



Animal Health Biosecurity Producer Program Terms and Conditions

1.0 Purpose

The purpose of the *Growing Forward 2* Animal Health Biosecurity Producer Program is to provide financial support to Alberta Primary Agriculture Producers to adopt best practices in animal biosecurity and appropriately manage biosecurity risks to enable competitiveness in domestic and international markets, and to enhance adaptability and sustainability for the agricultural sector.

The Program targets Primary Agriculture Producers and Producer-Graders by providing financial support for the adoption of commodity specific national on-farm biosecurity measures and for the implementation of commodity-based specific Disease Risk Management (DRM) practices.

There is limited funding in the *Growing Forward 2* Animal Health Biosecurity Producer Program. Applications will be considered for approval on a first come, first served basis, subject to the Program funding constraints.

If an Application is approved, funds will be granted to the Applicant pursuant to a Grant Agreement that is in the form of an Approval Letter or an Executed Agreement. If the Minister approves an Application for \$50,000 grant dollars or less, the Applicant will be sent an Approval Letter. If the Minister approves an Application for more than \$50,000 grant dollars, the Applicant must enter into an Executed Agreement with the Minister.

2.0 Definitions

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

- 2.1 **AF:** means Alberta Agriculture and Forestry.
- 2.2 **Applicant:** means the legal entity that submits an Application and meets the eligibility criteria in s. 3.1.
- 2.3 **Application:** means the Program application form and all documents required to be submitted pursuant to that form and the Program Terms and Conditions.
- 2.4 **Approval Letter:** means the letter sent by AF to an Applicant notifying the Applicant that the Applicant has been approved for a grant, specifying the details of the grant, describing the Project, and listing the Eligible Expenses, as may be amended.
- 2.5 **Biosecurity:** means the implementation of practices aimed at the protection of animal health through the prevention, reduction or elimination of disease transmission.
- 2.6 **Eligible Expenses:** means the expenses listed in the Grant Agreement.
- 2.7 **Executed Agreement:** means the executed agreement between the Minister and an Applicant specifying the details of the grant, describing the Project, and listing the Eligible Expenses, as may be amended.
- 2.8 **Farm Service Provider:** means an individual, a registered partnership, or a corporation providing farm-level service to Livestock Producers in Alberta from a location typically situated off farm or beyond the farm gate.
- 2.9 **Federal Crown:** means Her Majesty the Queen in Right of Canada.
- 2.10 **Fiscal Year:** means the 12 month period beginning April 1 of any year and ending March 31 of the following year.
- 2.11 **Grant Agreement:** means an Approval Letter or an Executed Agreement.
- 2.12 **Growing Forward 2:** means the federal-provincial-territorial initiative to create a competitive,



adaptable and sustainable agricultural sector in Canada.

- 2.13 In-Kind Contributions:** means non-monetary contributions that defray the total cost of the Project, including the provision of unpaid labor, services, or equipment required in the planning, conducting or managing of a Project.
- 2.14 Livestock Producer:** means an individual or an Alberta registered entity operating in Alberta that is responsible for the day to day management and work on the farm, including responsibility for input costs for livestock operations, but does not include a landlord whose only interest in the crop or livestock is that of ownership of the land.
- 2.15 Minister:** means the Minister of AF and his authorized representative(s).
- 2.16 Premise ID:** means a unique identifying number assigned to the premises of the Livestock Producer by the Minister in accordance with the Animal Health Act;
- 2.17 Producer-Grader:** means a beekeeper that is an individual or an Alberta registered entity operating in Alberta that grades and packs honey produced in the beekeeper's apiaries located on their operations.
- 2.18 Program:** means the *Growing Forward 2* Animal Health Biosecurity Producer Program.
- 2.19 Program Term:** means the time period for the Program, being April 1, 2013 to March 31, 2018.
- 2.20 Program Terms and Conditions:** means the terms and conditions for the Program set out in this document, as may be amended.
- 2.21 Project:** means the activities described in the Grant Agreement that have Eligible Expenses associated with them.
- 2.22 Project Term:** means the time period between the Project start date and end date stated in the Grant Agreement.
- 2.23 Provincial Crown:** means Her Majesty the Queen in Right of Alberta.
- 2.24 Request for Payment Form:** means the form to be submitted by the Applicant, together with all documentation required to be submitted pursuant to that form and the Program Terms and Conditions, to request payment from the Program.

3.0 Eligibility

3.1 Eligible Applicants

- 3.1.1 Subject to s. 3.2.1, the following entities are eligible to apply to the Program:
- Livestock Producers that have a valid Premises ID; and
 - Producer-Graders.

3.2 Ineligible Applicants

- 3.2.1 The following entities are not eligible to apply to the Program:
- government agencies, research stations and post-secondary institutions;
 - Farm Service Providers;
 - not-for-profit organizations other than Hutterite Colonies;
 - a landlord whose only interest in the livestock or crop is that of ownership of the land;
 - fish and shellfish producers;
 - processors licensed to operate a facility in Alberta; and
 - any other entity deemed by the Minister to be ineligible.

3.3 Eligible Activities (must be approved by the Minister)



- 3.3.1 The following activities may be included in an Application:
- a) labor and salaried services, In-Kind Contributions and related employment expenses to implement Biosecurity projects, including third party's activities performed on the Applicant's facility, such as feasibility and risk assessments, development of farm emergency management protocols, on farm baseline studies and program evaluations;
 - b) Applicant and/or Applicant's staff participation in training sessions that increase on-farm implementation of Biosecurity practices (e.g. workshops, training seminars, printed materials);
 - c) the purchase of analytical/computer equipment, software and other technologies to be used to support the implementation and monitoring for Biosecurity practices on farm, up to a maximum of \$3,000;
 - d) the purchase of goods and services to deliver or implement a Biosecurity project;
 - e) building or renovating facilities, which result in significant improvements in the Biosecurity conditions;
 - f) building modifications to accommodate the installation of equipment or infrastructure associated with a Biosecurity project;
 - g) hiring a consultant to assist the Applicant in implementing a Biosecurity project; and
 - h) In-Kind Contributions by the Applicant directly related to the implementation of a Biosecurity project.
- 3.3.2 In completing a Project, the Applicant must:
- 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, labor, codes and standards, care and use of animals in research, wildlife habitat, and environmental protection.
- 3.3.3 Acceptance of an Application creates no obligation on the part of the Provincial Crown or Federal Crown to provide licenses or approvals under any legislation.

3.4 Ineligible Activities

- 3.4.1 Activities ineligible for payment under this Program include:
- a) the purchase of land or the construction of roads;
 - b) goods and services not specifically required for execution of the Project, in the sole discretion of the Minister;
 - c) activities that occurred prior to or after the Project Term; and
 - d) any other activity deemed by the Minister to be ineligible.

3.5 Eligible Expenses (must be approved by the Minister)

- 3.5.1 The following expenses may be included in an Application:
- a) costs for labor or salaried services and related employment expenses to deliver and implement Biosecurity projects;
 - b) expenses for private industry consultants to deliver and implement Biosecurity projects, up to a maximum of \$5,000;
 - c) costs of goods and services to deliver or implement Biosecurity projects;
 - d) costs for Primary Agriculture Producers, Producer-Graders or their staff to attend Biosecurity workshops, training seminars, and meetings;



- e) costs to purchase Biosecurity manuals and other educational materials;
 - f) costs for rental or lease of construction equipment or machinery to implement Biosecurity projects;
 - g) costs to perform third party feasibility and risk assessment activities related to Biosecurity;
 - h) reasonable travel related expenses, for Biosecurity training or education activities only, as set out in the Alberta *Growing Forward 2* Travel Expense Policy posted on the Alberta *Growing Forward 2* website, as may be amended;
 - i) In-Kind Contributions by the Applicant, subject to the limitation in s. 6.6;
 - j) costs of building or renovating facilities resulting in significant and demonstrable improvements in the Biosecurity conditions;
 - k) capital equipment upgrade purchases, provided the Applicant submits detailed plans describing how Biosecurity will be improved within the Applicant's facility; and
 - i) the cost of analytical/computer equipment and other technologies, together with software to be used to increase monitoring for Biosecurity reasons on farm, up to a maximum of \$3,000.
- 3.5.2 In incurring Eligible Expenses, the Applicant must follow a process that is transparent, fair, and promotes the best value for the money expended. Eligible Expenses incurred by the Applicant must be at competitive prices that are no greater than fair market value.
- 3.5.3 If the Minister, in his sole discretion, considers the amount of any Eligible Expense claimed by the Applicant to be unreasonable, the Minister may adjust the amount of that Eligible Expense to an amount the Minister considers reasonable.
- 3.5.4 If an Application is approved, all Eligible Expenses must be incurred by the Applicant during the Project Term.

3.6 Ineligible Expenses

- 3.6.1 Expenses that are not eligible for reimbursement under the Program and which must not be included in an Application include:
- a) Goods and Services Tax (GST);
 - b) expenses for the purchase of land or the construction of roads;
 - c) costs covered through any other federal or provincial government grants, programs or projects;
 - d) costs incurred prior to or after the Project Term, as determined by the Minister;
 - e) expenses associated with the day-to-day operations of the Applicant's farming or livestock operation; e.g. disposable gloves, ear tags, containers for waste, coveralls and boots, etc.;
 - f) expenses for ongoing laboratory testing;
 - g) expenses for deadstock removal;
 - h) travel expenses for assessment of, or instructions on, commercial products or services;
 - i) expenses related to the research and development of new technologies; and
 - j) any other expense deemed by the Minister to be an ineligible expense.

4.0 Applications

- 4.1 Applications must include:



- a) a completed Application form which:
 - i) is signed by an authorized representative of the Applicant;
 - ii) includes a Biosecurity commodity-specific risk assessment;
 - iii) includes a project description and work plan in Parts B and C that describes the project, including the objectives of the project, the main activities, location, how these activities will be carried out, and a budget; and
 - iv) includes all documents required to be submitted pursuant to the Program application form and Program Terms and Conditions; and
- b) any supplementary documentation requested by the Minister.

4.2 Applications must be delivered by mail to:

Growing Forward 2 Biosecurity Producer Program

Alberta Agriculture and Forestry
Animal Health and Assurance Division, Animal Health Branch
9th Floor, O.S. Longman Building
6909 – 116 Street Edmonton, AB T6H 4P2

4.3 There is limited funding available under the Program each Fiscal Year. Applications will be considered for approval on a first-come, first-served basis, subject to Program funding constraints, as follows:

- a) An Applicant's place in the funding queue will be reserved by submitting a signed Application to the Minister.
- b) Applicants will receive notification of incomplete Applications requesting required information or documentation.
- c) If an Applicant's revised Application is not submitted to the Minister within 14 days from the date of the notification letter and completed to the satisfaction of the Minister, the Applicant will lose their place in the funding queue and his/her Application may be cancelled.

4.4 The Minister will not approve an Application for which the total grant request is less than \$1,000.

4.5 The Minister may reject any Application that is inaccurate, incomplete or ineligible in the sole discretion of the Minister.

4.6 Applications must be signed by the Applicant or on behalf of the Applicant by a properly authorized representative. The Minister may require evidence of authorization. Personal designates are not permitted to sign Applications unless they have Power of Attorney (submitted with the Application). Either executors or administrators can sign on behalf of estates.

4.7 The Application will not be considered complete unless the Statement of Certification on the Program application form is signed.

4.8 Submission of an Application does not entitle the Applicant to a grant under the Program.

4.9 The Applicant acknowledges that the grant may not be sufficient to cover the entire cost of the Project, and that the Applicant shall be solely responsible for raising funds from other sources to complete the Project. The Applicant acknowledges that the grant is the only financial assistance the Minister will provide under the Program to the Applicant for the Project.

4.10 If an Application for \$50,000 grant dollars or less is approved by the Minister, the Applicant will be sent an Approval Letter.

4.11 If an Application for more than \$50,000 grant dollars is approved by the Minister, the Applicant must enter into an Executed Agreement with the Minister.

5.0 Amendments to the Grant Agreement

5.1 A Grant Agreement may be amended as follows during the Project Term:



- a) The Applicant may request that:
 - i. activities described in s. 3.3.1 be added to the Grant Agreement, or that approved activities described in the Grant Agreement be removed;
 - ii. expenses listed in s. 3.5.1 be added to the Grant Agreement, or that Eligible Expenses listed in the Grant Agreement be removed; or
 - iii. the Project Term be changed,by submitting a written request to the Minister outlining and justifying the proposed amendments.
 - b) If the Minister approves a proposed amendment, the Minister will:
 - i. send an amendment letter to the Applicant if the Grant Agreement is an Approval Letter; or
 - ii. enter into an amending agreement with the Applicant if the Grant Agreement is an Executed Agreement.
- 5.2** The Minister is not required to approve any proposed amendment to a Grant Agreement.
- 5.3** Prior to the Applicant receiving an amendment letter from the Minister or entering into an amending agreement with the Minister, any activities undertaken by the Applicant or expenses incurred by the Applicant that are not described in the Grant Agreement are undertaken and incurred by the Applicant at the Applicant's own risk as they may not be approved or funded by the Minister.

6.0 Funding Levels

- 6.1** The Program provides grants on a cost-shared, reimbursement basis to cover Eligible Expenses for Projects up to a maximum of \$150,000 for each Applicant during the Program Term.
- 6.2** Eligible Expenses shall be cost-shared up to 50% grant and 50% Applicant.
- 6.3** Funds received through any other *Growing Forward 2* Programs may not be used toward the cost-share requirements of this Program.
- 6.4** Funding received through other federal, provincial and municipal governments cannot exceed 100% of the Eligible Expenses claimed by the Applicant and paid under the Program. The amount of the grant shall be adjusted so that the total government funding for Eligible Expenses does not exceed 100% of these expenses.
- 6.5** In the event that federal funding levels are changed to the extent that the money available to the Minister to make the grant is reduced or eliminated, the Minister may, in his sole discretion, cancel or reduce the amount of the grant.
- 6.6** In-Kind Contributions must be directly related to the Project. In-Kind Contributions of farm labor will be funded at the actual rate paid by the Applicant up to a maximum rate of \$25 per hour for a reasonable number of hours, in the sole discretion of the Minister.
- 6.7** Farm visits performed by private industry consultants for the purpose of performing and filling in a risk assessment will be funded at the actual rate paid by the Applicant for the risk assessment up to a maximum of \$250 per risk assessment.

7.0 Grant Payments

- 7.1** Grant payments will be made on a reimbursement basis based on Eligible Expenses incurred and claimed by the Applicant and approved by the Minister pursuant to the Grant Agreement during the Project Term.
- 7.2** The only Eligible Expenses for which the Applicant may make a claim for reimbursement are the Eligible Expenses listed in the Grant Agreement which are directly incurred by the Applicant in completing the Project during the Project Term, unless otherwise authorized by the Minister.
- 7.3** To make a claim for reimbursement, the Applicant must submit the following:



- a) a completed Request for Payment Form with copies of all documentation (eg. time sheets, invoices, receipts, cheques, calculations, proof of payment) necessary to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all of the Eligible Expenses claimed; and
 - b) a status report or final report for the Eligible Expenses incurred and paid in the period covered by the report; and
 - c) any supplementary documentation requested by the Minister..
- 7.4** The determination of whether an expense incurred by the Applicant constitutes an Eligible Expense that is eligible for reimbursement is at the sole discretion of the Minister.
- 7.5** Eligible Expenses shall be calculated based on the actual out of pocket costs provided to the Applicant (i.e. cost of the Eligible Expense less any rebates, discounts, incentives, and/or credits, whether provided at the time of purchase or at a later date).
- 7.6** Projects and Eligible Expenses qualify only once for payment under the Program.
- 7.7** The amount of the grant stated in the Grant Agreement shall be adjusted based on the Eligible Expenses claimed by the Applicant and approved by AF, but shall not exceed the amount stated in the Grant Agreement.
- 7.8** Applicants cannot assign or defer any payment under this Program.
- 7.9** Payments may be considered farm support payments, and AGR-1 tax slips will be issued in the name of the Applicant, if applicable.
- 7.10** The Applicant shall not return for refund any items for which the Applicant has received a payment under the Program.
- 7.11** With the exception of items that are permanently affixed to the Applicant's land and the Applicant sells their land, the Applicant shall not sell or trade any items for which the Applicant has received a payment under the Program for at least three years after the end of the Project Term.

8.0 Timelines

- 8.1** The Project must be completed during the Project Term stated in the Grant Agreement.

9.0 Reporting Requirements

- 9.1** Unless otherwise specified by the Minister, the Applicant shall provide the Minister with written status reporting, to the Minister's satisfaction and on dates specified by the Minister, detailing:
- a) the status of the Project, including the estimated percentage of the work completed and the estimated date of completion, and a financial report detailing all expenditures to date;
 - b) any other grants received or to be received from any level of government in respect of the Project;
 - c) any material events, developments or circumstances arising in relation to the Project; and
 - d) any other information requested by the Minister.
- 9.2** Unless otherwise specified by the Minister, the Applicant shall provide the Minister with a written final report, to the Minister's satisfaction and on the date specified by the Minister, detailing:
- a) a list of the Project activities completed by the Applicant;
 - b) all the Project objectives that were met by the Applicant;
 - c) any other information requested by the Minister.
- 9.3** The Minister may request the Applicant to submit additional reports during the Term which the Applicant shall submit, to the Minister's satisfaction, on the dates specified by the Minister.

10.0 Verification



10.1 The Applicant must submit documentation to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all of the Eligible Expenses claimed. Documents the Applicant may submit to do this include:

- a) invoices for the claimed Eligible Expenses that are in the Applicant's name;
- b) proof of payment for the claimed Eligible Expenses.

The Applicant must also provide any other documentation requested by the Minister that the Minister requires to be satisfied that the Applicant incurred and paid the Eligible Expenses claimed.

10.2 All items on an invoice submitted by the Applicant must be listed separately, and the cost for each Eligible Expense must be clearly identified.

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

10.4 The Applicant agrees to give the Minister and representatives of the Minister access to examine their farming or business operation from the date of the Approval Letter or the effective date of the Executed Agreement until six years following the end of the Project Term. The Applicant agrees to make available to the Minister all records, books of account, income tax returns, invoices, databases, and audit and evaluation reports in relation to the Project that are necessary for the audit and evaluation of the Project. If the Applicant fails to provide such information within a reasonable time on reasonable notice, as determined by the Minister, the Applicant may be required to refund any payments received for the Project under the Program, as well as forfeit any future payments for the Project under the Program.

11.0 Inspection

11.1 If an Application is approved, from the date of the Approval Letter or the effective date of the Executed Agreement until six years following the end of the Project Term, the Minister is entitled, at reasonable times and upon reasonable notice to the Applicant, to attend the farming or business operation of the Applicant for the purpose of examining items pertinent to the Project in order to assess whether the Applicant is in compliance with the Program Terms and Conditions and the Grant Agreement.

12.0 Refunds

12.1 The Applicant shall immediately refund to the Provincial Crown any payment received under the Program not in accordance with the Program Terms and Conditions or the Grant Agreement upon notice being provided to the Applicant by the Minister. Failure to make repayment as required by the Minister creates a debt owing to the Provincial Crown that can be set off against any money the Provincial Crown owes to the Applicant.



13.0 Non Compliance

13.1 Any one or more of the following shall constitute an event of default (“Event of Default”):

- (a) failure of the Applicant to make satisfactory progress on the Project pursuant to the Grant Agreement, in the sole discretion of the Minister, during the Project Term;
- (b) failure of the Applicant to comply with any of its obligations under the Program Terms and Conditions or the Grant Agreement, in the sole discretion of the Minister;
- (c) the Applicant ceases to carry out the Project during the Project Term, in the sole discretion of the Minister;
- (d) the Applicant becomes insolvent or ceases to carry on its operations during the Project Term; and
- (e) a resolution is passed or an application is made for winding up, dissolution, liquidation or amalgamation of the Applicant during the Project Term.

13.2 Upon the occurrence of an Event of Default:

- (a) in addition to any other remedy under the Program Terms and Conditions, the Grant Agreement, or at law, the Minister may do one or more of the following:
 - (i) withhold payments of the grant to the Applicant;
 - (ii) demand that the Applicant immediately repay to the Minister all or part of the grant. Any such amount shall be a debt due to and recoverable by the Minister;
 - (iii) terminate the Grant Agreement; and
- (b) the Minister may require the Applicant to do one or more of the following, and depending on the requirement, the Applicant shall immediately:
 - (i) make no further commitments for expenditures and make no further disbursements that would be Eligible Expenses, except with the Minister’s prior written approval;
 - (ii) pay to the Minister the amount demanded pursuant to s. 13.2(a)(ii); and
 - (iii) provide an accounting of the full amount of the grant with an audit report.

14.0 Right of Set-Off

14.1 The Applicant agrees that the Minister may set-off against any other grant or amount payable to the Applicant under any programs administered within AF any amounts that become repayable by the Applicant to the Minister under this Program.

15.0 False or Misleading Information

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

16.0 Debts to Provincial Crown or Federal Crown

16.1 The Minister has the right to deduct from the Applicant’s entitlement any amount due and owing to the Provincial Crown or Federal Crown by the Applicant.

17.0 Representations and Warranties – By submitting an Application, the Applicant represents and warrants to the Minister that:

- (a) it has made full, true and plain disclosure to the Minister of all facts relating to the activities that are material to its Application, including without limitation all sources of funding from federal, provincial and municipal governments;
- (b) it is not aware of any discussions to effect a sale, transfer, assignment or pledge of interest which would result in a change of the control of the Applicant or of the disposition of all or substantially all the assets of the Applicant;



- (c) it has the necessary financial resources to complete the activities listed in the Application;
- (d) no Application has been made for the same activities by any other person, including without limitation, a person who is not arms-length or a related person as defined by the Income Tax Act (Canada) or by a shareholder, member or partner who is actively carrying on farming or business on behalf of a corporation.
- (e) it has adequate human resources, experience and skills to carry out the activities described in the Application;
- (f) no member of the House of Commons shall derive any financial advantage from the Grant that would not be permitted under the *Parliament of Canada Act*;
- (g) no employee, contractor or agent of the Applicant who is not in compliance federal conflict of interest guidelines shall derive a direct benefit from the Grant;
- (h) any person lobbying, as that term is defined in the *Lobbyists Registration Act (Canada)*, on the Applicant's behalf is registered pursuant to that Act;
- (i) the execution by the Applicant of the Statement of Certification in the Application has been duly and validly authorized by the Applicant in accordance with applicable law, and shall constitute a binding legal obligation of the Applicant;
- (j) it has the power and authority and all necessary licenses and permits to own and operate its properties and carry on its operations, to make the Application, and to perform its obligations pursuant to the Application and these Program Terms and Conditions;
- (k) there is presently no action, suit, or proceeding being brought or pending or threatened against or affecting the Applicant which could result in the expropriation of any property of the Applicant or which could affect its operations, properties, or financial condition or its ability to complete the activities described in the Application;
- (l) if activities described in the Application require authorization by an agency, that the Applicant has obtained or will obtain, such approval prior to the commencement of the activities;
- (m) it is in compliance with all laws, orders, and authorizations which relate to or affect it and is not subject to any order of any court or other tribunal affecting its operations;
- (n) the persons signing the Application is duly authorized to make the Application, bind the Applicant to the Programs Terms and Conditions, and in the case of a partnership, bind the partners to the Programs Terms and Conditions on the basis of joint and several liability; and
- (o) the execution of the Statement of Certification in the Application has been duly and validly authorized by the Applicant in accordance with applicable law, and shall constitute a binding legal obligation of the Applicant.

18.0 Grant Regulation and Disclosure of Grant Recipient Information

- 18.1 Payments under this Program are grants subject to the *Agriculture and Rural Development Grant Regulation*. The Applicant acknowledges that, in addition to complying with these Program Terms and Conditions and the Grant Agreement, the Applicant must comply with the *Agriculture and Rural Development Grant Regulation*.
- 18.2 The Applicant acknowledges that AF publicly discloses the following information for all grant recipients: the grant recipient name, the amount of the grant, the program the grant is paid under, and the payment date.

19.0 Changes to the Program or Program Terms and Conditions

- 19.1 The Minister may change or terminate the Program, or revise the Program Terms and



Conditions, by posting the revised Program Terms and Conditions on the Alberta *Growing Forward 2* website.

- 19.2** An Application shall be administered by, and the grant provided by the Minister to the Applicant shall be governed by the Program Terms and Conditions that were posted on the Alberta *Growing Forward 2* website as of the date that the Application was received.

20.0 Ministerial Discretion

- 20.1** The Minister has the absolute discretion to determine the eligibility of any Applicant under this Program and any payments due under this Program. The decision of the Minister is final.