

Sustainable Canadian Agricultural Partnership

Competitive. Innovative. Resilient

THE GROWING FUTURE OPPORTUNITIES INITIATIVE GUIDELINES

For Interpretation of Guidelines please see [Section 9](#) of the Guidelines.

This Initiative includes three (3) Commodity Categories, for which there are Commodity Category-specific requirements. Please see the following Schedules for information relevant to each specific Commodity Category:

- Schedule 1 – Commodity Category: Apples
- Schedule 2 – Commodity Category: Tender Fruit and Table Grapes
- Schedule 3 – Commodity Category: Wine Grapes

1. PURPOSE OF THE INITIATIVE

The purpose of the Initiative is to provide cost-share support to Grape and Tree Fruit producers to replant vines or orchards that will increase the competitiveness by producing fruit that will be in demand or provide Agronomic Benefits.

See enclosed Schedules for Commodity Category-specific requirements and information.

2. TERM OF THE INITIATIVE

2.1 Commencement Of The Initiative

The Initiative will begin on November 20, 2023 for the Apple and Tender Fruit Commodity Categories; and April 15, 2024 for Wine Grapes.

3. FUNDING FOR THE INITIATIVE

3.1 Maximum Funding Available To A Recipient Under The Initiative

A Recipient is eligible to receive 75% of Eligible Costs up to a maximum of \$50,000 (fifty thousand dollars) in total funding across all Commodity Categories under the Initiative.

3.2 Source And Amount Of Funding For Initiative

Funding for the Initiative comes from the Sustainable CAP. Up to eight million dollars (\$8,000,000) has been allocated for the Initiative.

4. OPERATION OF THE INITIATIVE

4.1 Eligible And Ineligible Activities

See enclosed Schedules for Initiative and Commodity Category-specific requirements and information.

4.2 Eligible Costs And Ineligible Costs Under The Initiative

See enclosed Schedules for Initiative and Commodity Category-specific requirements and information.

4.3 Eligibility Requirements

See enclosed Schedules for Initiative and Commodity Category-specific requirements and information.

4.4 Applying To The Initiative

Applicants **must** apply to the Initiative using the AgriCorp website.

See enclosed Schedules for Initiative and Commodity Category-specific requirements and information.

Each proposed Project must have a project completion date no later than December 31, 2026 for Apple and Tender Fruit projects and September 30, 2027 for Wine Grapes.

Applicants can apply to each Commodity Category once under the Initiative.

Applicants must not submit an Application for a Project where the Applicant has already received funding for that Project through Sustainable CAP.

4.5 Review Of Application, Evaluation Criteria And Notification

See enclosed Schedules for Commodity Category on how Application Forms will be reviewed and how AgriCorp will notify Applicants as to whether they were successful.

4.6 Claims and Reporting

Approved cost-share funding is paid after the successful Applicant:

- Has incurred and paid the cost;
- Has planted the purchased nursery stock;
- Has submitted a maximum of one Claim and final report per Commodity Category that meets all requirements; and
- AgriCorp has approved the Claim(s).

How to submit a Claim

A Recipient **must** submit its Claim to AgriCorp by email or fax as outlined in the Approval Letter.

All Claims and Reporting must be submitted no later than the date(s) set out in the Approval Letter. Any Claims submitted after the required date(s) will be ineligible.

The Claim **must** be contain:

- (a) Copies of all paid invoices; and
- (b) Proof of payment.

A proof of payment must set out in detail:

- (a) The Applicant paid for the nursery stock;
- (b) The payment amount;
- (c) Who received the payment;
- (d) The nursery stock that was provided; and
- (e) The date of the payment.

Acceptable forms of a proof of payment include:

- (a) An electronic image of a processed cheque/EFT transaction;
- (b) A statement from a banking institution to whom the processed cheque was written, or electronic payment made, and the amount; or
- (c) A credit card or debit card receipt or statement clearly identifying the amount and to whom the payment was made.

Note: If using a credit card or debit card receipt, cheque or statement as a proof of payment, the number of the credit or debt card as well as all other information, including the costs that are unrelated to the Recipient's Project should be blacked out.

4.7 Claim Review

AgriCorp will review all Claim submissions as they are submitted.

AgriCorp may request additional information from the Recipient to verify the validity of a Claim. Where AgriCorp requests additional information, the Recipient will provide that additional information as soon as practicable and no later than any date set out in the request. Failure to meet the requested deadline will result in those costs for which additional information was requested being deemed to be Ineligible Costs.

AgriCorp will notify the Recipient regarding any Ineligible Costs and provide a reason why those costs are Ineligible Costs under the Initiative.

4.8 Loss Of Eligibility

4.8.1 Willful Submission Of False Or Misleading Information

Any Applicant or Recipient that willfully submits false or misleading information under the Initiative will:

- (a) Not be eligible to participate in the Initiative or will have their eligibility to participate in the Initiative revoked; and
- (b) Repay any Initiative Payments received under the Initiative.

4.8.2 Negligent Submission Of False Or Misleading Information

Any Applicant or Recipient that acted in a negligent manner in allowing false or misleading information to be submitted under the Initiative:

- (a) May not be eligible to participate in the Initiative or may have their eligibility to participate in the Initiative revoked; and
- (b) Will repay any Initiative Payment received because of that false or misleading information.

4.8.3 Abusive Toward AgriCorp Staff

Any Applicant or Recipient that is abusive toward any AgriCorp staff responsible for administering the Initiative will receive one written warning regarding their conduct from the Initiative Director. If the Applicant or Recipient continues with their abusive behaviour, the Applicant or Recipient will lose their eligibility to participate in the Initiative or will have their eligibility to participate in the Initiative revoked.

4.8.4 Debt Owing To Ontario Or Canada

Any Applicant or Recipient may be found to be ineligible to participate in the Initiative or have their eligibility to participate in the Initiative revoked if the Applicant or Recipient:

- (a) Owes a debt to Ontario or Canada and does not have a repayment plan with Ontario or Canada, including any agents thereof; or
- (b) Is not in compliance with any repayment plan with Ontario or Canada, including any agents thereof.

4.8.5 Failure To Comply With Additional Terms And Conditions Of The Initiative

Any Recipient that fails to comply with the additional terms and conditions set out under section 5 of the Guidelines may have their eligibility to participate in the Initiative revoked and may be required to repay any Initiative Payments received under the Initiative.

4.9 Termination Of The Initiative

The Initiative may be terminated at any time without prior notice. Where the Initiative is terminated, the following will apply:

- (a) A notice will be placed on the website that hosts the Guidelines setting out the date on which the Initiative is terminated; and
- (b) Any Claims submitted:
 - (i) Prior to the day on which the Initiative is terminated will, if eligible, be paid, and
 - (ii) After the day on which the Initiative is terminated will not be paid.

5. ADDITIONAL TERMS AND CONDITIONS FOR THE INITIATIVE

5.1 No Conflict Of Interest

A Recipient will carry out the Project and use any Initiative Payments without a potential, perceived or actual Conflict Of Interest. In the event a Recipient has a potential, perceived or actual Conflict Of Interest, they will report that potential, perceived or actual Conflict Of Interest to AgriCorp as soon as practicable. The Recipient will also comply with any directions issued by AgriCorp relating to that potential, perceived or actual Conflict Of Interest.

5.2 Compliance With Approval Letter

A Recipient will comply with all requirements set out in the Approval Letter.

5.3 Compliance With Requirements Of Law

A Recipient must be in compliance with the following for its business operations while participating in the Initiative:

- (a) Environmental-related Requirements Of Law;
- (b) Labour-related Requirements Of Law;
- (c) Tax-related Requirements Of Law, and
- (d) Material compliance with all other Requirements Of Law.

5.4 Obtaining Goods, Services Or Both

In the event a Recipient obtains goods, services or both to carry out their Project, that Recipient will:

- (a) Only obtain goods, services or both through a process that:
 - (i) Is transparent,
 - (ii) Is fair,
 - (iii) Promotes the best value for the money expended,
 - (iv) Is at competitive prices no greater than fair market value after deducting trade discounts or any other discounts available to the Recipient, and
 - (v) Is from Persons that are operating from Arm's Length from the Recipient; and
- (b) Own all goods obtained from the Initiative Payment, including any intellectual property rights arising therefrom.

The Recipient will include provisions in any agreements it enters with a third party to provide goods, services or both to the Recipient for the Recipient's Project that:

- (a) Requires the third party to meet the same requirements regarding compliance with all Requirements Of Law that the Recipient must meet pursuant to section 5.3 of the Guidelines as it relates to the operation of the third party's business; and
- (b) Provides Ontario and Canada, including their respective delegates, with the same audit rights that Ontario and Canada have in relation to the Recipient pursuant to section 5.10 of the Guidelines for the third party relating to any payment from the Initiative Payment the Recipient makes to that third party for any goods, services or both the third-party provides to the Recipient for the Recipient's Project.

5.5 Retention Of Assets

A Recipient will retain any assets for which Initiative Payments will be made with a combined value of \$1,000 or more for **at least** two (2) years after the date of the Approval Letter, unless otherwise directed by AgriCorp. The Recipient will not, without AgriCorp prior written consent, lease or otherwise encumber the assets in which Initiative Payments were made for **at least** two (2) years after the date of the Approval Letter.

5.6 Insurance

A Recipient will have and maintain at its own expense until the date the Recipient's Project is required to be completed all necessary and appropriate insurance that a prudent person carrying out the Project would maintain with insurers having a secure A.M. Best rating of B+ or better, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive amount of

not less than \$2,000,000 (two million dollars) per occurrence. The insurance policy or policies will include the following:

- (a) The Indemnified Parties as additional insured with respect to any liability arising in the course of the performance of the Recipient's carrying out the Project;
- (b) Cross liability;
- (c) A contractual liability coverage endorsement;
- (d) A non-owned automobile coverage with blanket contractual endorsement;
- (e) An employer's liability coverage endorsement, if the Recipient is not subject to the *Workplace Safety Insurance Act, 1997*; and
- (f) Thirty (30) calendar days' notice to the Indemnified Parties of cancellation, termination or material change.

The insurance required under this section 5.6 of the Guidelines will be in place as of the date set out in the Approval Letter.

The Recipient will, upon the Ministry or Canada's request, provide to the Ministry or Canada, as the case may be, certificates of insurance that confirm the insurance coverage the Recipient is required to have under this section 5.6 of the Guidelines is in place or other proof that confirms the insurance coverage the Recipient is required to have under this section 5.6 of the Guidelines is in place.

5.7 Indemnification

A Recipient will, at all times defend, indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consulting fees) in relation to any causes of actions, actions, claims, demands or other proceedings by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by the Recipient or anyone employed by the Recipient, including subcontractors, in the course of the performance by the Recipient or anyone employed by the Recipient, including subcontractors, in carrying out the Project or otherwise in relation to the Project unless solely caused by the negligence or willful misconduct by the Indemnified Parties.

5.8 Provision Of Information

An Applicant or Recipient will provide, as the case may be, any information that is requested by the Administrator, Ontario or Canada as soon as practicable after the request has been made and no later than the date set out in the request.

5.9 Record-Keeping Requirements

A Recipient will keep all financial information related to any Initiative Payment for a period of seven (7) years after the Initiative Payment was deposited into the Recipient's bank account.

5.10 Audit

Ontario or Canada, including any of their delegates, may, upon providing at least 24 hours' notice beforehand, conduct an audit of an Applicant or Recipient in relation to the Initiative. The Applicant or Recipient will provide reasonable assistance to Ontario or Canada, as the case may be, including:

- (a) Access to any Person, place or thing required for auditing purposes as soon as is practicable after the request is made and no later than the date set out in the request;
- (b) Allowing for the inspection of any records that relate to the Initiative Payment;
- (c) Allowing for the copying of any records that relate to the Initiative Payment; and
- (d) The taking of pictures and other recordings.

5.11 Communications

5.11.1 Communications By The Recipient

A Recipient will not communicate about their Project or the Initiative unless the following has been met:

- (a) It has obtained the Ministry's prior written consent to communicate about the Project or the Initiative;
- (b) It follows the Communications Protocol set out in Appendix "A" for the Initiative; and
- (c) Any communications about the Project or the Initiative includes a statement that the views set out in those communications are the Recipient's and do not necessarily reflect the views of Ontario or Canada.

5.11.2 Publication Of Information By Ontario And Canada

Ontario and Canada may publish information about the Recipient and its Project, including:

- (a) The name of the Recipient;
- (b) The amount of funding the Recipient is eligible to receive under the Initiative;
- (c) The amount of Initiative Payments the Recipient received; and
- (d) A description of the Project.

5.12 Notice Regarding Change Of Ownership Or Control

A Recipient will provide notice to Ontario within five (5) Business Days of any discussions the Recipient may have where the Recipient may merge with or be acquired by another Person while participating in the Initiative.

5.13 General

5.13.1 Applying To The Initiative Does Not Create Right To Participate In The Initiative

Applying to the Initiative does not create a legal, equitable or other right to participate in the Initiative.

5.13.2 Participating In The Initiative Does Not Create Right To Receive An Initiative Payment

Participating in the Initiative does not create a legal, equitable or other right to receive an Initiative Payment.

5.13.3 Initiative Payments May Be Pro-Rated

Any Initiative Payments owing may be pro-rated in the event there is an insufficient amount of money to pay all Claims submitted under the Initiative.

5.13.4 Initiative Payment Is Income For Tax Purposes

An Initiative Payment is income for the purposes of the *Income Tax Act* (Canada).

5.13.5 No Assignment Of Project Or Initiative Payments

A Recipient will not assign their Project or any Initiative Payments the Recipient may be eligible to receive to another Person.

5.13.6 Ontario And Canada Not Responsible For Project Or Helping Recipient Obtain Permits

Neither Ontario nor Canada is or will be responsible for carrying out the Project or assisting the Recipient with obtaining any permits or other such authorizations to enable the Recipient to carry out the Project.

5.13.7 Initiative Payments Are Part Of A Social Or Economic Program

Initiative Payments being provided under the Initiative are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

5.13.8 Ontario And Applicable Federal Laws Govern

The rights and obligations under the Initiative will be governed by Ontario law and applicable federal laws of Canada.

5.13.9 Ontario Courts To Have Exclusive Jurisdiction

Ontario's courts will have exclusive jurisdiction over any dispute arising under the Initiative.

6. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION UNDER THE INITIATIVE

6.1 Collection Of Personal Information

The collection of certain limited Personal Information is necessary for the proper administration of the Initiative and authorized by the Minister's Order.

6.2 Use And Disclosure Of Social Insurance Number (SIN)

If a Recipient is eligible to receive an Initiative Payment and is a sole proprietor, partner in a partnership or a member of an unincorporated entity without a CRA BN, as a condition for receiving an Initiative Payment they will consent to the use and disclosure of this Personal Information collected under the Initiative for the purposes of enforcing the terms and conditions of the Initiative, including:

- (a) Confirming the Recipient paid any applicable taxes on the Initiative Payment;
- (b) Conducting audits; and
- (c) Collecting any Overpayment or any other debt owing to Ontario or Canada arising prior to the Recipient's participation in the Initiative.

6.3 Collection of Additional Personal Information Voluntary

An Applicant will be asked to provide certain demographic information, such as whether Indigenous Persons, women and/or youth (namely, forty years old or younger) have an ownership interest in the Applicant. Providing this information is voluntary. Should the Applicant decline to provide this information, they will still be eligible to participate in the Initiative. The responses to the questions will have no impact on the assessment of an Applicant's Application Form. An Applicant may withdraw their consent at any time and

the Ministry will not share the demographic information after the consent has been withdrawn.

6.4 Use and Disclosure of Additional Personal Information

The Personal Information referred to in paragraph 6.3 will be shared with Canada and will be used for the purpose of improving access to the Sustainable CAP and addressing barriers to accessing Initiatives under the Sustainable CAP for underrepresented and marginalised groups.

6.5 Freedom of Information and Protection of Privacy Act

Certain information provided under the Initiative may, with the exception of a Recipient's SIN, be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* or the *Access to Information Act* (Canada). Information may also be disclosed by order of a court or tribunal, pursuant to a legal proceeding or as otherwise authorized or required by law.

7. COLLECTION OF DEBTS

7.1 Collection Of Existing Debt

In the event a Recipient owes a debt to Ontario or Canada and is eligible to receive an Initiative Payment, that Initiative Payment may be set-off against the debt that the Recipient owes to Ontario or Canada.

7.2 Overpayments

Any Recipient that receives an Overpayment owes a debt to Ontario and Canada. The Recipient will repay that debt to Ontario in accordance with any directions Agricorp issues to the Recipient.

7.3 Interest

AgriCorp may charge interest on any Overpayment at the rate that Ontario charges for accounts receivable.

7.4 Termination Of Initiative Does Not Affect Requirement To Repay Overpayment

The termination of the Initiative does not affect a Recipient's obligation to repay any Overpayment made under the Initiative.

8. GENERAL

8.1 Authority For Initiative

The authority for the Initiative comes from the Sustainable CAP and Minister's Order.

8.2 Conflict Resolution

In the event of a conflict or omission between the Application Form and the Guidelines, the Guidelines will prevail. In the event of a conflict or omission between the Approval Letter and the Guidelines, the Guidelines will prevail. In the event of a conflict between the Guidelines and the Minister's Order, the Minister's Order will prevail.

8.3 Amending Guidelines

The Initiative Administrator may amend the Guidelines at any time without prior notice. Any amendments to the Guidelines will be posted on the same website as where the Guidelines was originally posted. Any amendments to the Guidelines will not have a retroactive effect.

8.4 Errors And Omissions Accepted

Applicants and Recipients accept any errors and/or omissions that may be in the Guidelines.

9. INTERPRETATION OF GUIDELINES

9.1 Definitions

For the purposes of the Guidelines, the terms set out this section 9.1 of the Guidelines will have the meanings herein, unless the context indicates otherwise.

“Administrator” means AgriCorp.

“Agronomic Benefits” means improvements in quantity, quality, labour efficiency, or marketability of horticultural production.

“Applicant” means a Person who has applied to participate in the Initiative.

“Application Form” means the Ministry-approved document the Applicant submits to apply to the Initiative.

“Approval Letter” means a letter from the Administrator to the Applicant informing the Applicant that they are eligible to participate in the Initiative.

“Arm’s Length” has the same meaning as set out under the *Income Tax Act* (Canada) on the date the Initiative begins, as set out under section 2.1 of the Guidelines.

“Business Days” means any working day, Monday to Friday, inclusive, but excluding statutory and other holidays and any other day in which the Ministry has elected to be closed for business.

“Canada” means His Majesty the King in Right of Canada and includes any successor, whether it is His Majesty the King or Her Majesty the Queen.

“Claim” means a request to receive an Initiative Payment.

“Commodity Category” means a broad classification to represent a grouping of eligible projects with similar attributes and outcomes to which an Applicant submits an Application under an Initiative. Where indicated in the Guidelines, each Commodity Category has its own requirements and information that can be found in the corresponding Schedule.

“Communications Products” means any public communication by the Recipient, including advertisements and notices placed in the mass media, such as newspapers, television, billboards, communiques and backgrounders, promotional materials, exhibits and trade shows, information placed on the Recipient’s website and items sent by mass distribution electronically or posted to social medial platforms.

“Communications Protocol” means the protocol set out in Appendix “A” to the Guidelines.

“CRA BN” means the Canada Revenue Agency Business Number the Canada Revenue Agency issues to businesses for tax purposes.

“Eligible Costs” means the costs set out under section 4.2.1 of the Guidelines.

“FBRN” means a farming business registration number issued under the *Farm Registration and Farm Organizations Funding Act, 1993*.

“Guidelines” means this document, as it may be amended from time to time.

“Indemnified Parties” means:

- (a) His Majesty the King in Right of Ontario, His Ministers, agents, appointees and employees;
- (b) His Majesty the King in Right of Canada, His Ministers, agents, appointees and employees; and
- (c) The Administrator and its agents, appointees and employees.

“Indigenous Person” includes:

- (a) An individual who is:
 - (i) Recognized as being an Indian in accordance with the *Indian Act* (Canada), or
 - (ii) Recognized as being a Métis by a Métis Nation within Canada;
- (b) An individual who identified as being an Indian or Inuit and is recognized as being an Indian or Inuit by their community;
- (c) A corporation:
 - (i) Where the majority of voting shares are owned by individuals that meet the requirements set out under paragraphs (a) or (b) of this definition,
 - (ii) Where a majority of voting members on its board of directors are comprised of individuals that meet the requirements set out under paragraphs (a) or (b) of this definition, or
 - (iii) Where a majority of shares are owned by a Band Council, as defined in the *Indian Act* (Canada) or a Métis Nation within Canada;
- (d) A partnership where more than fifty percent (50%) of the profit or loss of the partnership is allocated to individuals that meet the requirements set out in paragraphs (a) or (b) of this definition;
- (e) An unincorporated association where the majority of the decision-makers for that unincorporated association are comprised of individuals that meet the requirements set out under paragraphs (a) or (b) of this definition;
- (f) A Band Council within the meaning of the *Indian Act* (Canada); or
- (g) An organization whose primary objective is to represent entities set out in paragraphs (a) to (f) of this definition.

“Ineligible Costs” means the costs set out under section 4.2.2 of the Schedule 1 or Schedule 2 or Schedule 3, depending on the context.

“Initiative” means the Growing Future Opportunities Initiative.

“Initiative Director” means Director of Agriculture Development Branch.

“Initiative Payment” means the direct or indirect provision of money under the Initiative.

“Minister’s Order” means Minister’s Order 0005/2023, as it may be amended from time to time.

“Ministry” means the Ministry of Agriculture, Food and Rural Affairs.

“Ontario” means His Majesty the King in Right of Ontario and includes any successor, whether it is His Majesty the King or Her Majesty the Queen.

“Overpayment” means an Initiative Payment to which the Recipient:

- (a) Was not eligible to receive at the time the Recipient received the Initiative Payment; or
- (b) Ceases to be eligible to receive at any time after the Recipient received the Initiative Payment.

“Person” means a legal entity.

“Personal Information” means as defined in section 2 of the *Freedom of Information and Protection of Privacy Act*.

“Premises ID Number” means a unique identifier assigned by Ontario pursuant to the Minister’s Order 0002/2018.

“Primary Producer” means a Person that is an Ontario producer of apple and/or Tender Fruit and/or wine grapes.

“Project” means the undertaking the Recipient carries out under the Initiative.

“Recipient” means an Applicant that has been approved to participate in the Initiative and is eligible to receive or has received an Initiative Payment.

“Requirements Of Law” means statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements.

“Schedule” means the numbered documents appended to these Initiative Guidelines that contain information applicable to the specific Project Category.

“SIN” means Social Insurance Number.

“Sustainable CAP” means the Sustainable Canadian Agricultural Partnership.

“Tender Fruit” means pears, peaches, nectarines, plums, apricots, cherries, or table grapes.

9.2 Interpretation Of Guidelines

For the purposes of interpreting the Guidelines:

- (a) Words in the singular include the plural and vice versa;
- (b) The headings do not form part of the Guidelines – they are for reference purposes only and will not affect the interpretation of the Guidelines;
- (c) Any reference to dollars or currency will be to Canadian dollars and currency, unless indicated otherwise;

- (d) Any reference to a statute means a statute of the Province of Ontario, unless indicated otherwise;
- (e) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended and to any statute or regulations that may be passed or made that have the effect of supplanting or superseding that statute or regulation, unless indicated otherwise;
- (f) Any reference to a Minister's Order is a reference to that Minister's Order as it may be amended and to any Minister's Order that has the effect of supplanting or superseding that Minister's Order, unless indicated otherwise;
- (g) All accounting terms used herein will be interpreted in accordance with the Generally Accepted Accounting Principles used in Canada; and
- (h) The words "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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APPENDIX “A”

COMMUNICATIONS PROTOCOL

- A.1 General.** The Recipient will apply the following principles and objectives to communications for the Project:
- (a) Ensure coordination and consistency of the look, feel and tone of all Communication Products under the Sustainable CAP;
 - (b) Communicate relevant Project information; and
 - (c) Ensure appropriate credit is given to Canada and the Province of Ontario.
- A.2 Communications Contacts.** The Recipient will designate one or more communications contacts to be responsible for obtaining consent from the Ministry through the Manager of Horticulture Crops on matters relating to Communications Products. The communications contact(s) will work directly with the Ministry to obtain any required consent from Canada and the Ministry. The Recipient will flag any potential media issues to the Ministry.
- A.3 News Releases and News Conferences.** Without limiting the generality of the foregoing, the Recipient, through their communications contacts(s), will:
- (a) Ensure that, prior to publishing any news releases created, it will obtain:
 - (i) Approval by the Ministry; and
 - (ii) Include quotes from Canada and the Ministry, unless either Canada or the Ministry declines to participate.
- To that end, the Recipient will provide a minimum of ten (10) Business Days to Ontario to review draft news releases; and
- (a) Provide a minimum of ten (10) Business Days’ notice to the Ministry, of planned news conferences organized by the Recipient to facilitate the attendance of Canada and the Ministry. The date for the news conference and other logistical considerations will be negotiated between the Recipient and the Ministry.
- A.4 Graphic Standard Including Identification of Canada and the Province of Ontario.** The Recipient will, for all Communications Products it develops for the Project:
- (a) Obtain from the Ministry and comply with the “*Sustainable Canadian Agricultural Partnership Graphic Standards Guide*” (‘Guide’), as amended from time to time; and
 - (b) Use the updated version of the *Guide* from the date the Ministry provides the Recipient with same should the *Guide* be amended during the course of the Recipient’s Project.

Without limiting the generality of the foregoing, the Recipient will ensure:

- (a) Canada and the Province of Ontario's wordmarks will be used when the full Sustainable CAP graphic look, the simplified Sustainable CAP look or the Sustainable CAP graphic identifier is used;
- (b) Canada and the Province of Ontario's wordmarks will be prominently placed and equally prominent in size; and
- (c) No other identifier or wordmark will be more prominent than Canada and the Province of Ontario's wordmarks. The size of Canada and the Province of Ontario's wordmarks will be measured by the height of the "a" in the words "Canada" and "Ontario".

A.5 Review. For the purposes of the review of Communications Products, the following will apply:

- (a) The Recipient will ensure that all Communications Products created by the Recipient are sent to the Ministry's communications contact as identified through initial request by the client to the Manager of Horticulture Crops for review; and
- (b) The Ministry's communications contact will make best efforts to have the materials reviewed by Canada, and returned to the Recipient, within five (5) Business Days. Additional time may be required in extenuating circumstances, as deemed necessary by the Ministry's communications contact.

A.6 Retention. The Recipient will keep a record of each Communications Product in accordance with the requirements in the Guideline, and shall, upon request from either Canada or the Ministry, produce copies of any Communications Products.

A.7 Language. The Recipient may produce Communications Products in the English language only provided there is no other requirement in the Approval Letter for Communications Products to be provided in the French language. If the Recipient is required to provide Communications Products in both English and French, the Recipient must ensure the quality of the translated documents.

A.8 Communications Materials Created By Canada And The Ministry. The Ministry's communications officer will make best efforts to share with the Recipient any communications materials created by Canada and the Ministry that mention the Recipient.

