

# Funding Agreement Program and Funding Stream

[Date]

[Legal Name of Eligible Applicant]

[Address]

[City, Province]

[Postal Code]

[Email]

Attention: [Name of Primary Contact Person]

**RE: Sustainable Canadian Agricultural Partnership Program – [Program and Funding Stream] (the “Program”)**

**Applicant Name:** [Legal Name of Applicant] (the “Recipient”)

**Task No:** [Project Task ID]

**Project Title:** [Project title] (the “Project”)

Thank you for applying for funding under the Program. We are pleased to advise the Recipient that the following eligible expenses of the Project have been APPROVED for financial assistance up to a maximum of \$[Total Funds Approved] (in Canadian Dollars, less GST):

[Budget table]

Eligible expenses are cost-shared between Sustainable CAP and the applicant up to a maximum of [XX:XX] (government: applicant).

This funding for eligible expenses of the Project is subject to and conditional upon the following additional terms and conditions:

1. The Recipient must indicate its acceptance of this offer of funding by signing and returning a copy of this agreement to Manitoba Agriculture at the address specified below.
2. The Project must be completed in compliance with all terms and conditions of the Program, as specified in the Program Guide, the Program Terms and Conditions and this agreement. An electronic copy of the Program Guide and the Program Terms and Conditions are attached for your convenience. These documents are also posted on Manitoba Agriculture’s website. If you wish to receive a printed hard copy, please contact your program administrator (contact details are provided below).

3. The Recipient must obtain all necessary licences, permits and approvals required for the Project by all applicable statutes, regulations, and by-laws, before commencing the Project.
4. The Recipient must promptly commence the Project and totally complete the Project by **[Project End Date]**. Only eligible expenses incurred and paid between **[Project Start Date]** and **[Project End Date]** (inclusive of both dates) are eligible for Program funding.
5. Any proposed changes to the Project must be approved in writing, in advance, by Manitoba Agriculture. Contact your program administrator (contact details provided below) for assistance or to request a change to the Project. Failure to do so will render the Project ineligible for funding.
6. The Recipient must establish and maintain for a period of at least six (6) years after completion of the Project, such accounting and other records as are necessary for the proper financial management of the Project, in accordance with generally accepted accounting principles.
7. The Government of Canada or the Government of Manitoba and their respective representatives may inspect and audit all accounting and other records relating to the Project or this agreement and the Recipient agrees to promptly provide reports and information with respect to the Project as may be reasonably requested by any of them.
8. The Government of Manitoba and its representatives may enter onto the Project site to assess the progress and status of the Project, and to determine whether all terms and conditions for funding under the Program are being met.
9. The Recipient acknowledges and agrees that the Recipient is solely responsible for carrying out and completing the Project. Manitoba's responsibility with respect to the Project is limited to providing Program funding for those eligible expenses of the Project approved by this agreement up to the maximum amount set out in this agreement, subject to and conditional upon all terms and conditions of the Program, as specified in the Program Guide, the Program Terms and Conditions and this agreement.
10. The Recipient must purchase and maintain at all times during the Project:
  - (a) commercial general liability insurance against claims for personal injury and death and damage to property in the amount of Five Million (\$5,000,000) Dollars per occurrence;

- (b) if the Recipient is a non-profit corporation, non-profit directors and officers liability insurance in the amount of Two Million (\$2,000,000) Dollars aggregate;
  - (c) professional liability insurance for negligent acts, errors and omissions in the amount of One Million (\$1,000,000) Dollars per occurrence or claim;
  - (d) automobile liability insurance with minimum limits not less than Five Million (\$5,000,000) Dollars combined single limit for bodily injury, death and property damage per accident in any case where the Recipient owns, or leases vehicles used directly or indirectly in connection with the Project; and
  - (e) property insurance coverage on a replacement cost, all risks-basis for any capital items purchased or otherwise acquired, directly or indirectly, with the Program funding.
11. Without limiting the generality of subsection 10:
- (a) the insurance must be underwritten by insurers licensed in Canada and be reputable and financially creditworthy insurers with an A.M. Best financial strength rating of "A-" or higher, or equivalent rating by an alternate insurance credit rating agency;
  - (b) the Recipient must add the Government of Canada, the Government of Manitoba and their respective Ministers, officers, employees and agents as additional insureds to the commercial general liability insurance policy;
  - (c) the professional liability insurance must provide coverage for negligent acts, errors and omissions of the Recipient and its officers, employees and agents;
  - (d) if the professional liability insurance is claims-based, the Recipient must maintain the coverage for a minimum of twelve (12) months following the Project completion date or, alternatively, the Recipient must purchase extended claims reporting coverage for that period; and
  - (e) the Recipient must provide the Government of Canada and the Government of Manitoba with at least thirty (30) days' advance written notice in the event of cancellation or material reduction of coverage regarding these policies.
12. The Recipient shall provide Manitoba Agriculture with a Certificate of Insurance verifying the required insurance coverage upon request by the program administrator.
13. The kinds and amounts of insurance called for in this agreement are the minimum required for the Project. The Recipient and its insurance and bonding advisers are responsible to determine if additional kinds or amounts of insurance for the Project are advisable.
14. The Recipient shall ensure that it is in compliance with *The Workers Compensation Act* (Manitoba) with respect to all its employees and volunteers and shall provide evidence of such coverage to Manitoba Agriculture upon request by the program administrator.
15. Upon completion of the Project, the Recipient must complete and submit a claims statement. An electronic copy of the claims statement will be provided to you upon

return of this signed agreement. If you wish to receive a printed hardcopy of the claims statement, please contact your program administrator (contact details are provided below).

Only one payment of eligible expenses will be made, so the Recipient must ensure that all documentation, including itemized receipts and the associated proof of payment, are submitted together with its claims statement.

To expedite payment, please submit your claim via email or mail to the address below as soon as the Project is complete, and no later than **[Date]**.

16. If the Project involves the purchase of capital items, the Recipient must not:
- (a) sell, transfer, assign, give away, lend, lease or otherwise part with possession (except for regular maintenance or repair) of any capital items; or
  - (b) relocate or move from the Project site(s) any capital items (except as may be required for regular maintenance and repair),

for a period of five (5) years from either the date of acquisition of the capital item or the Project completion date, whichever is greater, without Manitoba Agriculture's prior written approval. Approval may or may not be granted, at Manitoba Agriculture's sole discretion.

17. If the Project involves the development of publication and communication materials, the Recipient shall ensure that any and all communications (including social media), publications, advertising and news releases referring to the Project comply with the requirements specified in the Sustainable CAP External Communications Guide. An electronic copy of the Sustainable CAP External Communications Guide is attached for your convenience. If you wish to receive a printed hard copy, please contact your program administrator (contact details are provided below).

18. By signing and returning a copy of this agreement to Manitoba Agriculture, the Recipient is:

- (a) confirming that the Recipient understands, accepts and agrees to the terms and conditions in the Program Guide, the Program Terms and Conditions and this agreement;
- (b) representing and warranting that the information provided in its Application Worksheet is complete, true and accurate;
- (c) representing and warranting that if the Recipient has submitted an electronic funds transfer form, that the information in that form is complete, true and accurate and the form has been signed by a duly authorized representative;
- (d) confirming that the Recipient consents and agrees that Manitoba Agriculture may share information that Manitoba receives under, or in connection with, this agreement with the Government of Canada; and

- (e) confirming that the Recipient consents and agrees that the Government of Canada or the Government of Manitoba may make public announcements or otherwise make the following information available to the public:
- i. the Project title;
  - ii. the Recipient's name;
  - iii. the amount of funding made available to the Recipient under the Program from the Government of Canada and the Government of Manitoba; and
  - iv. the general nature of the Project.
19. Any provisions in the Program Guide, the Program Terms and Conditions and this agreement that by their very nature or context are intended to survive the expiration or any earlier termination of this agreement, shall so survive.
20. This agreement shall be binding upon the Recipient and its heirs, executors, administrators, and successors.
21. This Agreement may be executed and delivered in separate counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, by facsimile or by electronic mail in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart.

The deadlines dates set out in this agreement will be strictly enforced. Failure to meet any deadline dates may render the Project ineligible for funding under the Program.

**If the Recipient fails to comply with any of the terms and conditions set out above, or any other terms and conditions of the Program, funding for the Project may be denied. In that case, the Recipient will be required to repay any Program payments received.**

If the Recipient is prepared to accept this offer of funding as outlined above, please indicate the Recipient's acceptance in the Recipient Signature section below and return one original signed copy of this agreement to Manitoba Agriculture at the address below.

Thank you again for your interest and commitment to enhancing the agriculture and agri-food industry in Manitoba.

Congratulations on your successful application.

Sincerely,

Sustainable Canadian Agricultural Partnership  
Manitoba Agriculture  
[agriculture@gov.mb.ca](mailto:agriculture@gov.mb.ca)

**Important Dates:**

- Eligible expenses must be incurred and paid between **[Project Start Date]** and **[Project End Date]**.
- A completed claim statement with invoices and proof of payment must be submitted no later than **[Claim Date]**.

Return this document directly to:

Manitoba Agriculture

By email: [agriculture@gov.mb.ca](mailto:agriculture@gov.mb.ca)

By mail: Sustainable Canadian Agricultural Partnership Program  
903-401 York Avenue  
Winnipeg, MB  
R3C 0P8

For more information, contact Manitoba Agriculture by email at [agriculture@gov.mb.ca](mailto:agriculture@gov.mb.ca) or call 1-800-811-4411.

**Recipient Signature:**

The Recipient agrees with the terms and conditions set out in this Funding Agreement and all terms and conditions of the Program.

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_

Position/Title: \_\_\_\_\_

I have authority to bind the Recipient.