

## CANOLA 4R ADVANTAGE – APPLICANT DECLARATION

### I certify that:

- All information submitted in the application is true and complete, to the best of my knowledge, belief and understanding.
- All sources of funding for the proposed Project are disclosed in this application, including sources and amounts from federal, provincial and municipal governments. All funding amounts from federal, provincial and municipal governments, including the requested Canola 4R Advantage funding, do not, and will not, exceed 85 per cent of total eligible project costs.
- Funding has not, and will not, be received for the same BMPs and same fields as included in the application from other organizations that are distributing funding from Canada under the On-Farm Climate Action Fund (OFCAF).
- Total funding received under the OFCAF by the Applicant, from all organizations, has not, and will not, exceed \$75,000.
- Any direct benefit resulting from this Project will not be derived by any individuals who are subject to the provisions of the *Conflict of Interest Act*, the *Conflict of Interest Code for Members of the House of Commons*, the *Conflict of Interest Code for Senators*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for Agriculture and Agri-Food Canada*, the *Values and Ethics Code for the Public Sector*, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations, unless the provision or receipt of such benefit is in compliance with such legislation and codes.
- Applicants approved for funding have entitlement to all GHG emissions reductions, avoidances, or removal enhancements (“GHG Emission Reductions”) arising from an approved Canola 4R Advantage Project. Notwithstanding the Applicant’s entitlement to all GHG Emission Reductions arising from the Project, the Applicant shall not make, and shall ensure that no one makes, an application to register an approved Canola 4R Advantage Project in any existing or future federal, provincial or territorial regulatory offset credit system for GHG Emission Reductions if the GHG Emission Reductions are generated from the Project between the earliest date at which costs incurred for the Project are eligible for reimbursement and the completion date of the Project. This restriction does not apply to making an application to register the Project in, or to making an application for the recognition of the GHG Emissions Reductions under, a system or program that is not a federal, provincial or territorial regulatory offset credit system. Applicants approved for funding will be permitted to seek registration in, and offset credits under, voluntary offset credit programs for GHG Emissions Reductions generated with the support of the Canola 4R Advantage, subject to eligibility requirements set up by voluntary offset programs.

The Applicant indemnifies CCC of any limitations or ineligibility from their participation in any future voluntary or regulated carbon offset markets due to their enrollment, participation and receipt of funds in the Canola 4R Advantage. Depending on the rules and regulations of future voluntary or regulated offset markets and registries, Applicant’s fields that have received Canola 4R Advantage funding may NOT be eligible for enrollment in such future voluntary or regulated offset markets. It is the Applicant’s responsibility to ensure their compliance with the rules and regulations of any future voluntary or regulated GHG (carbon) offset market.

- All records relating to the Project, including all contracts, invoices, proof of payment and documentation of Project activities, will be retained and be available for at least seven (7) years from September 30, 2024, for the purposes of monitoring, auditing and evaluating activities, and for verifying invoices and proof of payment with respect to funding provided from any source. Upon written request by the CCC or Canada and subject to applicable access to information and privacy laws, the Applicant shall allow CCC or Canada to have access to any such records for such purposes.

### I further acknowledge and accept that:

- This application won’t be deemed complete until the agronomist designated on the application completes their portion of this application. It is the responsibility of the Applicant to ensure that their designated agronomist completes the required attestations and information fields of this application, as well as attestations and information fields at later stages of participation if the application is approved.
- Failing to complete or comply with any program requirements may delay the processing of the application, or may render the Applicant ineligible for receiving Canola 4R Advantage funding.
- OFCAF is a discretionary, non-entitlement program and the Applicant is not entitled to funding merely as a consequence of submitting an application. Payment is subject to and conditional on the CCC receiving all the necessary appropriations from the Government of Canada, the Applicant and the Applicant’s Project (and all activities) satisfying eligibility criteria and being approved for funding by the CCC, as well as the Applicant’s compliance with all terms and conditions of the Canola 4R Advantage:
  - Pursuant to section 40 of the *Financial Administration Act*, the payment of Canada’s contribution is subject to there being an appropriation for the Fiscal Year in which the payment is to be made.

- Canada may reduce or cancel Canada's contribution to Canola 4R Advantage in the event that departmental funding levels are changed by Parliament during the term of this agreement. Canada may also, at any time before the completion of the Canola 4R Advantage, and at its sole discretion, terminate its contribution to Canola 4R Advantage.
- In the event that Canada reduces or cancels Canada's contribution, or terminates its agreement with the CCC, the maximum contribution payable under any approved Canola 4R Advantage application may be reduced or cancelled accordingly.
- If it is determined that the Applicant has received a payment that the Applicant was not eligible to receive, through misrepresentation of information, administrative error or otherwise, the Applicant will repay any and all payments that the Applicant was not eligible to receive.
- The CCC or Canada, including their respective Ministers, directors, officers, agents, employees or representatives, shall not be liable for any injury, damage or loss whatsoever, or howsoever arising, including damage or loss arising from any advice, opinions, representations, warranties or the provision of information related to this program or the Project.
- The Applicant shall indemnify and save harmless Her Majesty the Queen in right of Canada, her Ministers, officers, servants, employees, agents and successors, and assigns from and against all claims, losses, damages, costs, expenditures, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based on, occasioned by or attributable to any injury to, or death of, a person, or damage to, or loss of, property arising from any act, omission or delay on the part of the Applicant, its employees, servants, officers, agents, voluntary workers or anyone else in carrying out the Project, except that Her Majesty the Queen in right of Canada shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by Her Majesty the Queen in right of Canada, her Ministers, officers, servants, employees, agents, successors or assigns.
- The Applicant agrees that Her Majesty the Queen in right of Canada, her Ministers, officers, servants, employees, agents, successors and assigns shall not be held liable for any injury, including death, to any person, or for any loss or damage to property of any person or for any obligation of the Applicant, its employees, servants, officers, agents, voluntary workers or anyone else, including any obligations arising from loans, capital leases or other long-term obligations in relation to the Agreement.
- The information provided for Canola 4R Advantage may be subject to disclosure under applicable federal or provincial legislation.
- Aggregated data may be published for public consumption by the CCC including, but not limited to, total acres funded by Canola 4R Advantage incentives and number of participants, nationally or regionally.
- All payments will be made by Electronic Transfer of Funds (EFT). Approved Canola 4R Advantage applicants will be required to provide banking information for this purpose.
- The Applicant's CRA Business Number or Social Insurance Number will be collected under the authority of the *Income Tax Act* for the purposes of reporting income to the Canada Revenue Agency (CRA). All Canola 4R Advantage payments are considered "farm support payments" as per subsection 234(2) of the *Income Tax Act R.S.C 1985*. As such, all payments will be considered income for the farm business and are subject to Income Tax. The CCC will issue an AGR-1 Statement of Farm Support Payments for each recipient of funding in a given calendar year.

**I consent to the following on behalf of the Applicant:**

- To provide accurate, timely and full information, including supporting documentation, to the CCC and to notify the CCC immediately in the event there are any changes to information provided or the ability to complete the Project.
- To allow the CCC to collect my information, including personal information, under the Canola 4R Advantage for the purposes of determining eligibility and administering funding from the Agricultural Climate Solutions On-Farm Climate Action Fund. Any personal and business information provided by the CCC to Agriculture and Agri-Food Canada (AAFC) will be used to administer the program in accordance with the *Access to Information Act and the Privacy Act*. The information may also be used for statistical and reporting purposes or to evaluate the scope, direction and effectiveness of agricultural programming.
- To allow use of the Applicant's name and contact information by the CCC and/or Canada to contact the Applicant for the purpose of evaluating the effectiveness, efficiency, relevance and impact of the Canola 4R Advantage programming, or for any other similar purpose.
- To comply with audits by the CCC and/or Canada, as well as their authorized representatives, upon notice, and during normal business hours, to verify eligibility and/or evaluate the Applicant's compliance with the terms and conditions of the Canola 4R Advantage under the OFCAF.
- To allow the CCC's use and sharing of information with Canada and/or the Auditor General of Canada, as well as their authorized representatives for the purposes of auditing the CCC's compliance with the terms and conditions of the OFCAF and the CCC's procedures to measure and report on performance under OFCAF.

**NOTICE OF COLLECTION OF PERSONAL INFORMATION:** The CCC is required to collect the social insurance number (SIN) of a Canola 4R Advantage funding recipient where that recipient does not have a Canada Revenue Agency (CRA) Business Number (BN), to meet its obligations under the *Income Tax Act (Canada)*. The CCC will use this information to issue an AGR-1 Statement of Farm Support Payment to each funding recipient, and to report such payments to the CRA. If you have any questions or concerns regarding the collection of this information, please contact the Canola Council of Canada at 400-167 Lombard Avenue, Winnipeg, Manitoba R3B 0T6, 4RAdvantage@canolacouncil.org