



Biosecurity Delivery Agent Program Terms and Conditions

1.0 Purpose

The purpose of the Growing Forward-2 Biosecurity Delivery Agent Program is to create awareness, educate and train individuals, determine risks and implement mitigations on biosecurity and disease risk management through Delivery Agents in Alberta. The program provides financial support for the development, adoption or implementation of commodity and operation-specific biosecurity measures and disease risk management strategies. Existent national standards will be used where applicable.

There is limited funding in the Growing Forward 2 Biosecurity Delivery Agent Program. Applications completed to the satisfaction of the Minister will be considered for approval on a first come first served basis, subject to the Program funding constraints.

If an Application is approved for \$50,000 grant dollars or less by the Minister, the Applicant will be sent an Approval Letter. The Approval Letter Grant will specify the amount of the grant and list the Eligible Activities and Eligible Expenses. An Approval Letter Grant shall be governed by the Agriculture and Rural Development Grant Regulation, as may be amended, the Program Terms and Conditions, the Statement of Certification in the Application, and the Approval Letter.

If an Application is approved for more than \$50,000 of grant dollars by the Minister, the Applicant must enter into a grant agreement with the Minister to be eligible to receive funding under the Program. This grant agreement will contain the terms and conditions governing the grant under the Program.

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

- 2.1 Agreement Grant:** means a grant for more than \$50,000 that the Minister approves by entering into a Grant Agreement with the Applicant.
- 2.2 Applicant:** means the person or persons who submit an Application and meet the eligibility criteria in section 3.1 jointly and severally.
- 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 ARD to an Applicant notifying the Applicant has been approved for a grant, specifying the amount and details of the grant, and listing the Eligible Activities and Eligible Expenses, as may be amended.
- 2.5 Approval Letter Grant:** means a grant for \$50,000 or less that the Minister approves by sending an Approval Letter to the Applicant.
- 2.6 ARD:** means Alberta Agriculture and Rural Development.
- 2.7 Biosecurity:** means the implementation of practices aimed to the protection of animal health through the prevention, reduction or elimination of disease transmission.
- 2.8 Delivery Agent:** means:
 - (a) Industry Organizations and Farm Service Providers operating in Alberta;
 - (b) Rural Municipalities in Alberta; and



- (c) Alberta Metis Settlements and Alberta First Nations.
- 2.9 Disease Risk Management (DRM):** means: a) awareness and education activities, b) risk assessments and determination of baselines, c) development and implementation of emergency preparedness/response protocols; d) monitoring for high risk pathogens; and e) implementation of mitigation measures.
- 2.10 Eligible Activities:** means activities listed in an Approval Letter.
- 2.11 Eligible Expenses:** means the expenses listed in an Approval Letter or Grant Agreement.
- 2.12 Farm Service Providers:** means a corporation, registered partnership or individual, providing farm level services to Primary Agriculture Producers in Alberta from a location typically situated off farm, or beyond the farm gate.
- 2.13 Federal Crown:** means her Majesty the Queen in Right of Canada.
- 2.14 Fiscal Year:** means the 12 month period beginning April 1 of any year and ending March 31 of the following year.
- 2.15 Grant Agreement:** means the signed agreement between the Minister and an Applicant specifying the details of the grant, describing the Project, and listing the Eligible Expenses.
- 2.16 Growing Forward-2:** means the federal-provincial-territorial initiative to create a profitable and competitive agricultural sector in Canada.
- 2.17 In-Kind Contributions:** means non-monetary contributions that defray the total cost of the Project, including the provision of labour, services, or equipment required in the planning, conducting or managing of a Project.
- 2.18 Industry Organizations:** means not for profit agencies, boards, commissions, associations or societies whose membership includes individuals or businesses, and
- (a) are governed by members with voting rights;
 - (b) in which surplus funds are used to pursue the organization's goals; and
 - (c) which exist solely to provide programs and services that are of benefit to Primary Agriculture Producers.
- 2.19 Minister:** means the Minister of ARD and his authorized representative(s).
- 2.20 Primary Agriculture Producer:** : means an individual or an Alberta registered entity:
- (a) operating in Alberta; and
 - (b) that is responsible for the day-to-day management and work on the farm, including responsibility for input costs for agricultural crops or livestock and producing at least \$10,000 worth of commercial agriculture production annually, but does not include a landlord whose only interest in the crop or livestock is that of ownership of the land.
- 2.21 Program:** means the Growing Forward-2 Delivery Agent Program that operates for the period between August 1, 2013 and March 31, 2018.
- 2.22 Program Terms and Conditions:** means the terms and conditions for the Program set out in this document, as may be amended.
- 2.23 Project:** means the activities described in the Approval Letter or Grant Agreement.
- 2.24 Project Plan:** means the project work plan described in Parts B and C of the Program Application Form submitted by the Applicant and approved by the Minister.
- 2.25 Project Term:** means the time period between the Project start date and end date stated in the Approval Letter or Grant Agreement.
- 2.26 Provincial Crown:** means her Majesty the Queen in Right of Alberta.
- 2.27 Request for Payment Form:** means the form to be submitted by the Applicant together with the required documentation to request payment from the Program.



2.28 Rural Municipality: means a recognized (as determined by the Minister) form of rural municipal government in Alberta which includes Municipal Districts (including Counties and Hamlets) and Special Areas.

3.0 Eligibility

3.1 Eligible Applicants

3.1.1 Delivery Agents are eligible to apply to the Program.

3.2 Ineligible Applicants

3.2.1 The following entities are not eligible to apply to the Program:

- (a) Government agencies (other than municipalities), research stations and post-secondary institutions; and
- (b) Primary Agriculture Producers.

3.3 Eligible Activities (must be approved by the Minister):

3.3.1 The following activities, which must be directly associated with Biosecurity or Biosecurity DRM, may be included in an Application:

- (a) development of training programs and publication of training/educational materials that increase Biosecurity awareness which would assist with the implementation of on-farm, or on-site Biosecurity practices, and other DRM strategies;
- (b) the development and/or adaptation of national Biosecurity standards or industry-recognized biosecurity procedures or DRM strategies by committees and working groups established by the Applicant, provided that the activity is not funded under a federal Growing Forward 2 Biosecurity program; and
- (c) the purchase of Eligible Capital Expenses, provided the Applicant submits detailed plans describing what Biosecurity measure will be addressed, how the measure will be addressed and maintained within the Applicant's operation, and how the measure enhances the operation or commodity specific Biosecurity and DRM strategy;
- (d) development, delivery, and promotion of on-farm/on-site Biosecurity projects and DRM strategies, including development and implementation of emergency preparedness/response protocols on a per commodity basis;
- (e) development and participation in initiatives such as Primary Agriculture Producer meetings and trade shows;
- (f) surveillance and monitoring to determine risk of disease for specific commodities or farm service operations, or to establish baselines;
- (g) consultation with Primary Agriculture Producers for the development and implementation of Biosecurity and DRM programs;
- (h) providing administrative work to support producer's applications under the Growing 2 Biosecurity Producer Program by coordinating and gathering the information required to fill in the biosecurity risk assessments and submitting applications to the Biosecurity Producer Program.
- (i) feasibility and risk/gap assessment activity related to Biosecurity adoption;
- (j) the purchase of computer equipment and software to be used solely for administrative purposes in biosecurity projects;



- (k) the purchase of analytical computer equipment, software and other technologies approved by the Minister to be used in the implementation and monitoring of Biosecurity practices and disease risk management projects;
- (l) industry In-Kind Contributions, salaried services and/or consultant fees required in the development, adoption or implementation of on-farm/on-site biosecurity and DRM projects;
- (m) obtaining certified financial statements from an authorized officer of the Applicant.

3.3.2 In completing a Project under the Program, 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, labour codes and standards, care and use of animals in research, wildlife habitat, and environmental protection.

3.3.3 Acceptance of an Application under this Program creates no obligation on the part of the Provincial Crown or Federal Crown to provide licences or approvals under any legislation.

3.4 Ineligible Activities

- 3.4.1 The following activities are not eligible under the Program and must not be included in an Application:
- a) Activities related to the research and development of new technologies; and
 - b) 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, which must be related to Biosecurity or Biosecurity DRM may be included in an Application:
- (a) incremental costs for labour or salaried services and related employment expenses to deliver, implement and promote Biosecurity programs;
 - (b) costs of goods and services to deliver, implement and promote Biosecurity and DRM programs, including administrative costs such as advertising and website development;
 - (c) costs to develop, deliver and promote Biosecurity workshops, training seminars, printed materials, and websites;
 - (d) costs to participate in initiatives such as Primary Agriculture Producer meetings and trade shows;
 - (e) expenses incurred in the development of national Biosecurity standards by committees and working groups established by the Applicant, provided that such expenses are not funded under a federal Growing Forward Biosecurity program;
 - (f) costs to perform feasibility and risk/gap assessment activities related to Biosecurity adoption and DRM programs;
 - (g) costs for rental or lease of facilities, equipment or machinery to deliver Biosecurity programs;
 - (h) costs of obtaining client feedback and client advisory committees for the purpose of developing, delivering and evaluating Biosecurity programs;



- (i) reasonable Project related travel-related expenses, as set out in the Alberta Growing Forward 2 Travel Expense Policy posted on the Alberta Growing Forward 2 website, as may be amended;
- (j) expenses for the purchase of computer equipment and software to be used solely for administrative purposes, up to a maximum of \$3000;
- (k) expenses for the purchase of analytical computer equipment, software and other technologies approved by the Minister to be used in the implementation of Biosecurity practices;
- (l) industry In-Kind Contributions; salaried services and/or consultant fees required in the development, adoption or implementation of on-farm/on-site biosecurity and DRM projects; and
- (m) costs to obtain certified financial statement from an authorized officer of the Applicant.

3.5.3 The Minister may, in his sole discretion, adjust the amount of any Eligible Expense claimed by an Applicant to an amount the Minister considers reasonable.

3.5.5 If an Application is approved, all Eligible Expenses should be incurred by the Applicant during the Project Term, unless a request for Amendment of the Approval Letter has been approved by the Program.

3.6 Ineligible Expenses

Expenses that are not eligible for re-imbusement under the Program, and which must not be included in an Application include:

- (a) Goods and services tax (GST);
- (b) cost of land, buildings or roads not having direct impact on biosecurity and DRM;
- (c) normal operations, salary and maintenance costs;
- (d) costs funded through any other federal or provincial government grants, programs or projects; and
- (e) any other expense deemed by the Minister to be an ineligible expense.

4.0 Applications

4.1 There is limited funding in the Program each Fiscal Year. Applications will be considered for approval on a first come first served basis subject to the Program funding constraints.

4.2 Applications must include:

- (a) a completed Program application form, including a Statement of Certification and a risk assessment in the case of Farm Service Providers, signed by an authorized representative, and all documents required to be submitted pursuant to the Project Application form; and
- (b) The Project Plan must describe the Project, including the objectives of the Project, the main activities, how the project is going to be administered, manpower, how the activities will be carried out, a budget and expected completion dates.
- (c) any supplementary documentation requested by the Minister which may include the Applicant's financial statements for the past two years and the Applicant's business plan or business outline.

4.3 Applications must be delivered to:

Growing Forward-2 Biosecurity Delivery Agent Program
Alberta Agriculture and Rural Development
Food Safety and Animal Health Division, Animal Health Branch



9th Floor, O.S. Longman Building
6909–116 Street
Edmonton, AB T6H 4P2

- 4.4** The Minister may reject any Application that is inaccurate, incomplete or ineligible in the sole discretion of the Minister.
- 4.5** Applications must be signed by or on behalf of a properly authorized representative. The Minister may require evidence of authorization. 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.
- 4.6** An Application will not be considered complete unless the Statement of Certification on the Program application form is signed. Applicants will receive notification of incomplete applications requesting the required information or documentation. If an Applicant's revised Application is not submitted to the Minister within a reasonable timeframe as determined by the Minister, the Application will be considered cancelled by ARD.
- 4.7** As funding for the Program is limited each Fiscal Year, approved Applications will be processed by ARD on a first-come, first served basis, subject to Program funding constraints.
- 4.8** If an Application is approved for \$50,000 grant dollars or less by the Minister, the Applicant will be sent an Approval Letter. The Approval Letter will specify the amount of the grant and list the Eligible Activities and Eligible Expenses. An Approval Letter Grant shall be governed by the Program Terms and Conditions, the Approval Letter, the Statement of Certification in the Program application form, and the *Agriculture and Rural Development Grant Regulation*, as may be amended.
- 4.9** If an Application is approved for more than \$50,000 of grant dollars by the Minister, the Applicant must enter into a grant agreement with the Minister to be eligible to receive funding under the Program. This Grant Agreement will specify the terms and conditions governing the grant under the Program.

5.0 Amendments to the Approval Letter

- 5.1** If an Applicant has received an Approval Letter Grant, subject to s. 5.2, the Approval Letter may be amended as follows during the Project Term:
- The Applicant may request that activities and/or Eligible Expenses be added to or removed from the Approval Letter by submitting a written request to the Minister outlining the proposed amendments.
 - If the Minister approves a proposed amendment to the Approval Letter, ARD will send a new Approval Letter to the Applicant with an updated description of the Project, specifying the amount and details of any additional grant funds and listing the Eligible Expenses.
 - No new activities may be completed by the Applicant and no new Eligible Expenses may be incurred until the Applicant has received an updated Approval Letter from ARD.

6.0 Funding Levels

- 6.1** The Program provides grants on a cost-shared basis to cover Eligible Expenses for Projects in the following manner:
- Delivery Agents (excluding Farm Service Providers):** 100% of Eligible Expenses up to a maximum \$150,000 per Applicant per fiscal year.
 - Farm Service Providers:** Eligible Expenses are cost shared at 50% grant and 50% Applicant up to a maximum of \$80,000 per Applicant per fiscal year.



6.2 Specialized equipment, In-kind contributions and qualified third party/or recognized expert time will be funded as follows:

- 6.2.1 computer equipment and software purchased to be used solely for administrative purposes will only be funded to a maximum of \$3,000 per Applicant per fiscal year.
- 6.2.2 In-Kind Contributions of administrative services and farm labour will be funded at a maximum rate of \$25 per hour
- 6.2.3. private industry consultant's time will be funded at a maximum rate of \$600 per full day and \$400 per half day (inclusive of any allowable travel expenses).
- 6.2.4 development of risk assessment tools by Industry Organizations or by a private industry consultant will be reimbursed to a maximum of \$6,000.
- 6.2.5 farm visits for the purpose of performing and filling in a risk assessment under the Growing Forward 2 Biosecurity Producer Program will be reimbursed at a rate of \$250 per risk assessment.
- 6.2.6 filling in risk assessments and completing Applications by Industry Organizations on behalf of their members will be funded at a rate of \$100 per Application.

Funds received through any other Growing Forward-2 Program or any other government program may not be used toward the cost-share requirements of this Program.

6.3 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. 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.

7.0 Grant Payments

7.1 Grant payment will be made in the following manner:

- (a) **Delivery Agents (excluding Farm Service Providers):** The Grant will be paid to the Applicant on a reimbursement basis according to the schedule presented in the Approval Letter or the Grant Agreement and in agreement with the timelines of the Project contained in the Application.
- (b) **Farm Service Providers:** Grant payments will be made on a reimbursement basis based on Eligible Expenses incurred and claimed by the Applicant and approved by the Minister for Approved Projects completed pursuant to the Approval Letter or the Grant Agreement during the Project Term.

7.2 Applicants cannot assign or defer any payment under this Program.

7.3 To make a claim for reimbursement an Applicant must submit:

- (a) a completed Request for Payment Form and
- (b) copies of all invoices, receipts, timesheets, proof of payment or other supporting document necessary to establish, to the satisfaction of the Minister, the nature and amount of the expense, and the Applicant's share of the expense, for all Eligible Expenses claimed; and
- (c) any other documentation requested by the Minister.
- (d) A Request for Payment Form will not be accepted if it is not submitted with a status report or final report, and the report is not submitted by the deadline stated in the Approval Letter or the Grant Agreement.

7.4 The determination of whether an expense incurred by the Applicant constitutes an Eligible Expense and the decision to reimburse is at the sole discretion of the Minister.

7.5 Eligible Activities and Eligible Expenses qualify only once under the Program.

7.6 The amount of the grant stated in the Approval Letter or the Grant Agreement will be adjusted



based on Eligible Expenses claimed by the Applicant and approved by ARD, but shall not exceed the amount stated in the Approval Letter or the Grant Agreement.

- 7.7** Payments may be considered farm support payments and AGR-1 tax slips will be issued in the name of the Applicant, if applicable.
- 7.8** Eligible Expenses shall be calculated based on the actual out of pocket cost to the Applicant (i.e. cost of the Eligible Expense less any rebates, discounts, incentives and/or credits, whether provided at the time of purchase or at a later date).
- 7.9** The Applicant shall not return for refund any items purchased under the Program.
- 7.10** The Applicant shall not sell or trade any items purchased under the Program for at least three years after the end of the Term.

8.0 Reporting Requirements

- 8.1** Unless otherwise specified by the Minister, the Applicant shall submit status reports to the Minister during the term specified in the Approval Letter or the Grant Agreement. The status reports shall be a format specified by the Minister and shall include:
- the status or progress of the Project, including the work completed and the date of completion;
 - status of the grant proceeds, including all expenditures of grant proceeds since the last status report and the amount of grant proceeds currently held by the Applicant;
 - funds received from any other grants from any level of government in respect of the Project;
 - all documentation and calculations used to determine the Eligible Expenses;
 - any material events, developments or circumstances arising in relation to the Project; and
 - any other information requested by the Minister.
- 8.2** Unless otherwise specified by the Minister, the Applicant shall provide the Minister with a final report, to the Minister's satisfaction and on a date specified by the Minister, after the Project completion date or the termination of the Approval Letter or Grant Agreement, whichever occurs first, detailing:
- an assessment of the Applicant's achievements of deliverables and outputs stated in the Project Plan;
 - the total number and descriptions of workshops and seminars delivered;
 - the number of consultant visits;
 - the list of Applications/risk assessments filled on behalf of their members
 - descriptions of marketing and promotional activities conducted and provide examples of promotional materials;
 - copies of resource materials produced;
 - proof of all In-Kind Contributions received by the Applicant;
 - certified financial statements by an authorized officer of the Applicant;
 - an evaluation of the Project, including the Project's cost-effectiveness; and
 - any other information requested by the Minister.
- 8.3** If requested by the Minister upon completion of the Project, the Applicant shall submit an audited statement of expenditures for the Project to the Minister.
- 8.4** 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.

9.0 Verification

- 9.1** Applicants must submit copies of invoices for Eligible Expenses. For invoices not generated on an official company voucher or vouchers without a company stamp, a copy of the cancelled cheque (front and back) is required.
- 9.2** The Applicant's name must match the name on invoices claimed under the Program.



- 9.3 In addition to invoices, the Applicant agrees to provide such other information and records as the Minister may require verifying the Applicant's eligibility for payment from the Program.
- 9.4 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 the Application, to any other government department, agency or other body for the purposes of verifying this Application, determining the Applicant's eligibility for this Program, or both. The Applicant expressly authorizes the Minister to obtain information from any government department, agency or other body to verify the contents of this Application and to determine the Applicant's eligibility for this Program.
- 9.5 The Applicant agrees to give representatives of the Minister access to examine their business operation. From the date of the Approval Letter until six years following the end of the Project Term, the Applicant agrees to make available to the Minister all business records, books of account, and income tax returns necessary to audit their Application under this Program. If the Applicant fails to provide records 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.

10. Refunds

- 10.1 The Applicant shall immediately refund to the Minister any payment received under the Program not in accordance with the Program Terms and Conditions and the Approval Letter Grant 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 Minister that can be set off against any money the Provincial Crown owes to the Applicant.

11. Non Compliance

- 11.1 If an Applicant is approved for a grant, it shall be an "Event of Default" if the Applicant breaches any provision of the Program Terms and Conditions, the Approval Letter, Agreement Grant or the Agriculture and Rural Development Grant Regulation.
- 11.2 Upon the occurrence of an Event of Default, in addition to any other remedy under these Program Terms and Conditions, Agreement Grant or at law, the Minister may do one of the following:
 - 17.2.1 withhold payments of the grant to the Applicant;
 - 17.2.2 cancel the grant; or
 - 17.2.3 demand that the Applicant immediately repay to the Minister all or part of the grant. Any such amounts shall be a debt due to and recoverable by the Minister

12. False or misleading information

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

13. Debts to Provincial Crown or Federal Crown

- 13.1 The Minister has the right to deduct from the Applicant's entitlement any amount due and owing to the Provincial Crown or Federal Crown.

14. Representations and Warranties

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

- a) the person signing the Application is duly authorized to make the Application, bind the Applicant to the Program Terms and Conditions, and, in the case of a



partnership, bind the partners to the Program Terms and Conditions on the basis of joint and several liability;

- b) 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;
- c) 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;
- d) it has the necessary financial resources to complete the activities listed in the Application;
- e) 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*;
- f) no employee, contractor or agent of the Applicant who is not in compliance with federal conflict of interest guidelines shall derive a direct benefit from the grant;
- g) 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;
- h) 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;
- i) no application has been made for the same activities by any other person;
- j) it has adequate human resources, experience and skills to carry out the activities described in the Application;
- 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, 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, the Applicant has obtained 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) 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; 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.

15. Grant Regulation

15.1 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, the Applicant must comply with the Agriculture and Rural Development Grant Regulation.

16. Changes to the Program or Program Terms and Conditions

16.1 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.

16.2 An Application shall be administered by, and an Approval Letter 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.

17. Ministerial discretion

17.1 The Minister has the absolute discretion to determine the eligibility of any Applicant under this Program. The decision of the Minister is final.