commercialized in Alberta will be ineligible; and,
- Any activity deemed by the Minister to be ineligible under the CAP Framework Agreement, including:
 - Business risk management programs that aim to provide agriculture producers with tools to manage business risks which are largely beyond their control
 - Normal and ongoing operating and maintenance costs incurred by recipients, except as otherwise specified in Bilateral Agreement
 - Use of funding to subsidize purchase of common items that can be used for multiple purposes (e.g. digital cameras, GPS, smartphones, measuring tapes) except as otherwise specified in the Bilateral Agreement
 - Activities that do not provide a direct benefit to the Sector
 - Activities related to aquaponics food production, and to aquaculture, seaweed, fish and seafood production and processing (exception: international marketing and traceability activities for fish and seafood);
 - Tax credits or rebates; and
 - Development and enforcement of regulations
 - Costs related to roads, such as off-farm transportation corridors; purchase of land; multi-purpose/commonly used equipment such as computer hardware/software; drainage activities that are not of primary benefit to the Sector.

PERFORMANCE MEASUREMENT	
Intermediate (Mid-Term)	
Outcomes:	Indicators:
New agriculture and agri-food technologies are generated and commercialized. (1)	<ul style="list-style-type: none"> • # of new technologies (products, practices, processes and systems) that are developed by type of Industry. (1.1) • # of new technologies (products, practices, processes, and systems) that are assessed under research conditions by type of Industry. (1.2) • # of new technologies (products, practices, processes, and systems) that are demonstrated on-farm or in-plant by type of Industry. (1.3) • # of new technologies (products, practices, processes, and systems) that are utilized by type of Industry. (1.5)
Immediate (Short-Term)	
Outcomes:	Indicators:
New knowledge is being transferred to the sector (2)	<ul style="list-style-type: none"> • # of training/knowledge transfer events by event type. (2.1) • # of participants at training/knowledge transfer events by event type. (2.2) • # of new knowledge transfer products developed (i.e. brochures, factsheets, flyers, guides, articles in trade magazines, technical bulletins, and social media items). (2.3)
RESULTS REPORTING: FINANCIAL INFORMATION	
Activity Areas:	Types of Recipient:
<ul style="list-style-type: none"> • International market development • Domestic market development • Business development • Environment, climate change mitigation and/or adaptation modernization • Research • Training, knowledge transfer and awareness raising • Adopting a new technology, activities/practices, process or product • Assurance activities • System, equipment, and facility modernization 	<ul style="list-style-type: none"> • Primary producer • Producer organization • Processor • Processor organization • Other industry organizations • Research bodies • Retailer/ Wholesaler/ Input supplier • Provincial/Territorial government • Indigenous government/ Indigenous community/ Indigenous group • Municipal governments

<ul style="list-style-type: none">• Pre-commercial development, prototyping and demonstration• Commercialization• Miscellaneous (please specify)	
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SCHEDULE "B"

to the CAP Program Administrator Agreement

PROPOSED DESIGNATED PROGRAM AND PERFORMANCE MEASURES

Priority 2: SCIENCE, RESEARCH AND INNOVATION

Alberta Theme Area: SCIENCE AND RESEARCH

- The Designated Programs within this provincial theme will:
 - Facilitate improved growth and competitiveness by accelerating the adoption of innovative technologies, products, practices, and processes.

DESIGNATED PROGRAMS

1: Accelerating the Advancement and Adoption of Agricultural Innovations

- **Purpose: to support research activities and projects that;**
 - demonstrate the feasibility and potential for application of new innovations (products, technologies, processes and practices) by determining if the new innovation is appropriate for use in Alberta by the end-user and how easily it can be adopted;
 - advance the adaptation of existing innovative technologies, products, practices and processing for Alberta-specific conditions.
 - advance new innovations or those proven to work outside Alberta or in industries other than agriculture; or
 - evaluate, adapt or demonstrate the feasibility and potential of such innovations for application under Alberta-specific conditions and producer needs.

The activities are to advance the priority research areas of:

- enhanced productivity, profitability and competitiveness;
- sustainable and responsible agricultural production;
- market demands: food safety, quality, value-added products and diversification; and
- extension and knowledge transfer.

Projects may be selected based on alignment with priorities, which may include, but are not limited to primary production and/or crop/livestock production systems, food processing systems, environmental sustainability, climate change adaptation, etc. All projects supported by this program must include a knowledge translation and transfer (KTT) component.

The specific eligibility requirements related to activities and recipients will be outlined in the Program Terms and Conditions and/or program Operational Documents.

Eligible Recipients (Ultimate Beneficiaries)

Eligible Recipients, may include, but are not limited to:

- Primary Producers;
- Industry Organizations;
- Post-Secondary Institutions;
- Municipal Governments;
- Alberta Government, Alberta government agencies, provincial corporations, and statutory corporations;
- incorporated not-for-profit agricultural associations representing Alberta's agriculture producer;
- for-profit entities including research companies, service providers, and agri-businesses offering custom services, consulting services or general services to agricultural clients;
- Indian Bands; and
- Metis Settlements.

Eligible Activities:

Eligible activities that support the science, research and innovation Priority Area may include, but are not limited to:

- a) investing in primary research that is closely aligned with the provincial needs of the Sector;
- b) public-private collaboration on research and research priority-setting;
- c) helping producer groups demonstrate and evaluate new agricultural practices and technologies at the local level;
- d) sharing and dissemination of research knowledge, including through events such as workshops and symposia;
- e) targeting support for farms and firms to accelerate adoption of new or improved products, processes or practices that add value;
- f) accelerating the adoption of transformative technologies in collaboration with the Sector;
- g) support for farms and firms to develop or adapt new or improved products, processes or practices that add value;
- h) strategic investments in the use and development of clean and sustainable technology and processes;
- i) developing highly qualified personnel with a direct benefit to the Sector, within colleges, universities and research institutions;

- j) facilitating public-private partnerships for the development of innovation facilities for producers and processors;
- k) providing commercialization support through the establishment or expansion of commercialization and other risk-sharing activities; and
- l) other activities related to research, development and knowledge transfer.

Ineligible Activities:

The following activities are not eligible for funding through the Program:

- a) scale-up of new technologies beyond pilot studies;
- b) commercial marketing activities for products and technologies created through Project activities;
- c) ongoing website updating and maintenance;
- d) new builds or expansions for structure and structural modifications;
- e) aquaculture or aquaponics;
- f) any other activity deemed by RDAR to be ineligible; and
- g) the following activities listed in sections 6.8 and 13.9.3 of the CAP Framework Agreement:
 - business risk management programs that aim to provide agriculture producers with tools to manage business risks which are largely beyond their control;
 - normal and ongoing operating and maintenance costs incurred by recipients, except as otherwise specified in Bilateral Agreement;
 - use of funding to subsidize purchase of common items that can be used for multiple purposes (e.g. digital cameras, GPS, smartphones, measuring tapes) except as otherwise specified in the Bilateral Agreement;
 - activities that do not provide a direct benefit to the Sector;
 - activities related to aquaponics food production, and to aquaculture, seaweed, fish and seafood production and processing (exception: international marketing and traceability activities for fish and seafood);
 - tax credits or rebates;
 - development and enforcement of regulations; and
 - Costs related to Sector Infrastructure projects and Capital items include, but are not limited to: roads, such as off-farm transportation corridors; purchase of land; multi-purpose/commonly used equipment such as computer hardware/software, digital cameras, GPS; and drainage activities that are not of primary benefit to the Sector.

PERFORMANCE MEASURES	
Intermediate (Mid-Term)	
Outcomes:	Indicators:
New agriculture and agri-food technologies are generated and commercialized. (1)	<ul style="list-style-type: none"> • # of new technologies (products, practices, processes and systems) that are developed by type of Industry. (1.1) • # of new technologies (products, practices, processes, and systems) that are assessed under research conditions by type of Industry. (1.2) • # of new technologies (products, practices, processes, and systems) that are demonstrated on-farm or in-plant by type of Industry. (1.3) • # of new technologies (products, practices, processes, and systems) that are utilized by type of Industry. (1.5)
Immediate (Short-Term)	
Outcomes:	Indicators:
New knowledge is being transferred to the sector (2)	<ul style="list-style-type: none"> • # of training/knowledge transfer events by event type. (2.1) • # of participants at training/knowledge transfer events by event type. (2.2) • # of new knowledge transfer products developed (i.e. brochures, factsheets, flyers, guides, articles in trade magazines, technical bulletins, and social media items). (2.3)

RESULTS REPORTING: FINANCIAL INFORMATION	
Activity Areas:	Types of Recipient:
<ul style="list-style-type: none"> • International market development • Domestic market development • Business development • Environment, climate change mitigation and/or adaptation modernization • Research • Training, knowledge transfer and awareness raising 	<ul style="list-style-type: none"> • Primary producer • Producer organization • Processor • Processor organization • Other industry organizations • Research bodies • Retailer/ Wholesaler/ Input supplier • Provincial/Territorial government

<ul style="list-style-type: none">• Adopting a new technology, activities/practices, process or product• Assurance activities• System, equipment, and facility modernization• Pre-commercial development, prototyping and demonstration• Commercialization• Miscellaneous (please specify)	<ul style="list-style-type: none">• Indigenous government/ Indigenous community/ Indigenous group• Municipal governments
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SCHEDULE "C"

to the CAP Program Administrator Agreement

LIST OF ASSIGNED GRANTS

Part 1 – Assigned Blended Grants to be primarily administered under this CAP Program Administrator Agreement

- Lethbridge College** - The Board of Governors of Lethbridge College; dated October 7, 2020; Amount up to \$1,402,200 (\$1.4022M); Project: Transition Project regarding Alberta Irrigation Technology Centre and Brooks Research Station:

Source	\$ Amount	%	\$ Paid by AF
AF Funding	233,700	16.7	233,700
CAP Funding	1,168,500	83.3	1,168,500
Total	1,402,200	100	1,402,200
Balance Remaining (RDAR)	0		

- Lethbridge College** – The Board of Governors of Lethbridge College; dated November 1, 2020; Amount up to \$304,800; Project: transition funding for Alberta Irrigation Technology Centre (AITC).

Source	\$ Amount	%	\$ Paid by AF
AF Funding	50,800	16.7	50,800
CAP Funding	254,000	83.3	254,000
Total	304,800	100	304,800
Balance Remaining (RDAR)	0		

- Lethbridge College** – The Board of Governors of Lethbridge College; dated November 1, 2020; Amount up to \$237,000; Project: transition funding for Brooks Greenhouse.

Source	\$ Amount	%	\$ Paid by AF
AF Funding	39,500	16.7	39,500
CAP Funding	197,500	83.3	197,500
Total	237,000	100	237,000
Balance Remaining (RDAR)	0		

- Olds College** – The Board of Governors of Olds College; dated effective December 1, 2020; amount up to \$10,500,000 (\$10.5M); Project: transition regarding barley/triticale research.

Source	\$ Amount	%	\$ Paid by AF
AF Funding	3,500,000	33.3	
CAP Funding	7,000,000	66.7	3,500,000
Total	10,500,000	100	3,500,000
Balance Remaining (RDAR)	7,000,000		

5. **Lakeland College** – The Board of Governors of Lakeland College; dated effective December 17, 2020; amount up to \$1,985,000 (\$1.985M); Project: transition regarding pulse and special crop agronomy research and beef research.

Source	\$ Amount	%	\$ Paid by AF
AF Funding	488,000	24.6	488,000
CAP Funding	1,497,000	75.4	1,497,000
Total	1,985,000	100	1,985,000
Balance Remaining (RDAR)	0		

Part 2 - Assigned CAP Grants to be administered under this CAP Program Administrator Agreement

For the Adapting program:

1. 2019N001X Suitability of Industrial Hemp as a Cash Crop in the North Peace
2. 2019N002X New methods to manage fertility for crop rotations
3. 2019N007X Adapting innovative solutions for increased barley profitability in Alberta: expanding malt cultivar end-use
4. 2019N008X Adapting post-partum treatment of dairy cows with meloxicam oral suspension to the Alberta Industry
5. 2019N011X Demonstrate response of seed and forage crops to potential agronomic practices and do KTT in SARDA Ag mandate area
6. 2019N012X Perfectly placed: adapting row-crop planters for enhanced crop production in Alberta
7. 2019N013X Adoption of Regenerative, Environmentally Sustainable Agricultural Practices
8. 2019N015X Evaluating Sire Progeny Links, Breeding Plans and Information Management in Multi Sire Breeding Scenarios on Commercial Herds
9. 2019N016X Evaluating Sire Progeny Links, Breeding Plans and Information Management in Multi Sire Breeding Scenarios on Commercial Herds
10. 2019N023X Longevity of Perennial Forage Varieties and Mixes Evaluation Trial
11. 2019N025X Study of Longevity of Selected Perennial Forage Varieties and Mixes
12. 2019N026X Study of Longevity of Selected Perennial Forage Varieties and Mixes
13. 2019N030X Evaluating Sire Progeny Links, Breeding Plans and Information Management in Multi-Sire Breeding Scenarios on Commercial Herds

For the Adapting program:

14. 2019N032X Study of Longevity of Selected Perennial Forage Varieties and Mixes
15. 2019N036X Study of Longevity of Selected Perennial Forage Varieties and Mixes
16. 2019N045X Evaluation of Strategic Land Use Options through Forage, Crop and Livestock Integration
17. 2019N047X Grain Self Feeder Designed for Bison
18. 2020N005X Evaluation of the Impact of Non-Traditional Management Practices on Select Soil Health Parameters in Alberta
19. 2020N006X Evaluation of Soil Health Benefits from Improved Crop Diversity in Alberta
20. 2020N010X Evaluate foliar applications of liquid urea + fulvic acid for nitrogen use efficiency and yield
21. 2020N011X Rancher Researcher Enhancing Technology Adoption Project
22. 2020N012X Cover Crop Weed Suppression in Field Pea After Herbicide Group 2 Application
23. 2020N013X Rancher Researcher Enhancing Technology Adoption Project
24. 2020N014X Impact of Soil pH >7.2 on crop yield (wheat, yellow peas & canola) and clubroot disease
25. 2020N015X Rancher Researcher Enhancing Technology Adoption Project
26. 2020N016X Rancher Researcher Enhancing Technology Adoption Project
27. 2020N017X Rancher Researcher Enhancing Technology Adoption Project
28. 2020N018X Rancher Researcher Enhancing Technology Adoption Project
29. 2020N019X Rancher Researcher Enhancing Technology Adoption Project
30. 2020N020X Rancher Researcher Enhancing Technology Adoption Project
31. 2020N021X Enhancing Yield and Nutrient Use Efficiency of Crops under Subsurface Drip Fertigation in Southern Alberta
32. 2020N022X Rancher Researcher Enhancing Technology Adoption Project
33. 2020N023X Impact of Soil pH >7.2 on Crop Yield (wheat, yellow peas & canola)
34. 2020N024X Comparison of Traditional Crop Inputs and Biostimulants Application on Wheat, Canola and Peas in Alberta
35. 2020N025X Rancher Researcher Enhancing Technology Adoption Project
36. 2020N026X Mass storage of summer-mated queens during the winter in Alberta
37. 2020N027X Yield and Quality of Annual Crop Mixtures and Alternative Annual Crops for Forage Production in Alberta
38. 2020N028X Evaluation of Perennial Forage Mixes for Hay or Pasture
39. 2020N029X Yield and Quality of Annual Crop Mixtures and Alternative Annual Crops for Forage Production in Alberta
40. 2020N030X Evaluation of Perennial Forage Mixes for Hay or Pasture
41. 2020N031X Yield and Quality of Annual Crop Mixtures and Alternative Annual Crops for Forage Production in Alberta
42. 2020N032X Yield and Quality of Annual Crop Mixtures and Alternative Annual Crops for Forage Production in Alberta
43. 2020N033X Evaluation of Perennial Forage Mixes for Hay or Pasture
44. 2020N034X Evaluation of Perennial Forage Mixes for Hay or Pasture

For the Adapting program:

45. 2020N035X Yield and Quality of Cereal and Alternative Annual Crops for Forage Production in Alberta
46. 2020N037X The Forage Production and Quality Potential, and Ecosystem Functions of Perennial Forage Mixes
47. 2020N038X The Forage Production and Quality Potential and Ecosystem Functions of Perennial Forage Mixes
48. 2020N039X Yield and Quality of Annual Crop Mixtures and Alternative Annual Crops for Forage Production in Alberta
49. 2020N040X Evaluation of Perennial Forage Mixes for Hay or Pasture
50. 2020N041X Yield and Quality of Annual Crop Mixtures and Alternative Annual Crops for Forage Production in Alberta
51. 2020N042X Yield and Quality of Annual Crop Mixtures and Alternative Annual Crops for Forage Production in Alberta
52. 2020N043X Tools for Implementing and Measuring Regenerative Practices for Agricultural Systems
53. 2020N044X Evaluation of Perennial Forage Mixes for Hay or Pasture
54. 2020N045X Intercropping/Companion Cropping System to Improve the Land-use Efficiency and Soil Health Parameters in Alberta
55. 2020N046X Evaluation of the interaction between seed size and seeding depth on canola establishment and yield
56. 2020N047X Evaluation of the interaction between seed size and seeding depth on canola establishment and yield
57. 2020N048X Evaluation of the interaction between seed size and seeding depth on canola establishment and yield
58. 2020N049X BRRG Hybrid Corn Seeded with a Precision Planter and Climate Fieldview Platform
59. 2020N051X Crop Weed Management Technology Adoption for Organic and Conventional Farming to Eliminate Chemical Dependence
60. 2020N052X On-farm Evaluation of Corn Hybrids for Forage Production in East-Central Alberta
61. 2020N053X Evaluate the Potential of Hemp as a Forage Crop in East-Central Alberta
62. 2020N054X Advancing Alberta's Agricultural Genomics Priorities through Effective Federal and Industrial Partnerships
63. 2020N056X Extension and Co-ordination of Turf and Forage Seed Research in Alberta
64. 2021N001X Porcine Epidemic Diarrhea Virus(PEDv) Viability During Manure Storage in Alberta
65. 2021N002X Improving and Adapting Forage and Crop Production Knowledge, Technology and Production Practices for Ranches & Farmers

For the Accelerating program:

1. "One Off" 2020A039X MARA Accelerating Advancement of Agricultural Innovation
2. "One-Off" 2019A017X A Strategic Initiative Supporting Sustainable Feed Grain and Forage Production and Utilization in Alberta

For the Accelerating program:

3. "One-Off" 2020A032X GRO Accelerating the Advancement of Agricultural Innovation
4. "One-Off" 2020A033X SARDA Accelerating the Advancement of Agricultural Innovation
5. "One-Off" 2020A034X BRRG Accelerating the Advancement of Agricultural Innovation
6. "One-Off" 2020A035X PCBFA Accelerating Advancement of Agricultural Innovation
7. "One-Off" 2020A036X NPARA Accelerating Advancement of Agricultural Innovation
8. "One-Off" 2020A037X CARA Accelerating Advancement of Agricultural Innovation
9. "One-Off" 2020A038X FS Accelerating Advancement of Agricultural Innovation
10. "One-Off" 2020A040X GWFA Accelerating Advancement of Agricultural Innovation
11. "One-Off" 2020A041X FFGA Accelerating the Advancement of Agricultural Innovation
12. "One-Off" 2020A042X LARA Accelerating the Advancement of Agricultural Innovation
13. "One-Off" 2020A043X WCFA Accelerating the Advancement of Agricultural Innovation
14. "One-Off" 2020A044X Accelerating the Advancement of Agricultural Innovation
15. 2019A006X Developing a Total Quality Management System for Alberta Feedlots and Beef Packing Plants
16. 2019A009X Enhancing Science Adoption with Modern Communications Tools - Virtual Reality, 360-degree videos, Podcasts and Apps
17. 2019A011X Non-Antimicrobial Treatment of Scours in Calves
18. 2019A013X Agronomic Influences on Fiber and Grain Yield in Industrial Hemp
19. 2019A016X Production and Health Impacts from Seasonal Feeding of Garlic Products to Growing Cattle
20. 2020A001X Assessment of ESN on the productivity and Grain Quality of Wheat and Barley in Northeastern Alberta
21. 2020A026X Detailed Routine Surveillance of the antibiotic sensitivity of respiratory pathogens in feedlot cattle: a demonstration project
22. 2020A027X Assessing the allelopathic effects of cover crops on a crop rotation in the North Peace Region, Alberta
23. 2020A029X Prairie Tree Innovation Project (PTIP)
24. 2020A031X The Impact of Topdressing on the Agronomic Performance of Spring Wheat in Northeast Alberta
25. 2021A001X Advantages of Seeding Ultra-Early Spring Wheat in Alberta

SCHEDULE "D"
to the CAP Program Administrator Agreement
NEW DESIGNATED PROGRAM PROCESS

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SCHEDULE "E"
to the CAP Program Administrator Agreement

ONE-OFF GRANTS

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