

UFA Agricultural Communities Foundation Grant for Community Projects
GRANT RULES

- 1 **Grant Program.** The UFA Agricultural Communities Foundation (“**ACF**”) was established to improve the wellbeing of farmers and ranchers by improving access to funding for educational, recreational and cultural facilities and programs in their communities. In its sole discretion, ACF will be providing one or more grants in amounts between \$10,000 and \$100,000, inclusive (each a “**Grant**”) to select community groups to build capital projects in their communities (the “**Grant Program**”), in accordance with the rules set out in this document (the “**Rules**”).
- 2 **Application Period.** The application period for the Grant Program starts at 12:00:00 AM Mountain Time on June 14, 2024 and closes at 11:59:59 Mountain Time on August 31, 2024.
- 3 **Eligible Groups.** In order to be eligible to apply for the Grant, an applicant (the “**Applicant**”) must fall within one of the following four categories:
 - (a) a federal charitable organization registered with the Canada Revenue Agency and having a valid registration number;
 - (b) non-profit entities formed under the Alberta Society Act, The Non-profit Corporations Act, Saskatchewan, Societies Act, BC or similar legislation;
 - (c) a Canadian-based non-profit organization partnered with a Canadian municipal government that will accept the Grant on the Applicant’s behalf; or
 - (d) a community service-oriented co-operative formed under the *Cooperatives Act* (Alberta) or similar legislation.

Notwithstanding the above, groups that are not eligible to apply for the Grant include:

 - (a) religious or politically-affiliated organizations;
 - (b) those that do not inclusively benefit members of their community;
 - (c) those promoting projects that will have adverse environmental impacts, to be determined by ACF in its sole discretion; and
 - (d) third-party fundraising campaigns and professional solicitors;
- 4 **Eligible Projects.** To be considered for the Grant, an Applicant must propose a capital project that enriches the rural life of agricultural, farming and ranching community members who live within 200km of a UFA location (the “**Project**”) and:
 - (a) aims to provide benefits to community members in one of the three categories of “Recreational”, “Educational Events and Activities” or “Cultural Facilities and Programs”;
 - (b) will be completed within two (2) years from the date of receipt of the Grant;
 - (c) will have a positive impact within the community and be available to and inclusively benefit members of the community;
 - (d) for which the Applicant can demonstrate a need within the community; and
 - (e) is not duplicative of existing services within the community.

Proposed Projects located in communities that have been awarded significant funding from ACF in the previous five (5) years may be excluded in the ACF's sole discretion.

- 5 **How to Apply.** To make an application for a Grant (an "**Application**"), at least three (3) individuals who have reached the age of majority in their province of residence (the "**Project Leaders**") must complete the Grant Program application form on behalf of the Applicant. The application form may be found online at <https://acfufa.com/how-to-apply/> (the "**Grant Webpage**"). The application form requires contact information of the Project Leaders, type of community group, amount of funding requested, and a description of the Project and associated expenses. Applicants may submit the completed application form: (i) through the Grant Website; (ii) by phoning UFA ACF at (403) 314-4175 or (403) 396-9835. Applications must be received by ACF on or before 11:59:59 on August 31, 2024 (the "**Application Period Closing Date**") to be considered. Late Applications will not be considered. Limit of one (1) Application per Applicant. Applications may not be updated or revised once submitted. In the event that an Applicant makes an Application not in compliance with these Rules or the instructions in the application form, and/or has submitted more than one (1) Application, the Applicant will be disqualified and all of the Applications submitted by the Applicant will be disqualified.
- 6 **The Selection Process.** The grants team of ACF will select one or more Applicants to receive a Grant (each a "**Grant Recipient**") based on conformity with Applicant and Project eligibility criteria in Sections 3 and 4, and overall quality and community impact of the Project, as judged by ACF in its sole discretion. ACF reserves the right to provide Grants in lesser amounts than the amount of funding requested in an Application. Grant Recipients will be announced in October 2024.
- 7 **Conditions of Grant.** The Grant will be issued in the form of a cheque made payable to the Grant Recipient. ACF will determine the appropriate recipient of this cheque. Each Grant must be accepted "as is", and may not be exchanged, bartered, sold, raffled, substituted, or transferred, except at the sole discretion of ACF. As a condition precedent to the receipt of the Grant, the Applicant must execute a Grant Agreement, under which the Applicant agrees, among other things, to: (i) recognize ACF's sponsorship of the Applicant as set out in Section 8 of these Rules; (ii) acknowledge their compliance with Section 9 of these Rules; and (iii) release ACF and its affiliates and their respective shareholders, directors, officers, members, employees, agents, representatives, successors and assigns from any liability in connection with this Grant Program. The Grant Agreement must be returned within the time period specified in the Grant Agreement, or the Grant will be forfeited. ACF may also require the Grant Recipient to provide documentation, satisfactory to ACF in its sole discretion, confirming its eligibility under Section 3 of these Rules (for example, by providing proof of governmental registration or articles of incorporation). Failure to provide such documentation in a timely manner may also result in forfeiture of the Grant. Provision of Grants will be arranged through ACF within thirty (30) days of receipt of the duly completed Grant Agreement and any other documentation required by ACF.
- 8 **Sponsorship Recognition.** The Grant Recipient will be required to recognize ACF's sponsorship of the Applicant and Project by: (i) displaying permanent signage in, on, or reasonably close to the Project; (ii) including ACF's logos in its promotional materials related to the Project and Applicant's other promotional materials; (iii) inviting ACF representatives to Project events and the official unveiling or launch of the Project; (iv) providing ACF with a "story" of the Project to be promoted on ACF's website; and (v) consenting to ACF's use of its name and Project description in connection with any publicity carried out by or on behalf of ACF with respect to this Grant Program, all without further compensation to the Grant Recipient.
- 9 **Use of Grant.** The Grant Recipient shall use the Grant solely to construct the Project and cover any initial start-up costs of programming. The Grant may not be used for any other purposes, including but not limited to program operating expenses; ongoing program delivery; hosting annual events/conferences; advertising or marketing costs; travel, accommodations and/or meal expenses; fundraising activities or salaries; debt retirement or emergency funding. The Grant must be utilized for the Project within two (2) years of receipt. Furthermore, the Grant Recipient shall: (a)

comply with all applicable laws in constructing and carrying out the Project; (b) maintain its charitable or non-profit status with the provincial or federal government, if and as applicable; (c) maintain written records and accounts of receipts and expenditures related to the Grant so that ACF can accurately and fairly assess whether the Grant Recipient used the Grant in compliance with this Agreement and applicable laws; (d) provide a description of how Grant Recipient will allocate requested funds including Grant Recipient's plan for purchasing materials from United Farmers of Alberta Co-operative Limited and others; (e) use requested funds as described; (f) not engage in any activity which may in the reasonable opinion of ACF harm or diminish ACF's reputation or expose ACF to any legal risks; and (g) in the event that it receives an inquiry or any other communication regarding an investigation by a governmental or regulatory authority relating to the Grant Program or Grant, promptly notify ACF as to the existence and nature of inquiry and the proposed response, and provide ACF with a reasonable opportunity to consult with it regarding the inquiry and to comment on its response prior to its delivery to the applicable governmental or regulatory authority. If the Grant Recipient fails to comply with any of the foregoing obligations, ACF has the right to revoke the Grant, or any remaining portion thereof, as applicable. ACF may request to audit the records kept by the Grant Recipient directly related to the Project in order to verify the Grant Recipient's compliance with these Rules.

- 10 **General.** By applying for a Grant, the Applicant agrees to comply with these Rules and accept all decisions of ACF with respect to all aspects of the Grant Program (including but not limited to decisions regarding the eligibility or disqualification of Applicants), which are final with no right of appeal. This Grant Program shall be governed by the laws of the Province of Alberta and all federal laws applicable therein, including but not limited to those concerning copyright, plagiarism, trademark, defamation and privacy. Any Application, which in the sole opinion of ACF is deemed inappropriate, is inconsistent with the Grant's purpose, image of ACF and/or does not adhere to the Rules or applicable laws, will be disqualified.
- 11 **Disclaimer of Liability.** ACF accepts no responsibility for incomplete, lost, or damaged Applications; or any other loss, damage or claims caused by or resulting from the Grant Program, the application process with respect to the grant Program, or any Grant associated with the Grant Program. Without limiting the generality of the foregoing, ACF will not be liable for: (i) any damage to an Applicant's computer equipment, system, software or any combination thereof, as the result of an Application's submission of an Application; (ii) any failure of the Grant Website; or (iii) any incorrect or inaccurate capture of Application information, technical malfunctions, technical or human error, printing errors, lost or garbled data or transmission, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof.
- 12 **Amendment of Rules.** ACF may amend these Rules or terminate the Application Period or Grant Program at any time without any liability to an Applicant. ACF can substitute at its sole discretion any winning Project which for any reason is disqualified from or unable to participate in any aspect of the Grant Program, as determined by ACF in its sole discretion.
- 13 **ACF Property.** All Applications, once submitted to ACF, become the permanent property of ACF and none will be returned. All Applications and any intellectual property rights therein, including but not limited to copyright, become the sole property of ACF, without compensation to any Applicant. Upon entry, each Applicant waives all moral rights in the Application. Applications may, throughout the Grant Program and thereafter, be distributed, used, reproduced, exhibited, donated, sold and/or displayed by ACF on its website or on the UFA website, UFA publications or in a UFA location, which rights are granted by an Applicant to ACF upon submission of its Application, all without notice or compensation to Applicant. No correspondence will be entered into except with potential Grant Recipients after the Application Period Closing Date.

- 14 **Privacy.** Personal information of Project Leaders contained in the Application is being collected by ACF and shared with United Farmers of Alberta Co-operative Limited for the purpose of administering the Grant Program. Such personal information will not be used for any other purpose, or disclosed to any third party without consent of the Project Leader providing such personal information. By submitting an Application, each Project Leader consents to the collection, use and disclosure of his/her personal information contained in the application form for the purposes stated herein.