

Farm Energy and Agri-Processing Program Terms and Conditions

1. Purpose

The Farm Energy and Agri-Processing Program shares costs with the agriculture and agri-processing sector on energy efficiency investments. The Program is designed to encourage energy management which will result in cost savings, energy conservation, and ultimately, reduced greenhouse gas emissions.

The Program offers financial support, subject to financial constraint, to Applicants who incorporate high efficiency equipment that is identified in the applicable Funding List in their construction and/or retrofitting projects.

There is limited funding in the Program. Applications will be considered for approval on a first-come, first-served basis, subject to Program funding constraints.

2. Definitions - In these Program Terms and Conditions, the following terms have the following meanings:

- 2.1 Agri-Processor:** means a registered entity that operates in Alberta that:
- is active in the business of changing a raw Agricultural Product into a value-added product through physical, chemical, or thermal means;
 - contracts to have product(s) processed and packaged on their behalf; or
 - operates one or more processing facilities that are formally registered by federal or provincial inspection authorities, and which markets its products through wholesale distribution channels (eg. to retail or to foodservice), and does not sell exclusively through an on premise or single company owned retail outlet.
- 2.2 Agricultural Product:** means a:
- plant or plant product;
 - meat product; or
 - product, including any food or drink, wholly or partly derived from a plant or animal.
- 2.3 Agri-Processor Funding List:** means the funding list that identifies and refers to expenses that may be incurred by Agri-Processors for Projects under the Program, as may be amended.
- 2.4 AF:** means Alberta Agriculture and Forestry
- 2.5 Applicant:** means the legal entity that submits an Application and meets the eligibility criteria in s. 3.1.1.
- 2.6 Application:** means the Program application form and all documents required to be submitted pursuant to that form and the Program Terms and Conditions.
- 2.7 Approval Letter:** means the letter sent by AF to an Applicant notifying the Applicant that they have been approved for a grant, specifying the amount of the grant, describing the Project, and listing the Eligible Expenses, as may be amended.
- 2.8 Eligible Expenses:** means the expenses listed in the Grant Agreement.

- 2.9 Executed Agreement:** means the executed agreement between the Minister and an Applicant specifying the details of the grant, describing the Project, and listing the Eligible Expenses, as may be amended.
- 2.10 Federal Crown:** means Her Majesty the Queen in Right of Canada.
- 2.11 Funding List:** means the Primary Producer Funding List or the Agri-Processor Funding List, as applicable.
- 2.12 Grant Agreement:** means an Approval Letter or an Executed Agreement.
- 2.13 Minister:** means the Minister of AF and his authorized representative(s).
- 2.14 Primary Producer:** means an individual or a registered entity operating in Alberta responsible for the day-to-day management and work on the farm, including responsibility for input costs for agricultural crops or livestock producing at least \$10,000 worth of farm commodities annually, but does not include a landlord whose only interest in the crop or livestock is that of ownership of the land.
- 2.15 Primary Producer Funding List:** means the funding list that identifies and refers to expenses that may be incurred by Primary Producers for Projects under the Program, as may be amended.
- 2.16 Program:** means the Farm Energy and Agri-Processing Program.
- 2.17 Program Term:** means the time period for the Program, being December 15, 2017 to March 31, 2020.
- 2.18 Program Terms and Conditions:** means the terms and conditions of the Program set out in this document, as may be amended.
- 2.19 Project:** means the activities described in the Grant Agreement that have Eligible Expenses associated with them.
- 2.20 Project Term:** means the time period between April 1, 2016 (the Project start date) and the Project end date stated in the Grant Agreement.
- 2.21 Provincial Crown:** means Her Majesty the Queen in Right of Alberta.
- 2.22 Reimbursement Claim Form:** means the form to be submitted by the Applicant, together with all documentation required to be submitted pursuant to that form and the Program Terms and Conditions, to request payment from the Program.

3. Eligibility

3.1. Eligible Applicants

3.1.1. To be eligible to apply to this Program, a person must be:

- a) a Primary Producer;
- b) an Agri-Processor; or
- c) an entity that is both a Primary Producer and an Agri-Processor.

3.2. Ineligible Applicants

3.2.1. The following persons are ineligible to apply for this Program:

- a) research stations, post-secondary institutions and other organizations funded in whole or in part by the government;
- b) federal, provincial or local governments or their agencies or commissions; and
- c) any other person deemed ineligible by the Minister.

3.3. Eligible Activities

- 3.3.1. Subject to sections 3.3.2 to 3.3.5, the following activities may be included in an Application:
- a) for Applicants who are Primary Producers, the purchase of equipment that is identified or referred to in the Primary Producer Funding List;
 - b) for Applicants who are Agri-Processors, the purchase of equipment that is listed or referred to in the Agri-Processor Funding List; and
 - c) for Applicants who are both Primary Producers and Agri-Processors, the purchase of equipment that is identified or referred to in the Primary Producer Funding List or the Agri-Processor Funding List, provided that the equipment to be purchased from the respective Funding List is to be installed in the applicable operation of the Applicant.
- 3.3.2. All equipment purchased under the Program must:
- a) be used in the Applicant's agricultural operation producing a primary commodity or in the Applicant's agri-processing operation producing a value-added agri-product, as applicable; and
 - b) considered by the Minister to be acceptably energy efficient.
- 3.3.3. The Applicant cannot receive any other government funding at any time for equipment purchased under the Program.
- 3.3.4. Activities included in an Application must be reasonably appropriate for the size of the Applicant's operation. The Minister has the absolute discretion to:
- a) only approve some activities in an Application if the activities included are not reasonably appropriate for the size of the Applicant's operation, in the sole discretion of the Minister; and
 - b) reject an Application if the activities in the Application, when considered with activities in other Applications submitted by the Applicant, are not together reasonably appropriate for the size of the Applicant's operation, in the sole discretion of the Minister.
- 3.3.5. In completing a Project, the Applicant must:
- a) comply with all applicable laws and regulations; and
 - b) obtain all required governmental approvals prior to commencing the Project, including those related to public health and safety, labour codes and standards, care and use of animals in research, wildlife habitat, and environmental protection.
- 3.3.6. Equipment purchased for the Project pursuant to the Program which requires authorization for installation by an agency must receive such approval prior to installation of the equipment.
- 3.3.7. Acceptance of an Application under this Program creates no obligation on the part of the Provincial Crown or Federal Crown to provide licenses or

approvals under any legislation.

3.4. Eligible Expenses

- 3.4.1. The following expenses may be included in an Application:
 - a) expenses listed or referred to in the Funding List applicable to the Applicant based on the location where the equipment will be installed; and
 - b) any other expense otherwise approved by the Minister.
- 3.4.2. If an Application is approved, all Eligible Expenses must be incurred by the Applicant during the Project Term, which begins on April 1, 2016 and ends on the date stated in the Grant Agreement.
- 3.4.3. In incurring Eligible Expenses, the Applicant must follow a process that is transparent, fair, and promotes the best value for the money expended. Eligible Expenses incurred by the Applicant must be at competitive prices that are no greater than fair market value.
- 3.4.4. If the Minister, in his sole discretion, considers the amount of any Eligible Expense claimed by the Applicant to be unreasonable, the Minister may adjust the amount of that Eligible Expense to an amount the Minister considers reasonable.

3.5. Ineligible Expenses

- 3.5.1. Expenses that are not eligible for reimbursement under the Program and which must not be included in an Application include:
 - a) Goods and Services Tax (GST);
 - b) installation costs;
 - c) costs for equipment funded through any other government grants, programs or projects;
 - d) labour costs of the Applicant, or the Applicant's employees;
 - e) costs incurred by the Applicant to prepare documents, process invoices, administration costs and other internal costs;
 - f) expenses incurred in transactions between individuals who are related to each other by blood, marriage, adoption, common-law relationships, or close-business ties;
 - g) costs incurred outside the Project Term, as determined by the Minister; and
 - h) any other expense deemed by the Minister to be an ineligible expense.

4. Applications

- 4.1. Applications must be received by AF or postmarked on or before the deadline stated on the Program website.
- 4.2. Applications must include:
 - a) a completed Program application form, signed by an authorized representative, and all documents required to be submitted pursuant to the Program application form; and

- b) any supplementary documentation requested by the Minister.
- 4.3.** Applications must be delivered to:

Farm Energy and Agri-Processing Program
302, 7000-113 Street NW
Edmonton, AB, T6H 5T6
AF.FEAP@gov.ab.ca

- 4.4.** The Minister will not accept an Application for which the total grant request is less than \$500.
- 4.5.** There is limited funding in the Program. Applications will be divided into three groups based on whether an Applicant is a Primary Producer, an Agri-Processor, or both. The Applications in each group will then be considered by AF for approval on a first-come, first-served basis, subject to Program funding constraints.
- 4.6.** Applications containing activities not listed directly in the Funding List will be assessed pursuant to assessment criteria by a Technical Review Panel to determine if the project described in the Application is considered not business as usual, and the energy savings of the proposed system will justify the cost. If these requirements are satisfied, the Application will be processed on a first-come, first-served basis pursuant to s. 4.5. Approval of any project through the Technical Review Panel shall not set a precedent for approval of similar projects.
- 4.6** The Minister may reject any Application that is ineligible, inaccurate or incomplete in the sole discretion of the Minister.
- 4.7** Applications must be signed by the Applicant or on behalf of the Applicant by a properly authorized representative. The Minister may require evidence of authorization. Personal designates are not permitted to sign Applications unless they have Power of Attorney (submitted with the Application). Either executors or administrators can sign on behalf of estates.
- 4.8** An Application will not be considered complete unless the Statement of Certification on the Program application form is signed.
- 4.9** Submission of an Application does not entitle the Applicant to a grant under the Program.
- 4.10** The Applicant acknowledges that the grant may not be sufficient to cover the entire cost of the Project, and that the Applicant shall be solely responsible for raising funds from other sources to complete the Project. The Applicant acknowledges that the grant is the only financial assistance the Minister will provide under the Program to the Applicant for the Project.
- 4.11** If an Application for \$150,000 grant dollars or less is approved by the Minister, the Applicant will be sent an Approval Letter.
- 4.12** If an Application for more than \$150,000 grant dollars is approved by the Minister, the Applicant must enter into an Executed Agreement with the Minister.

5 Amendments to the Grant Agreement

- 5.1** A Grant Agreement may be amended as follows during the Project Term:
- a) The Applicant may request that:

- i. activities described in s. 3.3.1 be added to the Grant Agreement, or that approved activities described in the Grant Agreement be removed;
 - ii. expenses listed in the applicable Funding List be added to the Grant Agreement, or that Eligible Expenses listed in the Grant Agreement be removed; or
 - iii. the Project Term be changed,
- by submitting a written request to the Minister outlining and justifying the proposed amendments.
- b) If the Minister approves a proposed amendment, the Minister will:
- i. send an amendment letter to the Applicant if the Grant Agreement is an Approval Letter; or
 - ii. enter into an amending agreement with the Applicant if the Grant Agreement is an Executed Agreement.

5.2 The Minister is not required to approve any proposed amendment to a Grant Agreement.

5.3 Prior to the Applicant receiving an amendment letter from the Minister or entering into an amending agreement with the Minister, any activities undertaken by the Applicant or expenses incurred by the Applicant that are not described in the Grant Agreement are undertaken and incurred by the Applicant at the Applicant's own risk as they may not be approved or funded by the Minister.

6 Funding Levels

- 6.1** The Program provides grants on a cost-shared, reimbursement basis to cover Eligible Expenses for Projects up to a maximum of \$250,000 per Applicant per Fiscal Year, and up to a maximum of \$750,000 per Applicant over the Program Term.
- 6.2** Eligible Expenses shall be cost-shared pursuant to the funding levels stated in the applicable Funding List.
- 6.3** In the event that provincial and 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 Payments

- 7.1** Grant payments will be made on a reimbursement basis based on Eligible Expenses incurred and claimed by the Applicant and approved by the Minister pursuant to the Grant Agreement during the Project Term.
- 7.2** The only Eligible Expenses for which the Applicant may make a claim for reimbursement are the Eligible Expenses listed in the Grant Agreement which are directly incurred by the Applicant in completing the Project during the Project Term, unless otherwise authorized by the Minister.
- 7.3** To make a claim for reimbursement, the Applicant must submit, by the dates specified in the Grant Agreement:
- a) a completed Reimbursement Claim Form with copies of all documentation (eg. invoices, receipts, or other supporting

documentation) necessary to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all of the Eligible Expenses claimed;

- b) a status report or final report for the Eligible Expenses incurred in and paid in the period covered by the report; and
- c) any supplementary documentation requested by the Minister.

- 7.4** The determination of whether an expense incurred by the Applicant constitutes an Eligible Expense that is eligible for reimbursement under the Program is at the sole discretion of the Minister.
- 7.5** 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).
- 7.6** Projects and Eligible Expenses qualify only once under the Program.
- 7.7** The amount of the grant stated in the Grant Agreement will be adjusted based on Eligible Expenses claimed by the Applicant and approved by the Minister, but shall not exceed the amount stated in the Grant Agreement.
- 7.8** Applicants cannot assign or defer any payment under this Program.
- 7.9** Payments may be considered farm support payments and AGR-1 tax slips will be issued in the name of the Applicant, if applicable.

8. Equipment Purchased

- 8.1** Equipment purchased by the Applicant pursuant to the Grant Agreement must be:
 - a) in the Applicant's physical possession by the end of the Project Term; and
 - b) installed in the Applicant's agricultural or agri-processing facility and operational by 6 months after the end of the Project Term, unless the Minister's prior written approval is obtained under s. 17.2 to sell, lease, or otherwise dispose of the equipment before this time.

9 Reporting Requirements

- 9.1** If required by the Minister, the Applicant shall provide the Minister with written status reporting, to the Minister's satisfaction and by dates specified by the Minister, detailing:
 - a) the status of the Project, including the estimated percentage of the work completed and the estimated date of completion, and a financial report detailing all expenditures to date;
 - b) any other grants received or to be received from any level of government in respect of the Project;
 - c) any material events, developments or circumstances arising in relation to the Project; and
 - d) any other information requested by the Minister.

- 9.2** If required by the Minister, the Applicant shall provide the Minister with a written final report, to the Minister's satisfaction and by the date specified by the Minister, which includes:
- a) a list of the Project activities completed by the Applicant;
 - b) if the Applicant obtained an independent third party energy assessment, a copy of the energy assessment report that was produced;
 - c) one or more photographs and a description of the completed Project for use in accordance with section 14.1(a); and
 - d) any other information requested by the Minister.
- 9.3** The Minister may request the Applicant to submit additional reports during the Project Term which the Applicant shall submit, to the Minister's satisfaction, by the dates specified by the Minister.
- 9.4** The Minister may request the Applicant to provide utility bills for their agriculture operation and/or agri-processing operation, as applicable, for the time period specified by the Minister.
- 9.5** If required by the Minister at any time during the Program Term and during the three years following the Program Term, the Applicant shall complete a follow-up survey, to the Minister's satisfaction, and submit the survey by the date specified by the Minister.

10 Verification

- 10.1** The Applicant must submit documentation to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all of the Eligible Expenses claimed. Documents the Applicant may submit to do this include:
- a) invoices for the claimed Eligible Expenses that are in the Applicant's name;
 - b) proof of payment for the claimed Eligible Expenses.
- The Applicant must also provide any other documentation requested by the Minister that the Minister requires to be satisfied that the Applicant incurred and paid the Eligible Expenses claimed.
- 10.2** All items on an invoice submitted by the Applicant must be listed separately, and the cost for each Eligible Expense must be clearly identified.
- 10.3** The Applicant consents to the Minister releasing any information contained in the Application, or related to it, and obtained by the Minister in the course of verifying or auditing the Application, to any other government department, agency or other body for the purposes of verifying 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.
- 10.4** The Applicant agrees to give representatives of the Minister access to examine their farming or business operation from the date of the Approval Letter or the effective date of the Executed Agreement until six years following the end of the Project Term. The Applicant agrees to make available to the Minister all farm records, books of account, invoices, income tax returns, and audit and evaluation reports in

relation to the Project that are necessary for the audit and evaluation of the Project. If the Applicant fails to provide such information within a reasonable time on reasonable notice, as determined by the Minister, the Applicant may be required to refund any payments received under the Program, as well as forfeit any future payments under the Program.

11. Inspection

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

12. Energy Assessments

12.1 Successful Applicants may be required by the Minister to participate in a pre and/or post Project energy assessment at any time during the Program Term and during the three years following the end of the Program Term.

13. Use of Data

13.1. Data collected by the Minister from Applicants under the Program may be used by the Minister to:

- a) develop energy use benchmarks; and
- b) determine the following:
 - i. aggregate energy savings as a result of the Program;
 - ii. aggregate energy savings as a result of the Program by farm type or agri-processing type;
 - iii. aggregate carbon emission reductions as a result of the Program; and
 - iv. aggregate carbon emission reductions as a result of the Program by farm type or agri-processing type.

Applicants' personal information shall not be presented with this data.

14. Communications

14.1 If an Application is approved, the Applicant shall do the following.

- a) The Applicant shall obtain and submit to the Minister one or more photographs and a description of the work in progress or of the completed Project for use by the Provincial Crown or Federal Crown in social media and other digital communications as determined by the Minister. By submitting the photographs and description, the Applicant grants the Provincial Crown and Federal Crown permission to use the photographs and description for all communication purposes.

- b) If requested by the Minister, the Applicant shall install a physical sign on the property as determined by the Minister recognizing the funding contributions to the Project.
- c) The Applicant shall provide the Minister with 60 days notice in writing of any intention to install a permanent plaque or other suitable marker with respect to the Project. The installation is subject to the approval of the Minister.

15. Non-Compliance

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

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

15.2 Upon the occurrence of an Event of Default:

- a) in addition to any other remedy under the Program Terms and Conditions, the Grant Agreement, or at law, the Minister may do one or more of the following:
 - (i) withhold payments of the grant to the Applicant;
 - (ii) demand that the Applicant immediately repay to the Minister all or part of the grant. Any such amount shall be a debt due to and recoverable by the Minister;
 - (iii) terminate the grant; and
- b) the Minister may require the Applicant to do one or more of the following:
 - (i) make no further commitments for expenditures and make no further disbursements that would be Eligible Expenses, except with the Minister’s prior written approval;
 - (ii) pay to the Minister the amount demanded pursuant to s. 15.2(a)(ii); and
 - (iii) provide an accounting of the full amount of the grant with an audit report.

16. Refunds

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

17. Disposal of Assets

17.1 In this section, "Asset" means any real or personal property or immovable or movable asset, acquired, constructed, rehabilitated or improved, in whole or part, with funds provided under this Program.

17.2 From the date of the Approval Letter or the effective date of the Executed Agreement until five years after the end of the Project Term, the Applicant shall not sell, lease, or otherwise dispose of, directly or indirectly, any Asset to any entity, without the prior written approval of the Minister, which may be unreasonably withheld.

17.3 The Applicant may be required to reimburse the Federal Crown via the Minister, any funds received from the Minister, if at any time within five years from the end of the Project Term, the Applicant sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated, or renovated, in whole or in part, as a result of or in connection with the Grant Agreement, other than to the Federal Crown, the Provincial Crown, a local government, or with the Federal Crown's consent.

18. Right of Set-Off

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

19. False or misleading information

19.1 An Applicant who provides false, misleading or incomplete information under this Program forfeits all rights to benefit from this Program.

20. Debts to Provincial Crown or Federal Crown

20.1 The Minister has the right to deduct from any grant approved for an Applicant any amount due and owing to the Provincial Crown or Federal Crown by the Applicant.

21. Compliance with Laws

21.1 The Applicant agrees to comply with all applicable legislation including but not limited to fulfilling its obligations under the federal *Lobbying Act*, R.S.C., 1985, c. 44 (4th Supp.) as may be amended.

22. Representations and Warranties

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

- a) the person signing is duly authorized to make this 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 other person has submitted an Application and received funding for the same activities, including without limitation, a person who is not arm's 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) it has adequate human resources, experience and skills to carry out the activities described in the Application;
- j) 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;
- k) if activities described in the Application require authorization by an agency, the Applicant has obtained such approval prior to the commencement of the activities;
- l) 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;

- m) 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
- n) 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.

23. Grant Regulation and Disclosure of Grant Recipient Information

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

24. Changes to the Program, Program Terms and Conditions, or Funding List

- 24.1** The Minister may change or terminate the Program, or revise the Program Terms and Conditions and/or Funding Lists, by posting the revised Program Terms and Conditions and/or Funding Lists on the Program website.
- 24.2** An Application shall be administered by, and the grant provided by the Minister to the Applicant shall be governed by, the Program Terms and Conditions and Funding Lists that were posted on the website as of the date that the Application was received.

25. Ministerial Discretion

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