

Sustainable Canadian Agricultural Partnership

Competitive. Innovative. Resilient

THE CYBERSECURITY PREPAREDNESS INITIATIVE GUIDELINES

For interpretation of Guidelines, please see section 9 [Interpretation Of Guidelines](#).

1. Purpose Of the Initiative

The purpose of the Initiative is to support local boards under the *Farm Products Marketing Act*, marketing boards under the *Milk Act*, the association under the *Beef Cattle Marketing Act*, and representative associations under section 12 of the *Farm Products Marketing Act* to undertake cybersecurity enhancement activities that are tailored to the specific needs of the agricultural sector.

2. Term Of the Initiative

2.1. Commencement Of the Initiative

The Initiative will begin accepting applications on September 16, 2024 until 11:59 p.m. EST January 20, 2025, or until funding runs out, whichever comes first.

Eligible projects must be completed by July 31, 2025.

3. Funding For the Initiative

3.1. Maximum Funding Available To A Recipient Under the Initiative

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

3.2. Source And Amount Of Funding For the Initiative

Funding for the Initiative comes from the Sustainable CAP. Up to \$1,250,000 (one million two hundred fifty thousand dollars) has been allocated for the Initiative.

4. Operation Of the Initiative

4.1. Eligible And Ineligible Activities

4.1.1. Eligible Activities

The following activities are eligible under the Initiative as long as they bolster cybersecurity defenses:

- (a) New cybersecurity assessments and audits;
- (b) Software enhancements based on the findings of a recent cybersecurity assessment/audit;
- (c) Training for staff aimed at improving competency in managing cybersecurity risks and related emergency situations; and
- (d) Incident response planning and testing.

4.1.2. Ineligible Activities

Any activity that is not set out under section 4.1.1 of the Guidelines is an ineligible activity under the Initiative.

4.2. Eligible Costs And Ineligible Costs Under the Initiative

4.2.1. Eligible Costs Under the Initiative

The following costs are eligible for the purposes of the Initiative, provided they were reasonably incurred and are necessary to complete the Recipient's Project:

- (a) Costs, including deposits, that were incurred on or after September 3, 2024 but on or before July 31, 2025;
- (b) Costs that reflect the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund;
- (c) Third-party consulting services to complete assessment or audit of the current IT and cybersecurity infrastructure, and to provide recommendations for enhancements;
- (d) One-time (initial) costs for cybersecurity and related software;
- (e) Third-party external expert services for creation and/or refinement of incident response plan;

- (f) Cost of cybersecurity software and initial licenses (for a maximum of 6 months) for the Project; and
- (g) Cost of third-party instructor fees for cybersecurity training of Recipient's staff aimed at improving competency in managing cybersecurity risks and emergency situations (could include access fee to online training platforms for a maximum of 6 months).

4.2.2. Ineligible Costs Under the Initiative

The following costs are ineligible for the purposes of the Initiative:

- (a) Costs to apply to the Initiative;
- (b) Costs, including deposits, that were incurred before September 3, 2024 and after July 31, 2025;
- (c) Costs to obtain goods, services or both, where those goods, services or both were not obtained from an entity operating at Arm's Length from the Recipient;
- (d) Costs related to the Recipient's ordinary business operations (e.g., day-to-day business operating expenses related directly to producing the goods or services sold by a business, to selling goods and services, costs of running a business);
- (e) Deposits (prepayments) for which goods or services are not yet fully received;
- (f) Cost for the maintenance of existing third-party cybersecurity software and licensing;
- (g) Software licensing costs or fees beyond those set out in 4.2.1 (f);
- (h) Costs related to leasing of software;
- (i) Costs of multi-use items (such as smart phones, computers, data and cloud servers, and printers);
- (j) Costs related to submitting reports to the Ministry;
- (k) Costs not specifically required for the implementation of the Project;
- (l) Any in-kind contributions;
- (m) Recipient's staff salary and benefits;
- (n) Any transportation, meal and hotel costs;
- (o) Information technology hardware;
- (p) Infrastructure, construction, and machinery costs;
- (q) Any equipment (information technology or other);
- (r) Any cybersecurity insurance costs; and
- (s) Any other costs that are not set out under section 4.2.1 of the Guidelines.

4.3. Eligibility Requirements

To be eligible to participate in the Initiative, an Applicant will meet the following requirements:

- (a) Be a local board, marketing board, or representative association under the *Farm Products Marketing Act*, *Milk Act*, or *Beef Cattle Marketing Act*;
- (b) Provide its CRA BN;
- (c) Submit a completed Ministry-approved Application Form to the Ministry in accordance with what is set out under section 4.4 of the Guidelines;
- (d) Is undertaking an activity set out in section 4.1.1 of the Guidelines;
- (e) Be in compliance with the following for its business operations at the time of applying to the Initiative:
 - (i) Environmental-related Requirements Of Law,
 - (ii) Labour-related Requirements Of Law,
 - (iii) Tax-related Requirements Of Law, and
 - (iv) Material compliance with all other Requirements Of Law;
- (f) Is not, nor is any officer, director or employee of the Applicant (if any), a current or former federal public office holder or federal public servant, or if the Applicant is, or any officer, director or employee of the Applicant (if any) is, the Applicant, or that officer, director or employee of the Applicant (if any) is in compliance with the *Conflict of Interest Act* (Canada), the *Conflict of Interest Code for Members of the House of Commons* (Canada), the Values and Ethics Code for the Public Sector (Canada) and the Policy on Conflict of Interest and Post-employment (Canada), as applicable;
- (g) Is not, nor is any officer, director or employee of the Applicant (if any), a member of the House of Commons on the Senate, or, if the Applicant is, or any officer, director or employee of the Applicant (if any) is, the Applicant, or the officer, director or employee of the Applicant (if any), is permitted under the *Parliament of Canada Act* (Canada) to receive funding from Canada under the Sustainable CAP;
- (h) Agrees that any intellectual property rights arising from their Project, should the Applicant be found to be eligible to participate in the Initiative as well as receive an Initiative Payment, belongs to the Applicant;
- (i) Agrees that Canada and Ontario may, should the Applicant be found to be eligible to participate in the Initiative as well as receive an Initiative Payment, publish information about the Applicant, including:
 - (i) Project-related information,
 - (ii) The Name of the Applicant,
 - (iii) The amount of funding Canada and Ontario provided, and
 - (iv) The outcome of the Project; and
- (j) Agrees to be bound by the terms, conditions and requirements of the Initiative, as set out in the Minister's Order, the Guidelines and the Approval Letter.

4.4. Applying To the Initiative

Applicants **must** apply to the Initiative using a Ministry-approved Application Form. The Application Form should be filled out using Adobe Acrobat Reader. Applicants that use another format other than Adobe Acrobat Reader to fill out their Application Form may be required to re-submit their Application Form filled out using Adobe Acrobat Reader.

Applicants **must** ensure that their Application Form is fully completed.

In addition to a complete Application Form, Applicants **must** provide written quotes from any third party providing a good, service or both to the Applicant with the following exception. Where Eligible Costs are dependent upon the conclusion and findings of the Project's cybersecurity assessments and audits, Applicants should provide third-party written quotes where possible.

Completed Application Form with written quotes will be accepted as of September 16, 2024 on an ongoing basis until 11:59 p.m. EST January 20, 2025, subject to the availability of funding allocated to the Initiative. Complete Application Form and written quotes must be submitted by email to SustainableCAP1@ontario.ca. Supporting documentation provided but not required under the Initiative will not be reviewed.

Applicants are limited to one (1) Project for this Initiative.

Applicants must not submit an Application Form for a Project where the Applicant has already received or is expected to receive any funding through Sustainable CAP for a project with similar outcomes.

Where Applicants have received funding for the Project through other sources, the total assistance provided from all funding sources cannot be greater than one hundred percent (100%) of the total Eligible Costs. All funding for a Project, including from additional sources, must be listed on the Application Form.

4.5. Review Of Application, Evaluation Criteria And Notification

The Ministry will review the Application Form to determine whether the Applicant is eligible to participate in the Initiative. The Ministry will only review a completed Application Form. If an Application Form is found to be incomplete, the Ministry will **not** accept the incomplete application.

Application Forms for a Project where the Applicant has already received or is expected to receive any funding through Sustainable CAP for a project with similar outcomes will **not** be accepted.

Applications will be evaluated against eligible activities and Eligible Costs.

The Ministry will review completed Application Forms in the order they are received.

The Ministry will provide an Approval Letter via Email to successful Applicants. The Approval Letter will include the following:

- (a) A file number, which the Ministry uses to refer to the specific Project;
- (b) The Project description;
- (c) The maximum amount of Initiative Payments and cost shared percentage approved;
- (d) The Eligible Costs;
- (e) The date the Recipient is required to complete its Project;
- (f) The Claim submission deadline; and
- (g) The final report submission information including deadline.

The Ministry will provide an email to unsuccessful Applicants setting out a brief explanation of why they were not approved to participate in the Initiative.

4.6. Submitting Claims

A Recipient **must** submit its Claims to the Ministry for Eligible Costs for completion of its Project via the Ministry's Claim Portal. A link to the Ministry's Claim Portal will be provided to a Recipient after the Ministry receives a reply email to the Ministry's Approval Letter in the form and manner required in that Approval Letter.

The Claim **must** be complete and supported by true copies of all paid invoices and proofs of payment.

A proof of payment must set out in detail:

- (a) Who paid for the good, service or both and their relationship to the Recipient;
- (b) Who received the payment;
- (c) The goods, services or both that were provided; and
- (d) The date of the payment.

Acceptable forms of a proof of payment include:

- (a) An electronic image of a processed cheque;
- (b) A statement from a banking institution will set out 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.

All Claims and the final report must be submitted no later than 11:59 pm EST on the date(s) set out in the Approval Letter. Any Claims submitted after the required date(s) will be ineligible.

4.7. Review Of Claims And Notification

The Ministry will review all Claims to determine whether the costs being claimed are eligible. Eligible Costs for each Project will be set out in the Approval Letter.

The Ministry may request additional information from the Recipient to verify the validity of a Claim. Where the Ministry 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.

If the costs being claimed are Eligible Costs, an Initiative Payment will be issued for those claimed costs.

If, however, the costs being claimed are Ineligible Costs, those costs will not be reimbursed. The Ministry will notify the Recipient regarding any Ineligible Costs and provide a reason why those costs are Ineligible Costs under the Initiative.

4.8. Initiative Payments

To be eligible to receive an Initiative Payment, a Recipient **must**:

- Be registered with [Transfer Payment Ontario](#).
- Be registered for Doing business with the Government of Ontario with Supply Ontario (to receive Initiative Payments).

4.9. Loss Of Eligibility

4.9.1. 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.

4.9.2. 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.

4.9.3. Abusive Toward Ministry Staff

Any Applicant or Recipient that is abusive toward any Ministry 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.

4.9.4. 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.

4.9.5. 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.

4.10. 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 the Ministry as soon as practicable. The Recipient will also comply with any directions issued by the Ministry 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 at 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 one thousand dollars (\$1,000) or more for **at least** two (2) years after the date of the Approval Letter, unless otherwise directed by the Ministry. The Recipient will not, without the Ministry's 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 insureds with respect to any liability arising in the course of the Recipient 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 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

5.11.1.1. 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 "B" 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;

5.11.1.2. 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 the Ministry issues to the Recipient.

7.3. Interest

Ontario 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 the 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 in this section 9.1 of the Guidelines will have the meanings herein, unless the context indicates otherwise.

“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 Ministry 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.

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

“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.

“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; and
- (b) His Majesty the King in Right of Canada, His Ministers, agents, appointees, and employees.

“Ineligible Costs” means the costs set out under section 4.2.2 of the Guidelines.

“Initiative” means Cybersecurity Preparedness Initiative.

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

“Minister’s Order” means Minister’s Order 0005/2023.

“Ministry” means the Ministry of Agriculture, Food and Agribusiness.

“Ontario” means His Majesty the King in Right of Ontario and includes any successor.

“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*.

“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, directives and agreements, as they may be amended from time to time.

“Sustainable CAP” means the Sustainable Canadian Agricultural Partnership Strategic Initiatives Program, as established by the Minister’s Order.

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.

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 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
- (b) Provide a minimum of ten (10) Business Days’ notice to the Ministry, of planned news conferences organized by the Recipient in order 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 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 Guidelines, 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.

