



The Agricultural Management Institute

Project Funding Procedures and Guidelines

January 2011

Canada



Growing Forward 

The Agricultural Management Institute Project Funding Procedures and Guidelines

These procedures and guideline have been developed to assist the agricultural industry in accessing project funding available through the Agricultural Management Institute (AMI). Eligible applicants can submit completed project application forms to receive funding for activities that meet the project objectives, fall under one of the categories and meet the criteria outlined below. Applications will be reviewed by the AMI Board of Directors. All decisions regarding the application's eligibility for funding are the sole judgment of the AMI Board of Directors.

The Project Objectives

Projects should be new, innovative and contribute to one or more of the following objectives:

- demonstrate the benefits of business planning;
- address farm business management gaps and opportunities;
- foster the development of producers working cooperatively and share beneficial business management practices;
- encourage producers to incorporate beneficial business management practices into their daily operations and activities; and,
- develop simple and applicable business management information, products, services, resources or training for producers that enhance decisions making and farm profitability.

Eligibility:

Eligible applicants: Canadian citizens and any registered organization, agency, association, community group, institution, university, college, group, joint venture, or consortium carrying on operations in Canada and capable of entering into a legal agreement with the AMI;

The AMI will fund direct expenditures required to implement the approved project. These can include but are not limited to:

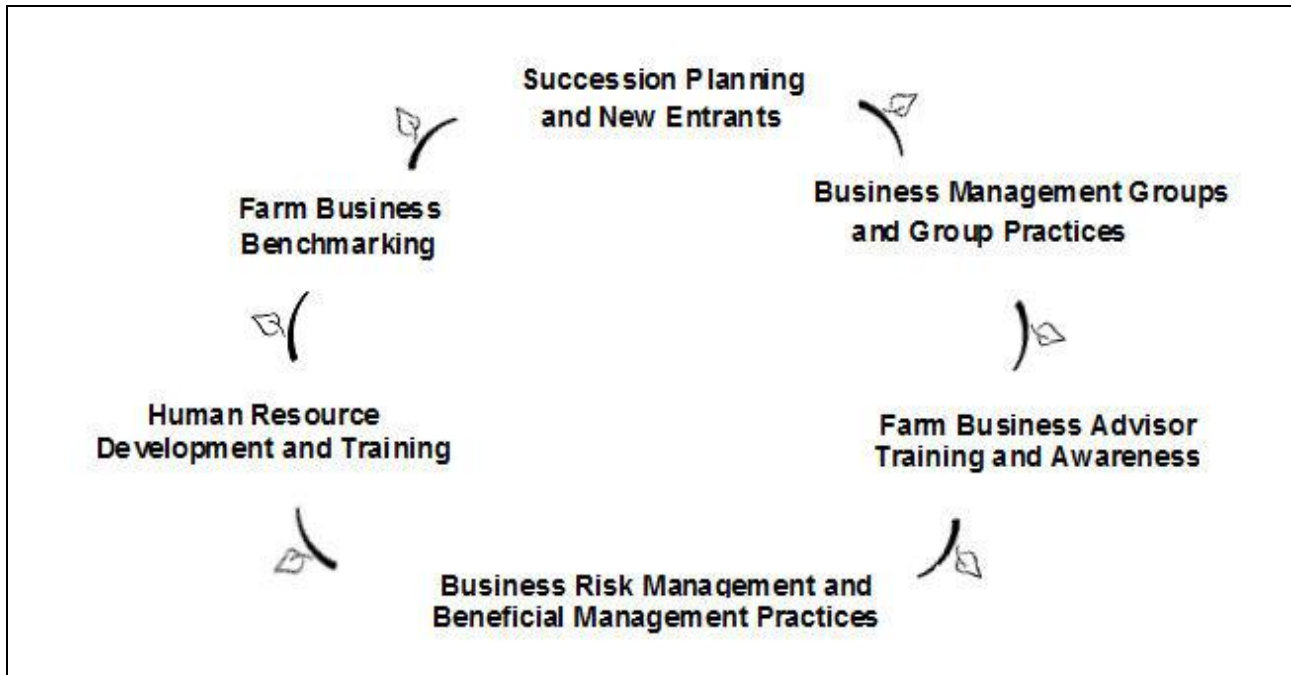
- incremental costs for consultants, and/or other contracted goods and services;

- cost of developing project materials, project communications, project advertising, outreach/extension activities and project public notices;
- incremental costs for rental or lease of facilities or equipment;
- hospitality and travel costs within provincial government guidelines;
- cost of material production in both official languages;
- rental costs for equipment and conference rooms;
- incremental cost of services, such as salaries and benefits, specific per diem fees of personnel working directly on the development and delivery of the project; and,
- non-reimbursable portion of the Goods and Services Tax or its successor.

The AMI will not fund: Expenditures that are not eligible include but are not limited to:

- Normal overhead costs associated with carrying out the business of the applicant and/or its partners;
- Costs incurred prior to the approved project start date including costs associated with preparing and submitting the project application;
- Costs that are not arms-length to the applicant
- Ongoing activities or direct income support of the applicant and normal costs of establishing a commercial operation;
- Capital costs such as the construction of buildings, or the acquisition of land and/or equipment;
- Projects or parts a project that will not be shared with the public.
- Costs covered under any Federal and/or Provincial and/or Municipal programs;

Program Categories: Projects must fall under one of the following categories.



Cost Sharing

Applicants are encouraged to submit funding requests that demonstrate fair cost sharing. This means that all budget expenses are shared between the applicant and the AMI. All AMI funding is reimbursed based on a percentage of the total project costs. Please note that as a general rule the AMI will not fund projects greater than eighty percent (80%) of total project costs.

In-kind contributions will only be considered in exceptional circumstances when all contributions can be clearly justified and documented.

About the AMI:

The Agricultural Management Institute (AMI) is funded by the Canada-Ontario bilateral agreement to implement Growing Forward, a Federal-Provincial-Territorial initiative. The AMI is part of the Best Practices Suite of programs for Growing Forward in Ontario.

The AMI mandate is to develop and promote initiatives that enhance farm business management practices and provide funding for projects to develop business management and

risk management tools, products, information, resources, and training for farm families, farm managers, and farm business advisors. The AMI is directed by a 10 member Board of Directors with diverse backgrounds and experience in primary agriculture and agriculture business.

More information regarding the AMI can be found at www.TakeANewApproach.ca

Communications

All communications, technical materials and products developed as a result of the project shall prominently acknowledge the role of the Growing Forward Federal-Provincial-Territorial initiative, the Government of Canada, Province of Ontario and the AMI.

Acknowledgement shall be conducted in accordance with federal and provincial identification policies, a copy of which will be provided upon request. All communications must be approved by AAFC, OMAFRA and the AMI prior to dissemination.

Application Review

Applications must be submitted using the application form and budget tables. The application must be completed in full.

Applications received by the deadline will be reviewed and assessed based on their merit and fit with the AMI industry-led project objectives and areas of focus. Applications that do not meet the objectives and areas of focus of the AMI will be declined. All decisions regarding the application's eligibility for funding are the sole judgment of the AMI Board of Directors. There will be no appeal process.

The AMI Reserves the right to:

- waive or modify minor irregularities in applications received after prior notification to the applicant;
- adjust or correct cost or cost figures with the concurrence of the applicant if errors exist and can be justified and documented to the satisfaction of the AMI;
- confer with applicants to serve the best interests of the applicant and the Ontario agriculture and agri-food sector; and;
- offer partial funding to applicants in amounts less than requested in the submitted applications;

Application Submission Dates

Applications are accepted on an on-going basis. Upcoming application submission due dates and review dates are listed on the AMI website, at www.TakeANewApproach.ca.

Post Approval Process

Offer Letter

If your application is approved, applicants will receive an offer letter which outlines the decision and any terms/conditions set by the AMI.

Satisfying Terms and Conditions

If applicable, the applicants must satisfy all terms and conditions imposed by the AMI, in its discretion as part of the approval. It is the applicant's responsibility to satisfy these requirements.

Typically, these requirements include:

- signing the offer letter and returning it within 30 days;
- providing a revised budget (if different from the application).
- providing a revised application with additional information;

- providing written confirmation that any and all conditions have been met to receive funding.

Legal Agreement

Once applicants have satisfied the terms and conditions of the approval, a written contract agreement will be prepared. The written contract agreement will outline the responsibilities of each party including a reporting and payment schedule. The written contract agreement must be signed and returned before any funds can be released to the applicant. The basic terms and conditions of the written contract are found in Appendix B.

Request for Funds

The AMI funding is reimbursed to the applicant based on the percentage of total approved project costs. Reimbursed payments are dependent upon the completion of milestones outlined in the application and the completion of a Request for funds form. Additionally, in order for the AMI to reimburse the applicant, the AMI must receive copies of the expense and proof of payment. The AMI can only reimburse the applicant for expenses that have been paid. All items listed in the project budget must be substantiated by auditable documentation. Ten percent (10%) of the calculated payment amount will be withheld until a final report is received and approved by the AMI.

Advanced payments will be provided only in exceptional circumstances where it can be clearly justified.

Privacy and Confidentiality Agreement

Unless otherwise specifically agreed to between the applicant and the AMI, all applications and supporting material will be used for the purpose of evaluating the application for funding and may be disclosed by the AMI to third party references, partners or advisors as part of the approval and due diligence process.

All applications and supporting material shall become the property of the AMI and the AMI shall not be required to return the application or any supporting material.

Contact

All inquiries and questions concerning this policy and guideline should be directed to:

The Agricultural Management Institute
Ryan Koeslag, Executive Director
200-120 Research Lane
Guelph, Ontario
N1G 0B4
P: 519-822-6618
rkoeslag@takeanewapproach.ca

APPENDIX A

AMI Project Funding Application Form (Word)
AMI Project Key Outcome and Budget Forms (Excel)

APPENDIX B

Terms and Conditions

The Applicant:

1. understands that other information the Applicant provides on this form and supporting documentation may be used by AMI for the purposes of evaluating, auditing and administering this Project. This includes but is not limited to sharing the information with the federal government, OMAFRA and with third parties delivering other Growing Forward programs in order to confirm the information provided, verify eligibility for Project funding, and conduct Project analyses;
2. understands that the Project application form(s) and supporting material provided to OMAFRA or the Agricultural Management Institute may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* (Ontario) or the *Access to Information Act* (Canada) or pursuant to an order of a court or tribunal or pursuant to a legal proceeding;
3. represents, warrants and covenants that all information provided in support of this application to AMI, including information relating to any eligibility requirements, is true and complete;
4. understands and accepts, if the Project is approved, that in accordance with the *Financial Administration Act* (Ontario), payment is subject to OMAFRA receiving all the necessary appropriation from the Ontario Legislature; OMAFRA receiving all the necessary monies from Canada under the Growing Forward agreements and AMI receiving all the necessary monies from OMAFRA; and the applicant's compliance with all of the Project's requirements (a copy of which the Applicant acknowledges receipt) and these terms and conditions;
5. agrees, if the Project is approved, that it will be solely responsible for ensuring that the Applicant meets all technical, structural and legal requirements for this Project, including compliance with all federal and provincial laws or regulations, all municipal by-laws, and any other orders, rules or by-laws related to this Project including compliance with the *Canadian Environmental Assessment Act*;
6. agrees, if the Project is approved, that OMAFRA, its authorized representatives or an independent auditor may, upon notice and during normal business hours, enter upon the Project premises for the purposes of inspection and audit. The applicant further agrees that these rights shall survive the completion of the Project for a period of seven years;
7. understands, if the Project is approved, that no member of the House of Commons or of the Senate shall derive any financial advantage or direct benefit from funding provided hereunder, if any, that would not be permitted under the *Parliament of Canada Act* nor shall any member of the Legislature of the Province of Ontario, AMI Board of Directors or Officers derive any such financial advantage or direct benefit;
8. represents and warrants, if the Project is approved, that no former federal public office holder or federal public servant who is not in compliance with the *Conflict of Interest and Post-employment Code for Public Office Holders* or the *Conflict of Interest and Post-employment Code for the Public Service* nor any provincial officer holder or provincial public servant who is not in compliance with applicable provincial legislation governing post employment, shall derive any financial advantage or direct benefit from funding provided hereunder, if any;
9. represents and warrants, if the Project is approved, that this application for Project funding disclosed all proposed sources of funding, including sources and amounts from federal, provincial or municipal governments, conservation groups, or private persons or other organizations, including in-kind contributions, and that the applicant will continue to do so for the duration of this Project and the Applicant declares that the total funds from federal, provincial or municipal government sources, conservation groups, or private persons or other organizations, including in-kind contributions, received or receivable, if any, do not or will not exceed 100 per cent of eligible costs as determined by the AMI;
10. represents, warrants and covenants, if the Project is approved, that any information provided to the Agricultural Management Institute in support of this request for funds (including information relating to

any eligibility requirements) shall continue to be true and complete for the term of the Project in every respect and the Applicant shall immediately notify the AMI of any changes to this information;

11. agrees, if the Project is approved, that none of Canada, nor the Province of Ontario, nor the AMI, nor any of their respective directors, officers, agents, employees, members, third party agents, contractors or representatives shall be liable to the Applicant for any damage or loss whatsoever, or howsoever arising, including but not limited to, damage or loss arising from any advice, opinion, representation, warranty or the provision of information pursuant to this Program or Project, without limitation, whether such acts or omissions be negligent or not;
12. hereby agrees, if the Project is approved, to indemnify and hold harmless AMI, Her Majesty the Queen in Right of Ontario and in Right of Canada Her Ministers, and their respective directors, officers, members of third party agents, appointees, employees, agents or contractors or representatives from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project (cumulatively, "Claims") and the Applicant further agrees that this indemnity shall survive the completion of the Project for a period of seven years;
13. agrees, if the Project is approved, to acquire and maintain all of the necessary and appropriate insurance for the Project including but not limited to commercial general liability insurance that should be maintained for Claims that may arise out of the Project and the Applicant understands and accepts that the Applicant is not covered by the Province of Ontario's, Government of Canada's, nor AMI's insurance program and that no protection will be afforded by the Government of Ontario or of Canada or of AMI for any Claims that may arise out of the Project;
14. understands and accepts, if the Project is approved, that the following shall constitute an event of default: (i) failure to carry out the Project; (ii) failure to use the funds provided for the purpose of the Project; (iii) if required, failure to provide reports in accordance with the timelines and content specified by the AMI; (iv) the nature of the Applicant operations or legal status changes so that the Applicant is no longer eligible for the Program; (v) cessation or suspension of operations; (vi) false, misleading or deceptive statements or representations to OMAFRA or the AMI; (vii) an assignment, application, compromise or arrangement for the benefit of creditors, a petition into bankruptcy or a filing for the appointment of a receiver; (viii) or failure to otherwise comply with all of the Program's requirements or these terms and conditions. The Applicant also understands and accepts that in the event of a default, OMAFRA or the AMI has the right to take one or more of the following remedial measures: (i) delay the processing of an application; (ii) deem the Applicant ineligible for funding under the Program; (iii) suspend, reduce or cancel further funding; (iv) demand the immediate return of an amount equal to any funds provided to the Applicant under the Program or pursuant to this application; or (v) initiate any lawful remedy deemed appropriate. The Applicant agrees to immediately comply with any remedial measure, including any demand for the return of funds. The Applicant further agrees that any amount owing in the event of a default shall be deemed to be a debt to the Crown;
15. understands and accepts, if the Project is approved, that any notice required to be given shall be sufficiently given by regular mail, postage prepaid and mailed in a Canadian post office addressed to the respective parties at the addresses set out herein or to any other address as may be designated in writing by the parties, and that the date of receipt of any notice by mailing shall be deemed conclusively to be seven (7) days after the mailing;
16. understands and accepts, if the Project is approved, that all amendments to these terms and conditions must be made in writing and executed by both parties; and,
17. understands and accepts that any or all data and results from the Project may be shared with the public by OMAFRA, AAFC and AMI and that no intellectual property rights can be claimed by the Applicant.