

SUSTAINABLE CANADIAN AGRICULTURAL PARTNERSHIP

Program and Funding Stream

CONTRIBUTION AGREEMENT

BETWEEN:

THE GOVERNMENT OF MANITOBA,
as represented by the Minister of Agriculture

(“**MANITOBA**”),

- and -

[Legal name of Eligible Applicant]


(the “**Project Recipient**”).

[Task ID Number]

[Project Title]

WHEREAS:


- A. The Government of Canada, as represented by the Minister of Agriculture and Agri-Food, and The Government of Manitoba, as represented by the Minister of Agriculture, have entered into a Canada-Manitoba Bilateral Agreement Implementing The Sustainable Canadian Agricultural Partnership, a federal-provincial initiative;

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- B. The Sustainable Canadian Agricultural Partnership – **[Program – Funding Stream]** (the “**Program**”) was established under the Canada-Manitoba Bilateral Agreement;
 - C. The Project Recipient has submitted an application, proposal or workplan to MANITOBA in support of its request to receive funds under the Program for the purposes of the Project (as hereinafter defined); and
 - D. The provision of Program funds to the Project Recipient for the purposes of the Project (as hereinafter defined) is conditional on MANITOBA and the Project Recipient entering into a written contribution agreement, being this Agreement, setting out the terms and conditions under which the Project Recipient will receive Program funds towards the expenses of the Project that are eligible under the Program.

NOW, THEREFORE, MANITOBA and the Project Recipient agree as follows:

SECTION 1.00 - DEFINITIONS, SCHEDULES, INTERPRETATION

- 1.01 The following terms shall have the following meanings for the purposes of this Agreement:
- (a) “**Budget**” means the budget for the Project approved by MANITOBA, as set out in Schedule “A”, which includes the financing sources for and Eligible Expenses of the Project, and which budget may be amended during the term of this Agreement in accordance with Section 21.00;
 - (b) “**CANADA**” means the Government of Canada, as represented by the Minister of Agriculture and Agri-Food;
 - (c) “**Eligible Expenses**” means costs and expenses that are approved for funding under the Program and that are:
 - (i) actually expended by the Project Recipient; and
 - (ii) set out in the Budget attached as Schedule "A and shown therein as approved expenses of the Project;
 - (d) “**Final Report**” means the final report to be submitted by the Project Recipient to MANITOBA as required under Schedule “A”;
 - (e) “**Fiscal Year**” means the period commencing on April 1 of any year and terminating on March 31 of the immediately following year;

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- (f) **“General Ledger”** means a record of transactions, organized by account, which is generated by the Project Recipient’s accounting system, and signed by a financial officer of the Project Recipient attesting to the validity of the recorded transactions and eligible expenses net of any returns, refunds or adjustments. The General Ledger must indicate invoice date, invoice number, vendor, amount, description, and payment date.
- (g) **“Government Parties”** means CANADA and MANITOBA;
- (h) **“Intellectual Property”** means all materials, concepts, know-hows, formulae, inventions, improvements, industrial designs, processes, patterns, machines, manufactures, compositions of matter, compilations of information, patents and patent applications, copyrights, trade secrets, technology, technical information, software, prototypes and specifications, including any right to apply for protections under statutory proceedings available for those purposes, provided they are capable of protection at law, but excludes all reports, including the Final Report, submitted by the Project Recipient to MANITOBA under Section 4.00 and Schedule “A” of this Agreement;
- (i) **“Overpayment”** means any one or more of the following:
- (i) any amount of Program Funds provided to the Project Recipient that exceeds the amount that the Project Recipient was entitled to receive under this Agreement;
 - (ii) any Program Funds used or applied by the Project Recipient on account of costs or expenses that are not Eligible Expenses of the Project;
 - (iii) any Program Funds advanced to the Project Recipient that were not actually expended on account of Eligible Expenses within the Fiscal Year for which such funds were appropriated; and
 - (iv) any Program Funds that are otherwise returnable or repayable to MANITOBA pursuant to the provisions of this Agreement;
- (j) **“Program”** means The Sustainable Canadian Agricultural Partnership – **[Program Name – Funding Stream]**;
- (k) **“Program Funds”** means the financial contributions to be made by MANITOBA, on behalf of the Government Parties, in respect of Eligible Expenses expended by the Project Recipient in connection with the Project as set out in this Agreement;
- (l) **“Program Guide”** means that document called “Program Guide”, an electronic copy of which document the Project Recipient received together


with this Agreement and which document is hereby incorporated by reference;

- (m) **“Program Terms and Conditions”** means that document called “Program Terms and Conditions”, an electronic copy of which document the Project Recipient received together with this Agreement and which document is hereby incorporated by reference;
- (n) **“Project”** means the project to be undertaken by the Project Recipient as described in Schedule “A”;
- (o) **“Project Completion”** means when there has been total completion of the technical activity or work relating to the Project and MANITOBA has received all required reports and all supporting documents, materials and other records as set out in Section 4.00 and Schedule "A", including (without limitation) the Final Report, and that they are satisfactory to MANITOBA as to form and content;
- (p) **“Project Completion Deadline”** means, subject to such later date as may be agreed to in writing by MANITOBA in accordance with subsection 9.01, the **[Project Completion Date]**;
- (q) **“Third Party”** means any person, corporation, organization, or entity other than CANADA, MANITOBA and the Project Recipient; and
- (r) **“Unavoidable Delay”** means any condition or cause resulting in a delay or inability of the Project Recipient to perform its obligations under this Agreement and complete the Project that, in the sole opinion of MANITOBA, is or was:
 - (i) beyond the control of the Project Recipient;
 - (ii) not caused by default or act of commission or omission by the Project Recipient;
 - (iii) not avoidable by the exercise of reasonable effort or foresight by the Project Recipient; and
 - (iv) not due to financial inability.

1.02 The following Schedule is incorporated into and forms part of this Agreement:

Schedule "A" - Project Description, Performance Indicators and Project Outcomes, Budget and Eligible Expenses of the Project, Disbursement Schedule, and Project Reporting Requirements

1.03 The headings in this Agreement are for convenience of reference only and may not be used to interpret any provision of this Agreement.

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- 1.04 Words in the singular include the plural and words in the plural include the singular. The use of any gender includes the masculine, feminine and neuter genders, as the context may require.
- 1.05 If there is any conflict between the main body of this Agreement and Schedule “A”, the terms of the main body of this Agreement shall prevail. If there is any conflict between this Agreement and the Program Guide or the Program Terms and Conditions, the terms of this Agreement shall prevail.

SECTION 2.00 - DURATION OF THIS AGREEMENT


- 2.01 This Agreement comes into effect on the date that it is signed by the last of the parties, and shall remain in effect until such time as the Project Recipient has complied with all of its obligations and undertakings under this Agreement, subject to earlier termination in accordance with Section 13.00 or Section 15.00 of this Agreement.
- 2.02 Subsections 3.03, 3.08, 13.03, 13.04, 13.05, 13.06, 16.02, 18.03, Section 6.00, Section 10.00, Section 11.00, Section 12.00, Section 14.00, Section 15.00, Section 20.00, and any other provisions that by their very nature or context are intended to survive the expiration or any earlier termination of this Agreement, shall so survive.

SECTION 3.00 - PROJECT FUNDING, PAYMENTS, AND CONDITIONS

- 3.01 Subject to the terms and conditions of this Agreement, MANITOBA shall contribute Program Funds to the Project Recipient on account of Eligible Expenses of the Project in an amount not exceeding the lesser of:
- (a) \$ **[Total funds approved]** in Canadian funds; or
 - (b) the Eligible Expenses actually incurred and paid by the Project Recipient.
- 3.02 MANITOBA’s undertaking to make payments of Program Funds under this Agreement is subject to and conditional upon the following:
- (a) an appropriation of funds by both the Parliament of Canada and the Legislature of Manitoba for the purposes of the Program in each Fiscal Year during the term of this Agreement;
 - (b) sufficient funds being made available by the Government Parties under the Program to fund the Project and allow MANITOBA to make contributions of Program Funds to the Project Recipient on account of Eligible Expenses, as contemplated herein, in each Fiscal Year during the term of this Agreement;
 - (c) receipt and approval by MANITOBA of all required invoices, reports, financial statements, supporting documents and other materials and information regarding the Project and Eligible Expenses required to be provided pursuant to Section 4.00 and Schedule "A" by the required dates,

as well as any and all other information and documentation as may be reasonably requested by MANITOBA from time to time;

- (d) the Project Recipient adhering to the Budget;
 - (e) the Project Recipient strictly complying at all times with all terms and conditions of this Agreement, and fulfilling all of its obligations, undertakings, representations and warranties hereunder; and
 - (f) cancellation or reduction of payments in the event that departmental funding levels are changed by the Parliament of Canada or the Legislature of Manitoba at any time.
- 3.03 The Project Recipient shall have no claim whatsoever against the Government Parties, or either one of them, if insufficient funds are provided by the Government Parties for the purposes of the Project in any Fiscal Year during the term of this Agreement.
- 3.04 MANITOBA's payment towards the Eligible Expenses shall be made in accordance with and subject to the terms and conditions of this Agreement, including (without limitation) the Disbursement Schedule set out in Schedule "A".
- 3.05 MANITOBA shall remit payments to the Project Recipient on account of Eligible Expenses that have been specifically approved and authorized for release by MANITOBA, in accordance with and subject to the terms and conditions of this Agreement.
- 3.06 The Project Recipient may, within a given Fiscal Year's budget and upon notice to MANITOBA, make minor adjustments to budget amounts among the approved budget expenditure categories. For the purposes of this section, a minor adjustment is an adjustment that does not exceed the lesser of 10% of the approved amount for an expenditure category (calculated cumulatively) or \$10,000 (calculated cumulatively) (a "Minor Adjustment"). The Project Recipient must obtain MANITOBA's prior written consent for any adjustment that is not a Minor Adjustment. The adjustments under this section may not in any case increase the total amount of Program Funds to be contributed by MANITOBA in any Fiscal Year as provided for under this Agreement.
- 3.07 With respect to any Program Funds provided to the Project Recipient as a start-up payment or advance, the Project Recipient must submit an advance payment report, satisfactory to MANITOBA, of expenditures made on account of Eligible Expenses. Such advance payment report must be provided by the Project Recipient to MANITOBA within ninety (90) days after the date of the advance payment by MANITOBA. The amount of any Program Funds not actually paid by the Project Recipient on account of Eligible Expenses in the Fiscal Year for which the Program Funds were advanced, or for which satisfactory proof of their expenditure on account of Eligible Expenses in the required Fiscal Year is not provided to MANITOBA, shall become immediately repayable to MANITOBA.

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- 3.08 No Program Funds shall be deemed or considered to be earned in the hands of the Project Recipient until such time as they are expended by the Project Recipient on account of Eligible Expenses. Until that time, any and all Program Funds provided to the Project Recipient shall be deemed to be held by the Project Recipient in trust for MANITOBA and neither the Program Funds nor any interest in them may be claimed or attached by any third party, whether by security agreement or otherwise.

SECTION 4.00 - REPORTING

- 4.01 The Project Recipient must comply with the Project Reporting Requirements set out in Schedule "A".
- 4.02 Each and every financial statement to be submitted by the Project Recipient to MANITOBA in accordance with Schedule "A" must be:
- (a) in a form acceptable to MANITOBA and certified in writing by the Project Recipient as being complete and accurate; and
 - (b) supported by a detailed General Ledger and such documents and other materials, including (without limitation) invoices, statements and receipts, as MANITOBA may require to verify that the Eligible Expenses have been actually expended by the Project Recipient.
- 4.03 Each and every project status report to be submitted by the Project Recipient to MANITOBA in accordance with Schedule "A" must be:
- (a) in a form acceptable to MANITOBA and certified in writing by the Project Recipient as being complete and accurate; and
 - (b) supported by such documents and other materials as MANITOBA may require to verify that the Project has been completed to the extent set out in the project status report.
- 4.04 The Final Report to be submitted by the Project Recipient to MANITOBA in accordance with Schedule "A" must be:
- (a) in a form satisfactory to MANITOBA and certified in writing by the Project Recipient as being complete and accurate; and
 - (b) supported by such documents and other materials, including (without limitation) all working papers, videos and printed materials, and all other records as MANITOBA may require to verify that the Project has been actually completed in compliance with this Agreement.

SECTION 5.00 - FINANCIAL AND PERFORMANCE AUDITS BY MANITOBA

- 5.01 The Project Recipient agrees that MANITOBA may, at any time or times, at MANITOBA's own expense, carry out or cause to be carried out:
- (a) an audit of the books, accounts, and records of the Project Recipient in relation to the Project, and Eligible Expenses; and
 - (b) a performance audit and inspection of all aspects of the Project, including any Project site or sites, facilities, and equipment of the Project Recipient.

The Project Recipient agrees to provide all assistance that MANITOBA or its representatives may reasonably require for the carrying out of such audit.

- 5.02 If any audit indicates that there has been an Overpayment of Program Funds to the Project Recipient, MANITOBA shall be entitled to, at its option, either:
- (a) deduct the amount of the Overpayment from MANITOBA's next payment towards Eligible Expenses; or
 - (b) demand immediate repayment of the amount of the Overpayment from the Project Recipient.

If MANITOBA demands repayment of any such Overpayment, the Project Recipient must pay the amount as demanded within thirty (30) days of the date of demand.

SECTION 6.00 - EVALUATION, AUDIT AND REVIEW OF THE PROGRAM AND THE PROJECT BY THE GOVERNMENT PARTIES

- 6.01 The Project Recipient agrees to establish and maintain, and ensure that its agents or subcontractors maintain, such accounting records, financial documents and other records, including supporting documents and files, as are necessary for the proper financial management of the Project and the Program Funds advanced by MANITOBA under this Agreement.
- 6.02 The Project Recipient must, from the commencement of the Project and for at least six (6) years after Project Completion or the termination of this Agreement, as the case may be, keep and preserve proper books, accounts, receipts, working papers, videos and all other written records relating to the Project, including (without limitation) accurate and complete financial and accounting records prepared in accordance with generally accepted accounting principles, and make them available for inspection and audit by the Government Parties, or their representatives or auditors, on request.
- 6.03 The Project Recipient agrees to provide, and to ensure that any agent or subcontractor of the Project Recipient provides, reasonable facilities for such inspections and audits, provide copies of or extracts from the accounts, financial

documents, files, and other records as are requested, and promptly provide such other information as may be reasonably requested from time to time by the Government Parties and their representatives and auditors. The Government Parties shall be responsible for any expenses they incur in relation to such evaluations, audits, or reviews.


- 6.04 The Project Recipient agrees to cooperate in any evaluation, audit or review by the Government Parties and agrees that neither the Project Recipient, nor any of its officers, directors, employees or agents, shall interfere in any evaluation, audit or review by the Government Parties, or their authorized representatives or agents, either directly or indirectly, nor will the Project Recipient, its officers, directors, employees or agents, take any action during the course of any evaluation, audit or review that may prejudice the outcome of that evaluation, audit or review.
- 6.05 The Project Recipient acknowledges, understands, and agrees that MANITOBA may share information MANITOBA receives under, or in connection with, this Agreement with CANADA.

SECTION 7.00 - REPRESENTATIONS AND WARRANTIES OF THE PROJECT RECIPIENT

7.01 The Project Recipient represents and warrants that:

- (a) it possesses the necessary skills, expertise and experience to undertake, manage and complete the Project in accordance with this Agreement;
- (b) it understands MANITOBA's requirements under this Agreement and will be able to satisfy these requirements;
- (c) it has in place all other financing required for the Project, including any industry financing as may be set out in the Budget;
- (d) it understands, accepts and agrees to the terms and conditions in the Program Guide and the Program Terms and Conditions;
- (e) all statements and representations made by the Project Recipient to MANITOBA, including (without limitation) in the Project Recipient's application, proposal or workplan for funding under the Program, are complete, true and accurate, and all relevant information respecting the Project has been provided to MANITOBA; and
- (f) all statements made and all information provided by the Project Recipient to MANITOBA in the Project Recipient's electronic funds transfer form are complete, true and accurate and the form has been signed by a duly authorized representative of the Project Recipient.

7.02 The Project Recipient further represents and warrants, if it is a corporation, that:

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- (a) it is a valid and existing corporation which is registered under The Corporations Act of Manitoba; and
 - (b) it has the corporate power and capacity to enter into this Agreement and to undertake, manage and complete the Project, and it has taken all necessary corporate action to enter into and to deliver this Agreement to MANITOBA.

7.03 The Project Recipient declares that all representations and warranties set forth in this Agreement are and shall remain true in substance and in fact, and the Project Recipient acknowledges that MANITOBA has entered into this Agreement in reliance thereon.

SECTION 8.00 - OBLIGATIONS AND UNDERTAKINGS OF THE PROJECT RECIPIENT

8.01 The Project Recipient undertakes and agrees:

- (a) if it is a corporation, to ensure that it remains a valid and existing corporation registered under The Corporations Act of Manitoba;
- (b) to ensure that the Project is begun immediately following the execution of this Agreement by both the Project Recipient and MANITOBA;
- (c) to carry out, manage and complete the Project in a professional, safe and prudent manner and in accordance with good business practices;
- (d) to ensure that the Project is carried out and completed with care, skill, diligence and efficiency in accordance with this Agreement;
- (e) to ensure that Project Completion occurs no later than the Project Completion Deadline;
- (f) to apply or use the Program Funds only for Eligible Expenses of the Project and not to finance or pay for any other Project costs or expenses nor use the Program Funds for any other purpose;
- (g) to use reasonable efforts to ensure that the actual Project costs and expenses are kept to a minimum;
- (h) that it shall be solely responsible for the costs and expenses of the Project, including any deficits or cost over-runs;
- (i) not to substantially change any aspect or component of the Project, including (without limitation) the scope of work on the Project, except with the prior written consent of MANITOBA;
- (j) to ensure that, in carrying out the Project, there is compliance with all applicable laws and regulatory requirements, whether federal, provincial or municipal, including (without limitation) all environmental, labour, human

rights, workplace safety and health, and privacy legislation, as well as all prevailing ethical standards;

- (k) to comply with all reasonable directions of MANITOBA relating to the Project and all terms and conditions of the Program specified in the Program Guide and in the Program Terms and Conditions, additional copies (electronic or hard copies) of either or both of which can be obtained from MANITOBA on request;
- (l) to be solely responsible for any and all payments, remittances and deductions required at law, from time to time, to be made for employees, associates, agents and subcontractors of the Project Recipient, including (without limitation) those required for the Canada Pension Plan, Employment Insurance, Worker's Compensation and Income Tax;
- (m) to give MANITOBA prompt written notice if any additional funding becomes available to the Project in addition to the financing sources for the Project set out in the Budget; and
- (n) to give MANITOBA prompt written notice of the occurrence of any event which constitutes or may with the passage of time constitute a breach or default under this Agreement.

SECTION 9.00 - EXTENSION OF PROJECT COMPLETION DEADLINE

9.01 Notwithstanding clause 8.01(e), if the Project Recipient fails to complete the Project by the Project Completion Deadline and such failure was due to Unavoidable Delay, MANITOBA may, in its sole discretion, upon the written request of the Project Recipient, agree in writing to an extension of the Project Completion Deadline, which extension may be granted subject to such additional terms and conditions as MANITOBA may require.

SECTION 10.00 - PROJECT PROPERTY

10.01 All activities of the Project Recipient and its officers, employees, agents and subcontractors must be carried out in a manner that does not violate or infringe upon any copyright or moral right under the *Copyright Act* (Canada), or any patent, trademark, trade name, contractual or privacy right recognized by law.

10.02 Ownership of all Intellectual Property arising from the Project shall remain with the Project Recipient.

SECTION 11.00 - NON-LIABILITY OF THE GOVERNMENT PARTIES

11.01 The Project Recipient understands, acknowledges and agrees that the responsibility of the Government Parties is strictly limited to the provision of financial assistance towards the Eligible Expenses of the Project as set out herein. The Project Recipient shall be and remain solely responsible for all phases of the

Project and all activities relating thereto and for ensuring that any and all data, analyses of data, results and conclusions, and other information arising out of or from the Project are complete and accurate.

SECTION 12.00 - INDEMNIFICATION AND INSURANCE


12.01 The Project Recipient agrees to use due care in carrying out the Project and in the performance of its obligations under this Agreement.

12.02 The Project Recipient shall be solely responsible for and agrees to save harmless and fully indemnify each of the Government Parties, and their respective Ministers, officers, employees and agents, from and against all claims, liabilities and demands with respect to or arising out of:

- (a) any injury to persons (including, without limitation, death), damage to or loss or destruction of property, economic loss, consequential damages or infringement of rights (including, but not limited to, intellectual rights or privacy rights), caused by or related, either directly or indirectly, to the Project, the performance of this Agreement or the breach of any term or condition of this Agreement by the Project Recipient or any officer, employee, agent or subcontractor of the Project Recipient;
- (b) any omission or wrongful or negligent act of the Project Recipient, or of any officer, employee, agent, or subcontractor of the Project Recipient; and
- (c) the use of any data, analyses of data, results and conclusions, reports or other information arising from the Project by the Project Recipient or a Third Party.

12.03 The Project Recipient must purchase and maintain throughout the term of this Agreement:

- (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) where the Project 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 Project Recipient owns or leases vehicles that are used directly or indirectly in connection with the Project;

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- (e) comprehensive dishonesty, disappearance, and destruction coverage, including:
 - (i) Insuring Agreement I - Employee Dishonesty Coverage Form A for not less than Twenty-Five Thousand Dollars (\$25,000),
 - (ii) Insuring Agreement II and III – Loss Inside the Premises Coverage and Loss Outside the Premises Coverage for not less than Ten Thousand Dollars (\$10,000) respectively,
 - (iii) Computer Fraud coverage for not less than Ten Thousand Dollars (\$10,000),and represent the Government Parties' interest with a 'third party' endorsement; and
 - (f) property insurance coverage on a replacement cost, all risks-basis for any capital items purchased or otherwise acquired, directly or indirectly, with the Program Funds.

12.04 Without limiting the generality of subsection 12.03:

- (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 Project Recipient must add the Government Parties, 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 Project Recipient and its officers, employees and agents;
- (d) if the professional liability insurance is claims-based, the Project Recipient must maintain the coverage for a minimum of twelve (12) months following the Project Completion Deadline or, alternatively, the Project Recipient must purchase extended claims reporting coverage for that period; and
- (e) the Project Recipient must provide the Government Parties with at least thirty (30) days' advance written notice in the event of cancellation or material reduction of coverage regarding these policies.

12.05 The Project Recipient shall provide MANITOBA with a Certificate of Insurance verifying the required insurance coverage upon request by MANITOBA.

12.06 The kinds and amounts of insurance called for in this section are the minimum required for the Project. The Project Recipient and its insurance and bonding advisers are responsible to determine if additional kinds or amounts of insurance for the Project are advisable.

12.07 The Project 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 upon request.

SECTION 13.00 - DEFAULT AND TERMINATION

13.01 The Project Recipient is in breach of and in default under this Agreement if at any time:

- (a) the Project Recipient (or any of them, if more than one) becomes, or is about to become, bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors; or
- (b) where the Project Recipient consists of one or more corporations and an order is made or a resolution is passed for the dissolution or winding-up of any one or more of them, or if any of them is otherwise likely to lose its corporate status; or
- (c) the Project Recipient ceases to operate, or is about to cease operating; or
- (d) any information provided or any representation, warranty, statement or entry made by or on behalf of the Project Recipient (or any of them, if more than one) in this Agreement or in any report or in any other writing delivered or to be delivered by the Project Recipient pursuant to this Agreement or in support of the Project Recipient's request for funding under the Program is determined to be inaccurate, false or misleading in any material respect; or
- (e) any creditor of the Project Recipient attaches or garnishes or attempts to attach or garnish any Program Funds, whether or not paid by MANITOBA and whether pursuant to this Agreement or otherwise, or seizes or encumbers any substantial asset required for the purposes of the Project; or
- (f) MANITOBA is of the opinion that:
 - (i) the Project Recipient is not carrying out the Project in a manner acceptable to MANITOBA or in accordance with the terms and conditions of this Agreement, or if MANITOBA is not satisfied with the progress of the Project; or
 - (ii) the Project Recipient is not using the Program Funds exclusively for the payment of Eligible Expenses; or

- (iii) the Project Recipient has failed to comply with, or is about to fail to comply with, any of the other terms and conditions of, or obligations and undertakings under, this Agreement; or
- (iv) the outcome of any review, evaluation or audit by MANITOBA is unsatisfactory.

13.02 If the Project Recipient is in breach of or in default under this Agreement, in addition to any other remedies available to MANITOBA at law or in equity, MANITOBA may do or require any one or more of the following:

- (a) request a plan of action satisfactory to MANITOBA that includes timelines for remediation of a breach, default or failure under any one or more of the clauses in subsection 13.01 that, in MANITOBA's sole opinion, is capable of being remedied;
- (b) suspend, withhold, reduce or withdraw further payments due to the Project Recipient under this Agreement;
- (c) set off against any sum payable under this Agreement by MANITOBA to the Project Recipient any amount payable by the Project Recipient to MANITOBA or CANADA, or any government agency, under this Agreement or under any other contract;
- (d) immediately terminate this Agreement, and all further financial obligations of the Government Parties under this Agreement, by giving notice in writing to the Project Recipient, effective on receipt;
- (e) demand that the Project Recipient immediately repay all Program Funds advanced by MANITOBA under this Agreement that remain unaccounted for by the Project Recipient as of the date of the default, breach or failure;
- (f) demand that the Project Recipient immediately repay all or such portion of the Program Funds advanced or paid to the Project Recipient as MANITOBA may, in its sole discretion, decide.

13.03 Upon MANITOBA providing notice of termination under subsection 13.02 of this Agreement, Manitoba shall have no further obligations under this Agreement, including no obligation to make any further payments of the Program Funds to the Project Recipient. The Government Parties shall have no liability to the Project Recipient and the Project Recipient shall have no claim whatsoever against the Government Parties.

13.04 In addition to termination under subsection 13.02, this Agreement will automatically terminate upon MANITOBA notifying the Project Recipient in writing that there are insufficient funds or no funds available under the Program to fund the Project as contemplated in this Agreement. In such event, the Government Parties shall have

no liability to the Project Recipient and the Project Recipient shall have no claim whatsoever against the Government Parties.

- 13.05 If this Agreement is terminated under any of the provisions of this Agreement, a demand for payment is made under subsection 13.02, or the Project is suspended under subsection 15.01, the Project Recipient must immediately return or repay to MANITOBA the amount of any Overpayment, including (without limitation) any amount paid as an advance by MANITOBA that the Project Recipient is not entitled to retain pursuant to the provisions of this Agreement.
- 13.06 If this Agreement is terminated under any of the provisions of this Agreement, the Project Recipient must immediately furnish to MANITOBA, on request, all invoices, accountings, supporting documents and other information and materials (including, without limitation, work in progress) regarding the Project and the Project costs and expenses as MANITOBA may require.

SECTION 14.00 - DEBTS DUE

- 14.01 All Overpayments that are required to be repaid by the Project Recipient to MANITOBA under this Agreement and which are not paid in full when due shall be deemed to be a debt due and owing by the Project Recipient to MANITOBA, with interest thereon calculated from the due date for payment. Interest will be applied thirty (30) days after the date that such payment was due and payable, at an annual rate equivalent to the rate being charged on that date by His Majesty the King in right of the Province of Manitoba to His Crown Corporations for borrowings, which rate of interest shall be payable both before and after judgment.
- 14.02 The Project Recipient understands, acknowledges, and agrees that all debts referred to in subsection 14.01, and any other benefit, right or interest accruing to MANITOBA under this Agreement, may, at any time, without the consent of the Project Recipient, be assigned by MANITOBA to CANADA, or to another organization appointed as the administrator for the purposes of the Program.
- 14.03 The Project Recipient further understands, acknowledges, and agrees that administration of the Program and this Agreement may, at any time, be assigned by MANITOBA to CANADA, or to another organization appointed as administrator of the Program as referred to in subsection 14.02. Written notice of any such assignment shall be given by MANITOBA to the Project Recipient as soon as reasonably practicable following the date of such assignment. The Project Recipient hereby consents to any such future assignment.

SECTION 15.00 - ENVIRONMENTAL IMPACTS

- 15.01 Environmental impacts of the Project not known until after commencement of the Project must be reported to MANITOBA without delay. The Project may, in MANITOBA's discretion, then be suspended pending the results of an environmental impact assessment or MANITOBA may, at its option, terminate this Agreement by notice in writing to the Project Recipient effective upon receipt. In

the event the Project is suspended, or this Agreement is terminated under this subsection, the Government Parties shall have no liability to the Project Recipient and the Project Recipient shall have no claim whatsoever against the Government Parties.

SECTION 16.00 - ASSIGNMENT AND SUBCONTRACTING

16.01 The Project Recipient must not:

- (a) assign or transfer all or any part of this Agreement or any of the Project Recipient's rights or obligations under this Agreement; nor
- (b) subcontract any of the work in connection with the Project other than the subcontracting of specific work as described in Schedule "A" to that subcontractor identified in Schedule "A",


without the prior written consent of MANITOBA, which consent may be withheld for any or no reason or consent given with or without conditions.

16.02 Neither the assignment or transfer of this Agreement by the Project Recipient, nor the subcontracting of any of the work in connection with the Project, including subcontracting to any subcontractor identified in Schedule "A", shall relieve the Project Recipient from any of its obligations under this Agreement, except to the extent that they are properly performed by the Project Recipient's permitted assigns, transferees, or subcontractors.

SECTION 17.00 - THIRD PARTY CONTRACTS

17.01 The Project Recipient shall ensure that any agreements or contracts entered into with any Third Party in respect of the Project shall:

- (a) be awarded in a manner that is competitive, fair, transparent and consistent with money for value principles and compliant with all applicable trade agreements, good business practices and any requirements which may be reasonably stipulated by MANITOBA;
- (b) be consistent with the terms and conditions of this Agreement;
- (c) provide that the Third Party properly account for the services or goods provided by the Third Party to the Project Recipient in relation to the Project and payment received in this respect, prepared in accordance with generally accepted accounting principles (GAAP);
- (d) provide that the Third Party preserve all accounting records, financial documents, copies of contracts with other parties and other records relating to the Project for a period of at least six (6) years after Project Completion or, if this Agreement is terminated earlier, for a period of at least six (6) years from the date of termination;

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- (e) provide that the Third Party keep available for inspection and audit at all reasonable times during the term of the Project and for a further period of at least six (6) years after Project Completion or, if this Agreement is terminated earlier, for a period of at least six (6) years from the date of termination, all records, documents and contracts referred to in clause 17.01(d), for inspection and audit by the Government Parties and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections and audits, to provide copies of and extracts from such records, documents or contracts upon request by the Project Recipient, the Government Parties or their respective representatives or auditors, and to promptly provide such other information and explanations as may be reasonably requested by the Project Recipient, the Government Parties, or their respective representatives or auditors, from time-to-time;
 - (f) provide that the Third Party shall comply with all applicable laws and regulatory requirements, whether federal, provincial or municipal, including (without limitation) all environmental, labour, human rights, workplace safety and health, and privacy legislation, as well as all prevailing ethical standards; and
 - (g) provide that the Third Party shall be solely responsible for all and shall save harmless and indemnify the Government Parties, and their respective Ministers, officers, employees, and agents from and against all claims, liabilities and demands with respect to:
 - (i) any injury to persons including (without limitation, death), damage to or loss or destruction of property, economic loss, consequential damages or infringement of rights (including, but not limited to, intellectual rights or privacy rights) caused by or related, either directly or indirectly, to the performance of the contract or the breach of any term or condition of the contract by the Third Party or any officer, employee, agent or subcontractor of the Third Party; and,
 - (ii) any error, omission or wrongful or negligent act of the Third Party, or of any officer, employee, agent, or subcontractor of the Third Party.

17.02 Upon the request of MANITOBA, the Project Recipient shall provide a copy of any contract entered into with a Third Party respecting the Project.

17.03 Any Third Party with which the Project Recipient enters into a contract or agreement for the purpose of the Project that is a corporation required under *The Corporations Act* (Manitoba) or otherwise to be registered to carry on its business in the Province of Manitoba must be registered and in good standing under the laws of the Province of Manitoba.

17.04 The Project Recipient shall allow MANITOBA to carry out or cause to be carried out such inspections and audits of the Project and of the accounts and records of a Third Party pertaining to the Project as MANITOBA may reasonably require from time to time.

SECTION 18.00 - PUBLICATIONS AND COMMUNICATIONS

18.01 The Project Recipient shall ensure that any and all communications (including social media), publications, advertising and news releases referring to the Project or comprising the Project results and conclusions, comply with the requirements specified in the Sustainable CAP External Communications Guide, an electronic copy of which document the Project Recipient received together with this Agreement.

18.02 Without limiting the generality of subsection 18.01, any and all such communications, publications, advertising and news releases, must:

- (a) acknowledge the financial contributions of both Government Parties towards the Project in a manner that complies with the requirements specified in the Sustainable CAP External Communications Guide; and
- (b) include a written disclaimer, that in form and content complies with the requirements specified in the Sustainable CAP External Communications Guide, that any data, analyses of data, Project results and conclusions or other information are those of the Project Recipient and not of the Government Parties.

18.03 The Project Recipient must provide MANITOBA with a copy of all final communications, publications, advertising, and news releases.

18.04 The Project Recipient must cooperate with MANITOBA to prominently display signs, which MANITOBA may provide, in locations where Project activities are undertaken to identify that funding under the Program was provided for the purposes of the Project.

18.05 The Project Recipient agrees that, notwithstanding any other provision of this Agreement, the Government Parties may make public announcements or otherwise make available to the public the Project title, the name of the Project Recipient, the amount of funding made available under this Agreement from the Governments of Manitoba and Canada and the general nature of the Project.

SECTION 19.00 - NOTICES

19.01 Any notice or other communication under this Agreement must be in writing, and addressed and personally delivered, sent by prepaid registered mail or sent by electronic transmission, to the parties as follows:

(a) to MANITOBA:

Manitoba Agriculture
Sustainable Canadian Agriculture Partnership Program
903-401 York Avenue
Winnipeg, MB R3C 0P8
Email: agriculture@gov.mb.ca

(b) to the Project Recipient:

[Legal Name of Project Recipient]
[Address]
[City], [Province], [Postal Code]
Attention: [Primary Contact]
Email: [Email address]

19.02 Any notice or communication that is:

- (a) delivered, shall be deemed to have been received on the date of the delivery; or
- (b) sent by registered mail, shall be deemed to have been received on the third business day of the addressee following the date of mailing; or
- (c) sent by electronic transmission, shall be deemed to have been received on the date of transmission if transmitted on a business day of the addressee, and if not on a business day, on the next business day of the addressee.

If mail service is disrupted by labour controversy on or within three (3) business days from the date of mailing, the notice or communication must be delivered or sent by personal delivery or electronic transmission.

19.03 MANITOBA or the Project Recipient may change its own address and other information set out in subsection 19.01 by giving notice in writing to the other party.

SECTION 20.00 - RELOCATION OR DISPOSITION OF CAPITAL ITEMS

20.01 The Project Recipient must not sell, transfer, assign, give away, lend, lease or otherwise part with possession (except for regular maintenance or repair) of any capital items (as those items, if any, are identified in Schedule "A") that qualify as Eligible Expenses of the Project for the purpose of this Agreement for the greater of five (5) years from:

- (a) the date of acquisition of the capital item; or
- (b) the Project Completion Deadline,

without MANITOBA's prior written approval, which approval may or may not be granted in MANITOBA's sole discretion.

20.02 Except as may be required for regular maintenance and repair, the Project Recipient must not relocate or move from the Project site(s) any capital items (as those items, if any, are identified in Schedule "A") that qualify as Eligible Expenses of the Project for the purpose of this Agreement for the greater of five (5) years from:

- (a) the date of acquisition of the capital item; or
- (b) the Project Completion Deadline,

without MANITOBA's prior written approval, which approval may or may not be granted in MANITOBA's sole discretion.

SECTION 21.00 - AMENDMENTS

21.01 Any amendment to this Agreement may only be made by agreement between the parties hereto in writing.

SECTION 22.00 - ENTIRE AGREEMENT

22.01 This Agreement, including the Schedule hereto, and including the Program Guide and the Program Terms and Conditions which documents are incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as expressly provided for herein, supersedes all previous negotiations, verbal statements, correspondence and other documents relating to the Project.

SECTION 23.00 - TIME OF ESSENCE

23.01 MANITOBA has the right to require strict observance by the Project Recipient of all deadlines imposed by this Agreement.

SECTION 24.00 - WAIVER

24.01 The failure of MANITOBA to, at any time, require strict performance by the Project Recipient of any provision hereof shall in no way affect MANITOBA's rights thereafter to enforce such provision, nor shall the waiver by MANITOBA of any breach, default or failure under this Agreement be taken or held to be a waiver of any similar or other breach, default, or failure. Any such waiver given by MANITOBA must be in writing and signed by an authorized person in order to be effective.

SECTION 25.00 - APPLICABLE LAW

25.01 This Agreement shall be interpreted, performed, and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, and all disputes shall be heard in the courts of the Province of Manitoba.

SECTION 26.00 - JOINT AND SEVERAL RESPONSIBILITY

26.01 Where the Project Recipient is more than one individual, person or entity, all obligations under this Agreement on the part of the Project Recipient shall be deemed to be joint as well as several.

SECTION 27.00 - ENUREMENT

27.01 This Agreement shall enure to the benefit and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, as the case may be.

SECTION 28.00 - COUNTERPARTS AND ELECTRONIC TRANSMISSION

28.01 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 or by electronic mail in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart.

This Agreement has been executed on behalf of The Government of Manitoba, by its duly authorized representative, and by the Project Recipient or its duly authorized signatory or signatories, on the dates noted below.

FOR THE GOVERNMENT OF MANITOBA:

Witness

Minister of Agriculture, or delegate

Date: _____



SIGNED IN THE PRESENCE OF:

FOR THE PROJECT RECIPIENT:

I/We hereby state that I/we have authority to bind the Project Recipient.

Signature of witness

Signature of Project Recipient or authorized signatory for Project Recipient

Name of witness

Name and title or office of person signing, if signing on behalf of Project Recipient

Date: _____

SIGNED IN THE PRESENCE OF:

FOR THE PROJECT RECIPIENT:

I/We hereby state that I/we have authority to bind the Project Recipient.

Signature of witness

Signature of Project Recipient or authorized signatory for Project Recipient

Name of witness

Name and title or office of person signing, if signing on behalf of Project Recipient

Date: _____

SCHEDULE A

PROJECT DESCRIPTION, PERFORMANCE INDICATORS AND PROJECT OUTCOMES, BUDGET AND ELIGIBLE EXPENSES OF THE PROJECT, DISBURSEMENT SCHEDULE AND PROJECT REPORTING REQUIREMENTS.

1. PROJECT DESCRIPTION, PERFORMANCE INDICATORS AND PROJECT OUTCOMES

Project Description:

[Project description]

Performance Indicators:

A quantitative and qualitative summary of the project results and major achievements will be required which must include all applicable data from the following table:

PERFORMANCE INDICATOR	DESCRIPTION	Target Value

Details respecting the above performance indicators will be included in Final Report.

Project Outcomes:

[Project outcomes]

2. BUDGET AND ELIGIBLE EXPENSES OF THE PROJECT

[Budget table]

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

Eligible Expenses must be incurred and paid by the Project Recipient between [Project Start Date] and [Project End Date], inclusive of both dates, to be eligible for funding under this Agreement.

3. DISBURSEMENT SCHEDULE

Except as may be otherwise expressly set out herein, all capitalized terms used in this part shall have the meaning ascribed to them in the Contribution Agreement itself.

Program Funds contributed by the Government Parties are to be used to pay only Eligible Expenses of the Project as outlined in the Budget.

Contributions Toward Eligible Expenses

A. The following is an estimated timeline of when Program Funds will be disbursed to the Project Recipient for the purposes of the Project, provided that all reporting and other requirements under the Contribution Agreement have been satisfied:

PAYMENT	PROGRAM FUNDS	DISBURSEMENT DATE
1	Up to \$ [Amount]	upon review and approval by MANITOBA of a financial claim and a status update report, which are to be submitted on or before [Enter Date]
4	Up to \$ [Amount]	upon review and approval by MANITOBA of a final financial claim, final report and the completion of a performance insert, which are to be submitted upon project completion and no later than [Enter Date]
TOTAL	\$ [Amount]	

B. All contributions of Program Funds contemplated in paragraph A above are subject to adjustment by MANITOBA following reconciliation of prior advances/payments, based on actual expenditures on account of Eligible Expenses of the Project and any variance between the actual expenditures and

the Budget as set out in Schedule "A", as said Budget may be amended during the term of this Agreement in accordance with Section 21.00.

- C. All contributions of Program Funds are subject to the terms and conditions set out in the Contribution Agreement itself of which this Schedule forms a part.

4. **PROJECT REPORTING REQUIREMENTS**

Advance Payment Report (if applicable):

In accordance with subsection 3.07, the Project Recipient must submit an advance payment report, satisfactory to MANITOBA, of expenditures made on account of Eligible Expenses. The advance payment report must be provided by the Project Recipient to MANITOBA within ninety (90) days after the date of the advance payment by MANITOBA.

The Project Recipient must prepare the advance payment report using the template provided by MANITOBA.

Financial Claim:

In accordance with subsection 4.02, the Project Recipient must submit a financial claim, satisfactory to MANITOBA and certified in writing by the Project Recipient, of expenditures made on account of Eligible Expenses which support each payment identified in the Disbursement Schedule above and must be provided by the Project Recipient to MANITOBA no later than the dates listed below.

The Project Recipient must prepare each financial claim using the template provided by MANITOBA and each Eligible Expense must be supported by a detailed General Ledger and/or such documents and other materials, including (without limitation) invoices, statements and receipts, proof of payment, etc.

- Due on or before [DATE]
- Due on or before [DATE]

Project Status Reports:

A status update report, satisfactory to MANITOBA, must be provided by the Project Recipient to MANITOBA no later than the dates listed below.

The Project Recipient must prepare the project status report using the template provided by MANITOBA.

- Due on or before [DATE]

Final Report and Performance Indicator Insert:

A final report and performance indicator insert, satisfactory to MANITOBA, must be provided by the Project Recipient to MANITOBA upon Project Completion and prior to the final payment of Program Funds to the Project Recipient with respect to Eligible Expenses, and no later than the date listed below.

The Project Recipient must prepare the final report and performance indicator insert using the templates provided by MANITOBA.

- Due on or before [DATE]

It is important that all reports be in lay language as much as possible.

The following information, collected through the application and reporting processes, will be publicly shared by MANITOBA on their website:

- Name of the Project Recipient
- Project title
- The general nature of the Project
- The amount of funding made available under this Agreement from the Governments of Manitoba and Canada

All other items will be considered as confidential and will not be shared with the public without additional consent from the applicant.