

**Sustainable Canadian Agricultural Partnership  
Resilient Agricultural Landscape Program (RALP)**

**LAND USE AGREEMENT (Wetlands) XXX-XXXXX**

This Agreement is made effective the \_\_\_\_ day of \_\_\_\_, 20\_\_ (the “**Effective Date**”)

BETWEEN:

**HIS MAJESTY IN RIGHT OF ALBERTA**  
as represented by the **Minister of Agriculture and Irrigation**  
(the “**Minister**”)

AND:

**[legal name of Eligible Applicant]**  
(the “**Eligible Applicant**”)

**BACKGROUND:**

- A. The Minister is delivering a program known as the Resilient Agricultural Landscape Program (RALP), which is a program operated under the *Sustainable Canadian Agricultural Partnership* (Sustainable CAP), the fifth Federal-Provincial-Territorial (FPT) multilateral framework on Agriculture, Agri-Food and Agri-based Products Policy.
- B. The Eligible Applicant applied for funding for its project.
- C. The Minister has approved the Eligible Applicant for funding under the Program.
- D. The Eligible Applicant is prepared to perform and enter into certain undertakings relative to the payment of the grant.

**THE PARTIES AGREE AS FOLLOWS:**

**PART 1: INTERPRETATION**

**1.1 DEFINITIONS**

**1.1.1 Definitions** – In this Agreement:

- (a) “**Agreement**” means this agreement, including the schedule;

- (b) “**Application**” means the application submitted by the Eligible Applicant to the Program;
- (c) “**Cost Determination**” the total value the landowner may receive for wetland work is not greater than local land values (if received through other programming) plus \$1000/acre provided by RALP for the ecological goods and services provided by the wetland;
- (d) “**Effective Date**” means the date first mentioned above;
- (e) “**EFP Approval**” means an Environmental Farm Plan certificate or completion letter issued by Agricultural Research & Extension Council of Alberta (ARECA) under the Alberta Environmental Farm Plan (AEFP) program;
- (f) “**Eligible BMP Activity**” means a BMP activity listed in the Eligible BMP Activity and Payment Schedule
- (g) “**Eligible BMP Activity and Payment Schedule**” means the document at Schedule “A”;
- (h) “**Eligible Lands**” means the lands where an Eligible BMP Activity is to be implemented;
- (i) “**Event of Default**” has the meaning given in section 4.4.1 (Event of Default);
- (j) “**Federal Crown**” means His Majesty in Right of Canada;
- (k) “**Final Report**” means the report described in section 4.1.2 (Final Report);
- (l) “**Funding Category**” means a category of BMP activities that may be approved as an Eligible BMP Activity, as set out in the Funding List;
- (m) “**Funding List**” means the Resilient Agricultural Program (RALP) 2023-2028 Beneficial Management Practices (BMP) Funding List, as of the date that the Application was received by the Minister;
- (n) “**Grant**” means the grant described in section 3.1.1 (Payment of Grant);
- (o) “**Implementation Date**” has the meaning given in section 1.3.3 (Implementation Dates);
- (p) “**Program**” means the Sustainable Canadian Agricultural Partnership Resilient Agricultural Landscape Program;
- (q) “**Program Terms and Conditions**” means the terms and conditions for the Program as of the date that the Application was received by the Minister;
- (r) “**Project Term**” has the meaning given in section 1.3.2 (Project

Terms);

- (s) “**Provincial Crown**” means His Majesty in Right of Alberta;
- (t) “**Regulation**” means the *Ministerial Grants Regulation* (AR 215/2022);
- (u) “**Sustainable Canadian Agricultural Partnership**” (or “**Sustainable CAP**”) means the Federal-Provincial-Territorial agricultural program referenced in paragraph “A” of the Background; and
- (v) “**Term**” means the period in which this Agreement is in effect, as set out at section 1.3.1 (Term of Agreement).

## 1.2 INTERPRETATION

- 1.2.1 **Regulation** – Nothing in this Agreement relieves the Eligible Applicant from strict compliance with the Regulation or otherwise affects the interpretation or application of the Regulation.
- 1.2.2 **Headings and Sections** – The headings in this Agreement are for convenience only and do not define, limit, or enlarge the scope or meaning of this Agreement. References in this Agreement to sections correspond to the numbered provisions of this Agreement.
- 1.2.3 **Singular and Plural** – Words in the singular include the plural and vice versa, as the context requires.
- 1.2.4 **References to Agreements and Enactments** – A reference to another agreement, instrument, or enactment includes reference to such agreement, instrument or enactment as may be amended, restated, or replaced. A reference to an enactment includes reference to such enactment as may be amended or superseded.
- 1.2.5 **Schedules** – The following is attached to and forms part of this Agreement:  
Schedule “A” – Eligible BMP Activity and Payment Schedule
- 1.2.6 **Entire Agreement** – This Agreement is the entire agreement between the Minister and the Eligible Applicant regarding support by the Minister for the Eligible BMP Activities, and supersedes all previous agreements, correspondence, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement. In the event of a conflict between the body of this Agreement and a schedule, the body shall prevail. In the event of a conflict between this Agreement and the Program Terms and Conditions, the Agreement shall prevail.

### 1.3 TERMS AND IMPLEMENTATION DATES

- 1.3.1 Term of Agreement** – This Agreement is in effect from the Effective Date to the end of the longest Project Term under this Agreement.
- 1.3.2 Project Terms** – The “**Project Term**” for an Eligible BMP Activity starts on April 1 of the year in which the Application was submitted, and ends on the third March 31 afterwards, or the effective date of the termination of the Eligible BMP Activity, whichever is earlier. (E.g. If the Applicant applied in the Year 1 intake cycle, the Project Term is from April 1, 2023 to March 31, 2026.)
- 1.3.3 Implementation Dates** – The “**Implementation Date**” for an Eligible BMP Activity is March 31 of the year after the year in which the Application was submitted, or such later date as the Minister may allow, in his discretion, where the Eligible Applicant has requested an extension and the Minister considers the extension to be appropriate under the Program.

## **PART 2: ELIGIBLE BMP ACTIVITIES**

### 2.1 ELIGIBLE BMP ACTIVITIES

- 2.1.1 Implementation Date** – The Eligible Applicant shall develop, construct, install or otherwise be ready to implement each Eligible BMP Activity by its Implementation Date. The determination of whether an Eligible BMP Activity is ready for implementation is in the discretion of the Minister.
- 2.1.2 No Adverse Effects** – The Eligible Applicant must implement each Eligible BMP Activity in a manner that does not cause adverse effects on wildlife or the environment. If the Minister determines that an Eligible BMP Activity has or may have adverse effects, the Minister may terminate the Eligible BMP Activity under section 2.3.3 (Termination for Adverse Effect).
- 2.1.3 Maintenance of BMP** – The Eligible Applicant shall manage and maintain the Eligible Lands and the Eligible BMP Activity to ensure that, throughout the Project Term, the Eligible BMP Activity continues to function and to provide its original benefits. Reasonable measures may include protecting against over-grazing, fire, excessive weed growth, invasive species, sediment loading and other perils.
- 2.1.4 Continued Implementation** – The Eligible Applicant shall continue to maintain, practice, or otherwise implement each Eligible BMP Activity throughout its Project Term.

- 2.1.5 Compliance with Laws** – In conducting any activities in relation to an Eligible BMP Activity, the Eligible Applicant shall:
- (a) comply with all applicable laws; and
  - (b) obtain all required governmental approvals before starting the Eligible BMP Activity, including those related to public health and safety, labour codes and standards, care and use of animals in research, wildlife habitat, and environmental protection.

## **2.2 CARBON OR GHG OFFSET CREDITS**

- 2.2.1 Offset Information** – Upon request by the Minister, the Eligible Applicant shall provide to the Minister all information, and shall do all such other acts reasonably requested by the Minister, to allow the Minister to quantify carbon offset credits or other acreage offsets created through each Eligible BMP Activity on the Eligible Lands for the duration of its Project Term.
- 2.2.2 No Carbon/GHG Offsets** – Carbon sequestered under an Eligible BMP Activity is ineligible for carbon credits/GHG offsets (e.g. Federal GHG Offset System) for the duration of the Term. The Program is intended to be complementary to those offset programs and not duplicate accounting of sequestration efforts.
- 2.2.3 Not Previously Assigned** - The Eligible Applicant represents and warrants that, as of the Effective Date, carbon/GHG offset credits or other acreage offsets on the Eligible Lands have not been previously assigned.

## **2.3 EARLY TERMINATION OF ELIGIBLE BMP ACTIVITY**

- 2.3.1 Withdrawal of Landowner Consent** – The Eligible Applicant shall notify, verbally or in writing, the Minister as soon as practicable after the Eligible Applicant learns that the registered owner of the Eligible Lands has withdrawn or will withdraw its consent for the conduct of an Eligible BMP Activity on the Eligible Lands. The Eligible BMP Activity shall be deemed to have been terminated as of the date that the registered owner withdraws its consent.
- 2.3.2 Sale of Eligible Lands** – The Eligible Applicant shall notify, verbally or in writing, the Minister as soon as practicable after the Eligible Applicant learns that Eligible Lands are or will be sold. The Eligible BMP Activity shall be deemed to have been terminated as of the date of the transfer of the land unless the purchaser agrees to allow the Eligible Applicant to conduct the Eligible BMP Activity on the Eligible Lands for the remainder of the Project Term.
- 2.3.3 Termination for Adverse Effect** – The Minister may terminate an Eligible BMP Activity where the Minister determines that its implementation causes

or may cause adverse effect. The Minister shall choose the effective date of the termination.

**2.3.4 Termination by Request** – The Minister shall terminate an Eligible Applicant upon request by the Eligible Applicant. The Minister shall choose the effective date of the termination.

**2.3.5 Amendment of Schedule** – Where an Eligible BMP Activity is terminated under Article 2.3, the Eligible Activity and Payment Schedule shall be deemed to be have been amended to remove the Eligible BMP Activity as of the effective date of the termination.

### **PART 3: FINANCIAL PROVISIONS**

#### **3.1 THE GRANT**

**3.1.1 Payment of Grant** – Subject to the terms and conditions of this Agreement, the Minister will contribute up to a maximum **[WRITE THE NUMBERS IN TEXT BOLD UNDERLINE] (\$XXX.00) DOLLARS** by way of a grant (the “Grant”) to the Eligible Applicant.

**3.1.2 Amount of Grant** – The amount of the Grant payable in respect of each Eligible BMP Activity shall be calculated in accordance with the Cost Determination set out in the Funding List for the Funding Category in which the Eligible BMP Activity falls. The amount of the Grant payable to the Eligible Applicant for each Eligible BMP Activity is set out in the Eligible BMP Activity and Payment Schedule.

**3.1.3 Timing of Grant** – Subject to the terms and conditions of this Agreement and any adjustments to the Grant amount made pursuant to section 3.1.4 (Reduction of Grant), the Minister will pay the Grant to the Eligible Applicant as follows:

\$\_\_\_\_\_ after execution of this Agreement

**3.1.4 Reduction of Grant** –The amount of the Grant payable under this Agreement may be reduced if, in the Minister’s determination, any of the following has occurred:

- (a) the Eligible Applicant fails to meet its obligation under section 2.1.1 (Implementation Date) to be ready to implement an Eligible BMP Activity by its Implementation Date, in which case the entire Grant amount payable for that Eligible BMP Activity will be deducted;
- (b) the Eligible Applicant fails to meet its obligation under section 2.1.4 (Continued Implementation) to implement an Eligible BMP Activity throughout its Project Term, in which case the Grant amount payable for that Eligible BMP Activity will be reduced as follows:

- (i) 66% of the Grant payable in respect of the Eligible BMP Activity (as stated in the Eligible BMP Activity and Payment Schedule) will be deducted if the Eligible Applicant ceases to implement the Eligible BMP Activity at any time in the second year of the Project Term;
  - (ii) 33% of the Grant payable in respect of the Eligible BMP Activity (as stated in the Eligible BMP Activity and Payment Schedule) will be deducted if the Eligible Applicant ceases to implement the Eligible BMP Activity at any time in the third year (if any) of the Project Term;
- (c) the Eligible BMP Activity was terminated under Article 2.3, in which case the Grant amount payable for that Eligible BMP Activity will be reduced as follows:
- (i) if the termination occurs in the first year of the Project Term, then the entire Grant amount payable for that Eligible BMP Activity will be deducted;
  - (ii) 66% of the Grant payable in respect of the Eligible BMP Activity (as stated in the Eligible BMP Activity and Payment Schedule) will be deducted if the termination occurred in the second year of the Project Term;
  - (ii) 33% of the Grant payable in respect of the Eligible BMP Activity (as stated in the Eligible BMP Activity and Payment Schedule) will be deducted if the termination occurred in the third year (if any) of the Project Term;
- (d) section 3.1.6(a) (Stacking) is engaged, in which case the entire Grant amount payable for that Eligible BMP Activity will be deducted;
- (e) section 3.1.6(b) (Stacking) is engaged, in which case the amount of the Grant shall be reduced so that the total provincial and municipal government funding for the Eligible BMP Activity does not exceed 100% of the Eligible Applicant's implementation expenses;
- (f) any other cause for a reduction that is set out in this Agreement.

**3.1.5 Repayment** – The Eligible Applicant must repay the Grant as follows:

- (a) if the amount paid to the Eligible Applicant exceeds the amount payable to the Eligible Applicant (after any adjustments under section 3.1.4 (Reduction of Grant));
- (b) if the Minister determines that the Grant was paid in respect of an expense that is not an Implementation Cost, or was paid where the Eligible Applicant was otherwise not entitled to payment;
- (c) if required under other sections of this Agreement.

### 3.1.6 Stacking

- (a) No Grant is payable in respect of an Eligible BMP Activity for which the Eligible Applicant has received (or will receive during the Term) any federal funding.
- (b) The Minister may reduce the amount of the Grant payable for Implementation Costs for an Eligible BMP Activity where the Minister determines that total of provincial and municipal government funding for the Eligible Applicant's implementation expenses for an Eligible BMP Activity exceeds 100% of the value of those expenses.

**3.1.7 No Other Financial Assistance** – The Eligible Applicant acknowledges that the Grant may not be sufficient to cover the entire cost of the Eligible BMP Activities and that the Eligible Applicant shall be solely responsible for raising funds from other sources to complete the Eligible BMP Activities. The Eligible Applicant acknowledges that the Grant is the only financial assistance the Minister will provide to the Eligible Applicant for the Eligible BMP Activities.

**3.1.8 Farm Support Payments** – Payments of the Grant may be considered farm support payments, and AGR-1 tax slips will be issued in the name of the Eligible Applicant, if applicable.

**3.1.9 No Obligation to Provide Licenses or Approvals** – Payment of the Grant does not obligate the Minister or Federal Crown to provide licenses or approvals under any legislation.

**3.1.10 Subject to Appropriation** – If federal or provincial 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. The Eligible Applicant acknowledges that federal and provincial funding levels may change and is not undertaking the Eligible BMP Activity solely in reliance on funding from the Minister.

## **PART4: GENERAL TERMS AND CONDITIONS**

### **4.1 REPORTING**

**4.1.1 Final Report** – The Eligible Applicant must submit a final report that covers the Term. The final report is due by the end of the Term. The report must include:

- (a) documentation that establishes, to the satisfaction of the Minister, that the Eligible Applicant continued to implement each Eligible BMP Activity on the Eligible Lands throughout the Term. Examples of



acceptable documentation include invoices, receipts, and site photos;

- (b) any other documentation requested by the Minister; and
- (c) a copy of the Eligible Applicant's valid and current EFP Approval, if the Applicant did not submit it as part of its Application.

**4.1.2 Reviews and Additional Information** – The Minister may request, and the Eligible Applicant shall provide in a timely manner:

- (a) reviews, assessments or further reports prepared by the Eligible Applicant's auditors regarding the Final Report; and
- (b) additional information about any matter in the the Final Report.

**4.1.3 Additional Reports** – The Minister may request the Eligible Applicant to provide, additional reports during the Term which the Eligible Applicant shall submit, to the Minister's satisfaction, by the dates specified by the Minister.

## **4.2 RECORDS, INSPECTIONS AND AUDITS**

**4.2.1 Implementation Records** – From the Effective Date until six (6) years after the Term, the Eligible Applicant shall maintain sufficient documentation to allow the Minister to verify the Eligible Applicant's readiness to implement each Eligible BMP Activity by the required date, and the duration for which the Eligible Applicant maintained the Eligible BMP Activity on the Eligible Lands. Examples of acceptable documentation include: invoices in the Eligible Applicant's name, proof of payment, and photos.

**4.2.2 Financial Records** – From the Effective Date until six (6) years after the Term, the Eligible Applicant shall keep separate books, accounts, and records for the Eligible BMP Activity, in accordance with generally accepted accounting principles.

**4.2.3 Inspection** – During the Term, the Eligible Applicant shall allow the Minister to examine the Eligible Applicant's farming or business operation to verify the its eligibility for the Grant and its compliance with this Agreement. The Eligible Applicant shall allow examination of the farming or business operation and shall make available all records, books of account, income tax returns, invoices, databases, and audit and evaluation reports in relation to the Eligible BMP Activities that are necessary for this purpose. If an Eligible Applicant fails to provide such access or information, the Eligible Applicant may forfeit its right to further payments of the Grant, and may be required to repay some or all the Grant already paid.

**4.2.4 Audit and Evaluation** – During the Term and for six (6) years after, the Eligible Applicant shall allow the Minister or the Auditor General of Alberta to audit and evaluate the Grant, the Eligible BMP Activity, or the Eligible

Applicant's compliance with this Agreement. The Eligible Applicant shall allow examination of the farming or business operation and shall make available all records, books of account, income tax returns, invoices, databases, and audit and evaluation reports in relation to the Eligible BMP Activities that are necessary for this purpose. If the Eligible Applicant fails to provide such access or information, the Eligible Applicant may forfeit its right to further payments of the Grant, and may be required to repay some or all the Grant already paid.

- 4.2.5 Cooperation** – The Eligible Applicant shall cooperate with the Minister or the Auditor General of Alberta in the conduct of an inspection, audit, or evaluation.

### **4.3 REPRESENTATIONS AND WARRANTIES**

- 4.3.1 Representations and Warranties** – The Eligible Applicant represents and warrants:

- (a) it has made full, true and plain disclosure to the Minister of all facts relating to the Eligible BMP Activity that are material to this Agreement, including without limitation all sources of funding from federal, provincial and municipal governments;
- (b) it is not aware of any discussions to effect a sale, transfer, assignment or pledge of interest which would result in a change of the control of the Eligible Applicant or of the disposition of all or substantially all the assets of the Eligible Applicant;
- (c) it is not aware of any discussions to effect a sale, transfer, assignment or pledge of interest of the Eligible Lands;
- (d) it has the necessary financial resources to complete the Eligible BMP Activity;
- (e) it has adequate human resources, experience and skills to carry out its responsibilities under the Agreement;
- (f) no application has been made for the same Eligible BMP Activity by any other person, including without limitation, a person who is not arms-length or a related person as defined by the *Income Tax Act* (Canada) or by a shareholder, member or partner who is actively carrying on farming or business on behalf of a corporation;
- (g) no member of the House of Commons or the Senate shall derive any financial advantage from the Grant that would not be permitted under the *Parliament of Canada Act*;
- (h) no current or former federal public office holder or federal public servant to whom the *Conflict of Interest Act* (Canada), the Conflict of Interest Code for Members of the House of Commons, or the Values and Ethics Code for the Public Sector and the Policy on Conflict of Interest and Post-Employment applies shall derive any advantage or

benefit from the Grant unless the provision or receipt of such advantage or benefit is in compliance with such legislation, codes and policies;

- (i) any person lobbying, as that term is defined in the *Lobbyists Registration Act* (Canada), on the Eligible Applicant's behalf is registered pursuant to that Act;
- (j) the execution by the Eligible Applicant of this Agreement and the carrying out of this Agreement have been duly and validly authorized by the Eligible Applicant in accordance with applicable law, and this Agreement will constitute a binding legal obligation of the Eligible Applicant;
- (k) the Eligible Applicant has the power and authority and all necessary licenses and permits to own and operate its properties and carry on its operations, to enter into this Agreement, and to perform its obligations under this Agreement;
- (l) there is presently no action, suit, or proceeding being brought or pending or threatened against or affecting the Eligible Applicant which could affect its operations, properties, or financial condition or its ability to complete the Eligible BMP Activity;
- (m) if the Eligible BMP Activity requires authorization by an agency, that the Eligible Applicant has obtained such approval prior to the commencement of the Eligible BMP Activity;
- (n) 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;
- (o) the persons signing is duly authorized to enter the Agreement, bind the Eligible Applicant to the Agreement, and in the case of a partnership, bind the partners to the Agreement on the basis of joint and several liability.

#### 4.4 DEFAULT AND TERMINATION

4.4.1 **Event of Default** – Any one more of the following, as determined in the Minister's discretion, shall constitute an event of default ("**Event of Default**"):

- (a) the Eligible Applicant does not meet the eligibility criteria in the Program Terms and Conditions;
- (b) an Eligible BMP Activity does not meet the eligibility criteria in the Program Terms and Conditions;
- (c) the Eligible Applicant fails to implement an Eligible BMP Activity throughout the Project Term;
- (d) the Eligible Lands are sold during the Project Term, and the Eligible Applicant does not obtain the consent of the purchaser to implement

- the Eligible BMP Activity on the Eligible Lands;
- (e) the Eligible Applicant fails to provide a copy of the valid and current EFP Approval with its Final Report, where required under section 4.1.2 (Final Report);
  - (f) the Eligible Applicant fails to repay an amount due under section 3.1.5 (Repayment) or section 4.4.2 (Consequence of Default) by the date specified by the Minister;
  - (g) the Eligible Applicant fails to comply with any of its obligations under this Agreement;
  - (h) the Eligible Applicant provides false or misleading information to the Minister;
  - (i) the Eligible Applicant becomes insolvent or ceases to carry on its operations, or a resolution is passed or an application is made for winding up, dissolution, liquidation or amalgamation of the Eligible Applicant.

**4.4.2 Consequences of Default** – Upon the occurrence of an Event of Default, the Minister shall give written notice to the Eligible Applicant, specifying the period of time within which the Eligible Applicant must cure the Event of Default. The Eligible Applicant shall diligently work to cure the default after receiving the notice. If the Eligible Applicant does not cure the Event of Default to the Minister's satisfaction:

- (a) in addition to any other remedy under this Agreement or at law, the Minister may do one or more of the following:
  - (i) withhold payments of the Grant;
  - (ii) demand that the Eligible Applicant immediately repay to the Minister all or part of the Grant;
  - (iii) terminate the Agreement; and
- (b) the Minister may require the Eligible Applicant to do one or more of the following, and depending on the requirement, the Eligible Applicant shall immediately:
  - (i) pay to the Minister the amount demanded pursuant to section 4.4.2(a)(ii);
  - (ii) provide an accounting of the full amount of the Grant with an audit report.

**4.4.3 Termination** – In addition to termination under section 4.4.2 (Consequences of Default), this Agreement may be terminated:

- (a) by the Minister, without cause, by giving fourteen (14) days written notice to the Eligible Applicant; or
- (b) by the mutual written consent of the parties.

**4.4.4 Action on Termination** – On termination of this Agreement pursuant to section 4.4.2 (Consequences of Default) or section 4.4.3 (Termination) the Minister may require the Eligible Applicant to provide an accounting of the Grant, with or without an audit report.

## **4.5 COMMUNICATIONS AND DISCLOSURE OF INFORMATION**

**4.5.1 Announcements** – The Eligible Applicant shall not make any public announcement regarding the entering into of this Agreement except in consultation with the Minister, and with the approval of the Minister as to the content of the announcement.

**4.5.2 Approval of Communication** – Communications and communication materials related to the Agreement must be approved by the Minister.

**4.5.3 Communication Materials** – The Eligible Applicant shall adhere to the S-CAP communication standards for all communications related activities related to the Eligible BMP Activity, by ensuring

- (a) The S-CAP graphic standard, the official mark “Alberta”, and the official mark “Canada” are applied and represented in this order; and
- (b) The official mark “Canada” and official mark “Alberta” are identified equally.

Electronic copies of the S-CAP graphic standard, the official mark “Alberta” and the official mark “Canada” may be obtained from the Minister upon request.

**4.5.4 Disclosure of Information** – The Eligible Applicant consents to the Minister releasing any information contained in the Application Final Report, or related to it, to any other government departments, agencies or other bodies:

- (a) so those bodies may verify the Eligible Applicant’s eligibility for carbon offset/GHG programs; or
- (b) so the Minister may verify the Eligible Applicant’s compliance with this Agreement.

**4.5.5 Disclosure of Agreement** – The Eligible Applicant acknowledges and agrees that Minister may disclose this Agreement and its contents by any means chosen by the Minister, including by tabling it before the Legislature. The Eligible Applicant further acknowledges and agrees that the Minister will publicly disclose the following information relating to the Agreement in accordance with the *Fiscal Planning and Transparency Act*: grant recipient name, amount of the grant, the program under which the grant is paid, and the payment date. The Eligible Applicant also acknowledges and agrees that the Federal Crown is authorized to publicly release the grant recipient’s

name, the amount of the grant, and the general nature of the Eligible BMP Activity.

- 4.5.6 Freedom of Information and Protection of Privacy Act** - Information and records maintained by the Minister relating to this Agreement are subject to the *Freedom of Information and Protection of Privacy Act* (Alberta). This Act allows any person a right of access to records in the custody or under the control of a public body, subject to limited and specific exceptions.

#### **4.6 INTELLECTUAL PROPERTY**

- 4.6.1 Non-Commercial Use by Minister** – The Eligible Applicant shall own any intellectual property, including any copyright, trademarks and patents over the materials developed or arising from the course of carrying out the Eligible BMP Activity. The Minister shall be entitled to make such non-commercial use of any intellectual property delivered in the Eligible Applicant's reporting as it sees fit (including excerpts therefrom), and the Eligible Applicant shall, upon request, provide to the Minister any specific licenses or authorizations as may be required, including if necessary, the supply of waivers of moral rights as may be required for the use of excerpts from the intellectual property.

#### **4.7 NOTICES**

- 4.7.1 Notices** – All notices or documents required or permitted to be given or submitted by one party to the other under this Agreement shall be deemed given or submitted to the other party if in writing and either personally delivered, sent by registered mail or sent by e-mail to the office of the addressee as follows:

- (a) if to the Minister:

Alberta Agriculture and Irrigation

Attn:

Email:

- (b) if to the Eligible Applicant:

Full Legal Name

Attn:

Email: XXXXXXX@XXX.com

A party may change its contact information by giving notice to the other in the above manner.

- 4.7.2 Delivery of Notice** – Notices are effective as follows:

- (a) If sent by personal delivery, with proof of delivery;
- (b) If sent by registered mail, with proof of receipt;
- (c) If sent by ordinary mail, seven (7) calendar days after the date on which the notice was mailed; or
- (d) If sent by e-mail, effective on receipt by the recipient, subject to section 4.7.3 (E-mail).

**4.7.3 E-Mail** – Notices or documents may be delivered by e-mail if the notice or document is sent to the designate specified in section 4.7.1 (Notices) at the specified address, and

- (a) the electronic agent receiving the document or notice at that address receives the notice or document in a form that is usable for subsequent reference, and
- (b) the sending electronic agent obtains or receives a confirmation that the transmission to the address of the person to be served was successfully completed.

## **4.8 MISCELLANEOUS**

**4.8.1 Change in Control** - From the Effective Date until three (3) years after the Term, the Eligible Applicant shall not, without the prior written consent of the Minister, cause or suffer to exist any sale, transfer, assignment or pledge of interest which would result in a change of control of the Eligible Applicant, or of the disposition of all or substantially all of the assets of the Eligible Applicant.

**4.8.2 Liability** – The Eligible Applicant acknowledges that the Provincial Crown and Federal Crown are not liable to the Eligible Applicant or the Eligible Applicant's heirs, administrators or assigns for personal injury, property damage, or any other damage, injury, claim or loss whatsoever arising out of the Eligible BMP Activity or the Eligible Applicant's participation in the Program.

**4.8.3 Indemnity** – The Eligible Applicant shall indemnify and hold harmless the Minister, his employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) in relation to the Eligible Activity arising from the negligence, other tortious act or willful misconduct by the Eligible Applicant, or those for whom the Eligible Applicant is legally responsible. This section shall survive the conclusion or termination of this Agreement.

**4.8.4 Repayments** – The Eligible Applicant shall pay the amounts due under this Agreement to the Finance Minister, by the dates set by the Minister. An amount repayable by the Eligible Applicant under this Agreement is a debt due to and recoverable by the Provincial Crown.

- 4.8.5 Right of Set-Off** – The Minister may set-off against any other grant or amount payable to the Eligible Applicant under any programs administered within Alberta Agriculture and Irrigation any amounts that become repayable by the Eligible Applicant under this Agreement.
- 4.8.6 Right to Deduct** – The Minister may deduct from the Grant any amount owed to the Provincial Crown or Federal Minister.
- 4.8.7 Amendment** – This Agreement may be amended in writing signed by duly authorized representatives of each party.
- 4.8.8 Waiver** – Any waiver by any party of the performance by another of an obligation under this Agreement must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed otherwise.
- 4.8.9 Assignment** – The Eligible Applicant may not assign this Agreement or any right or benefit under it.
- 4.8.10 Survival** –Despite any other provision of this Agreement, those sections which by their nature continue after the expiry or termination of this Agreement shall continue after such expiry or termination. Without limiting the foregoing, the following sections survive this Agreement:
- Section 3.1.5 (Repayment)
  - Section 4.2.1 (Implementation Records)
  - Section 4.2.2 (Financial Records)
  - Section 4.2.4 (Audit and Evaluation)
  - Section 4.2.5 (Cooperation)
  - Section 4.4.2(b) (Consequence of Default)
  - Section 4.4.4 (Action on Termination)
  - Article 4.5 (Communications and Disclosure of Information)
  - Article 4.6 (Intellectual Property)
  - Section 4.8.1 to 4.8.5

[remainder of this page intentionally left blank]



**4.8.11 Counterparts** – This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement. Communication of execution by e-mailed PDF will constitute delivery.

**SIGNED BY THE PARTIES:**

**HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the Minister of Agriculture and Irrigation**

**[ELIGIBLE APPLICANT]**

Per:

Per:

\_\_\_\_\_  
[name, title]

\_\_\_\_\_  
[name, title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SAMPLE

**LAND USE AGREEMENT (Wetlands)**

**Schedule "A" – Eligible BMP Activity and Payment Schedule**

<b>Eligible BMP Activity</b>	<b>Acres</b>	<b>\$/acre</b>	<b>Grant Amount</b>
		\$1,000	
	<b>TOTAL MAX GRANT AMOUNT</b>		

SAMPLE