Agricultural and Food Products Market Development Assistance Program



Agriculture Canada

Industry, Trade and Commerce

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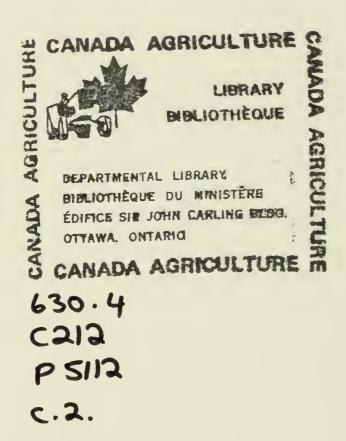
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Agricultural and Food Products Market Development Assistance Program

INTRODUCTION

The Agricultural and Food Products Market Development Assistance Program (AGMAP) provides incentives to market development projects originating in the private sector. Its main objective is for sustained expansion of the effective market for Canadian agricultural and food products.

The program is administered jointly by the Canada Department of Agriculture and the Department of Industry, Trade and Commerce.

Program assistance is provided to extend the scope of initiative, particularly in the private sector, by assisting projects that otherwise would not be carried out or would be carried out on a reduced scale. It must be demonstrated that a project will:

- encourage the efficient growth and development of agriculture by means that are consistent with the welfare of all Canadians;
- help producers raise their net incomes and reduce the variability of their resource returns;
- encourage the agricultural sector in each region of Canada to develop those kinds of production for which its resources and location make it most efficient, in terms of its competitiveness in domestic and international markets; and
- facilitate and foster the development of markets, particularly export markets, as a means of stimulating sound expansion of the entire agricultural industry.

The degree to which government will support a project under the Agricultural and Food Products Market Development Assistance Program is related to the probable contribution of the project to the government objective. The support available to any project will be limited to the minimum necessary to enable it to proceed. The basic criterion employed to establish whether any given project receives support will be potential sales relative to risks to government contribution. Recommended projects will be considered for approval by a board representing the interested departments of government.

It should be noted that the program does not cover costs incurred before the Department agrees to support a project. Grains and oilseed products are also excluded as they are covered by a separate program.

ELIGIBLE PROJECT SPONSORS

Assistance under the program is open to Canadian companies, agencies, industry associations, universities, institutes and similar entities that undertake projects consistent with the program's objectiveness and meet the following requirements:

- are established in Canada;
- have ability, or demonstrated potential, in the phase of agricultural and food products market development under consideration;
- have satisfactory financial and management resources.

ELIGIBLE PROJECTS

The types of market development projects the program is intended to support encompass a wide range of activities related to market development for new products in new markets, as well as activities related to expanding commodity or product sales in established markets.

The projects eligible for assistance can be divided into three broad categories:

- FEASIBILITY PROJECTS These encompass activities pertaining to market definition, determination of technical feasibility for new products or processes, and determination of the commercial feasibility of penetrating a market for new or existing products and/or processes;
- 2. DEVELOPMENT PROJECTS These include market development and product and/or process development. A market development project is concerned with expansion of existing markets or penetration of new markets and could encompass activities in the field of promotion, transportation, processing and distribution facilities. A product and/or process development project could encompass new or improved agricultural and food products and new or improved processes which would lead to increased sales.
- 3. CANADIAN CAPABILITY PROJECTS These are designed to establish a capability in Canada that is necessary to the conduct of feasibility or development projects but is currently lacking. The projects must have a

potential for becoming self-sustaining on the basis of revenue from the private sector.

GENERAL REQUIREMENTS

Projects must:

- be specific;
- be capable of description in terms of a favorable cost/benefit ratio;
- offer long-run potential for the improvement of Canadian agricultural and food products marketings;
- have a direct bearing on the development of markets for Canadian agricultural and food products;
- NOT adversely affect nor interfere with normal Canadian commercial sales;
- NOT duplicate existing programs or facilities;
- be consistent with government policy;
- benefit primary producers.

FORMS OF ASSISTANCE

For all types of projects described above, the basic form of financial assistance will be contributions, with variation designed to maximize the incentive to the private sector per dollar expended by the government. In all projects involving government financial assistance, a dollar limit on the government's contributions will be established at the time of approval of a project.

- a) NON-RECOVERABLE CONTRIBUTIONS These will be accountable grants, intended to enable projects to be undertaken that themselves have no immediate prospect of commercial return, but that would be expected to lead to the development of commercially attractive prospects of return.
- b) RECOVERABLE CONTRIBUTIONS These are intended to lessen the burden of risk and thus to overcome psychological barriers. The size of the government contributions would be related to the need for support and the risk and benefits of any proposed project. These contributions would be repayable out of sales on successful completion of the project, or would be converted into non-recoverable contributions if the project turned out to be unsuccessful.

For both non-recoverable and recoverable contributions, provision will be made, where applicable, for interim payments based on progress reports.

c) CONTINGENT CONTRIBUTIONS — The government will assume an agreed portion of the risk of the capital requirements of a project. Payments will be made only where the project proves to be unsuccessful after an agreed time period and a loss is incurred. This type of assistance could also be used to guarantee a loan if this were required for a project to be carried out.

EXTENT OF GOVERNMENT ASSISTANCE

Feasibility projects, in general, are eligible for a government contribution towards the costs directly incurred in carrying out the projects, provided the ultimate benefits in terms of potential increases in sales warrant undertaking them. Applicants requesting assistance to carry out a feasibility project should submit evidence that the project represents an extension of their normal activity.

Canadian capability projects are eligible for a government contribution towards costs, to the stage at which the capability becomes self-sustaining in terms of revenue. Applicants requesting assistance should submit projections of revenue (which can be related to project costs) through to the time of self-sustenance.

Development projects are eligible for government contributions, risk insurance and loan insurance, where resources are not available under fair and reasonable conditions from commercial sources. Applicants requesting contributions should submit evidence that present conditions would not justify them making the full investment themselves. This evidence, for commercial organizations, should include the rate of return on investment. For industry associations or other nonprofit organizations, the evidence should be submitted in terms of probable revenues to members or sponsors. Applicants should demonstrate that risk and uncertainties are in excess of normal commercial limits.

The normal level of support provided is 50% of the eligible costs. Applicants requesting a higher level of assistance should submit evidence that it is necessary to ensure continued viability of the organization following possible project failure. They should also define the time period during which uncertainties and or risks will be excessive.

ELIGIBLE COSTS

Costs considered eligible for financial assistance are the additional costs incurred directly as a result of undertaking the project. A general and administrative charge may be added to the direct costs of the project to cover additional administration costs resulting from undertaking the project.

ORGANIZATION IN RECEIPT OF OTHER GOVERNMENT ASSISTANCE

Applicants receiving other government assistance should identify the nature and the amount received, or receivable, and the purpose for which the support is provided.

CONTRACTUAL ARRANGEMENTS

The provision of financial assistance for approved projects is covered by a standard assistance Agreement in the form set out in Appendix III. A statement of Work agreed to by the company and the Department is appended to and forms part of the Agreement.

Recognizing that research and development plans and activities may have a vital bearing on a company's competitive position and information thereon is proprietary, the Department treats any information in the strictest confidence. Accordingly, all documents containing proprietary information should be marked "COMMERCIAL CONFIDENTIAL".

APPLICATION

For your convenience, and to expedite processing, project proposals should be submitted in the format outlined in the "Method of Application" outlined below. If, however, there is considerable uncertainty about whether a project idea would be acceptable, a brief letter noting the essentials of the project and requesting an opinion may be submitted as the initial approach.

The program will be administered jointly by the Department of Industry, Trade and Commerce and Canada Department of Agriculture.

Information on matters related to export marketing can be obtained by contacting the Department of Industry, Trade and Commerce.

Agriculture, Fisheries and Food Products Branch, Department of Industry, Trade and Commerce, 240 Sparks Street, Ottawa, Ontario

Ottawa, Ontario

K1A 0H5

Attention: Programs Division

Further information on matters related to domestic marketing can be obtained by contacting:—

Marketing Services Division, Food Production and Marketing Branch, Agriculture Canada, Sir John Carling Bldg., Ottawa, Ontario K1A 0C5

METHOD OF APPLICATION

The following outline is intended as a general guide to the information that an organization should provide in written form in its Application for Assistance. The completed application for matters related to export marketing should be addressed to:

Agriculture, Fisheries and Food Products Branch, Department of Industry, Trade and Commerce, 240 Sparks Street,

Ottawa, Ontario

K1A 0H5

Attention: Programs Division

or

Marketing Services Division, Food Production and Marketing Branch, Agriculture Canada, Ottawa, Ontario

K1A 0C5

and should consist of the following:

- a) Cover sheet
- b) Summary
- c) Description of the Project
- d) Analysis of Commercial Feasibility
- e) Outline of the Applicant's Qualifications
- f) Statement of Work
- g) Cost Estimate
- h) Time Schedule

1. THE COVER SHEET SHOULD INCLUDE:

- the project title
- the date of the application
- the name, address and telephone number of the company
- the name and position of the company officer submitting the application.
- a statement that the applicant accepts the terms of the Agricultural and Food Products Market Development Assistance Program agreement

2. THE SUMMARY SHOULD BE NOT MORE THAN TWO PAGES LONG AND SHOULD INCLUDE:

- a concise description of the project
- a brief statement of the expected benefits, the market potential (domestic and export, units and dollars), and the share of the market the company expects to obtain
- a time schedule (start, major milestones, finish)
- an estimate of the total cost of the project
- a statement of the nature and extent of government assistance requested
- information about any other federal or provincial government assistance received or applied for by the company (the title and cost)

3. THE DESCRIPTION OF THE PROJECT SHOULD INCLUDE:

- an explanation of the nature of the project, sufficiently detailed to substantiate that the product, process or system will be competitive
- an indication of whether areas of technical advance are expected to be patentable and, if so, in which countries the company plans to apply for a patent
- the special features, set out in sufficient detail to allow evaluation by specialists competent in the field concerned

- an identification of main problems and risks to be reduced to a practical minimum by the method of approach adopted
- an explanation of the method of approach to resolving the problems. (The reasons for choosing the selected solution, and discarding alternative solutions, should be explained with supporting documentation, as appropriate.)
- the performance targets that should be attainable within the cost and time limits proposed
- the names of key personnel who will be assigned to the project, with an outline of their qualifications and experience
- a list of major equipment requirements, together with any special purpose equipment
- plans, if any, for subcontracting and the use of consultants
- 4. THE ANALYSIS OF COMMERCIAL FEASI-BILITY SHOULD INCLUDE:
- the market requirement for the product, process or system in terms of increased performance, reduced costs, simplicity of operation, or other demand factors
- a market analysis identifying the users, estimating the demand in units and dollars (domestic and export) and the rate of growth of the market
- a forecast of market penetration (the market potential must be adequate to yield a satisfactory return on investment) including projected impact on agricultural and food products
- performance data or management plans demonstrating that the marketing organization and management capability of the company will be adequate to attain the marketing objectives proposed
- an assessment of the company's marketing organization and management capability in relation to such problems as distribution, transportation costs, need for after-sales servicing, competitive pricing requirements, the effect of tariffs on export performance and other relevant factors
- an analysis of production and marketing costs, particularly where price is a critical factor
- a statement that the company possesses full rights to proceed with the proposed project

- evidence of commercial interest in utilizing the results of the project should be submitted by noncorporate applicants
- 5. THE OUTLINE OF APPLICANT'S QUALIFI-CATIONS SHOULD INCLUDE:
- a statement of the applicant's long-term goals and the project's relevance to them
- an outline of the applicant's prior experience in the field
- information concerning facilities to be employed during the conduct of the project and follow-up activities
- evidence that the financial resources are adequate to enable the project to be carried out on a sound financial basis. Arrangements for any additional funds required, other than those applied for from this program, should be completed and declared by the applicant
- audited financial statements for the past 3 years
- evidence that the applicant has or will have the financial resources required to cover the costs of commercial exploitation of the resulting product, process or system as well as provide for other normal needs of the business such as repayment of term debt and the replacement of machinery and equipment. (If additional funds are required to produce and or market a product, definite plans to raise these funds should be presented by the applicant.)
- 6. THE STATEMENT OF WORK SHOULD SUMMARIZE:
- the purpose of the project, including quantitative performance targets of the product, process or system to be developed
- the major tasks to be undertaken and the method of approach to resolving them
- the starting, major milestone and finishing dates
- proposed progress reporting schedule
- proposed payment schedule
- 7. A PROJECT COST ESTIMATE FORMAT IS SUGGESTED IN APPENDIX I.
- 8. A TIME SCHEDULE IS SUGGESTED IN AP-PENDIX II.

APPENDIX I

ESTIMATED PROJECT COSTS

SALARIES
Position, hourly rate, estimated time

Year 1 Year 2 Year 3 Total

DIRECT MATERIAL
Major items, e.g., raw material, components

EQUIPMENT REQUIREMENTS
Equipment function (depreciation)

SUBCONTRACTS (INCLUSIVE CONSULTANTS)
Name and address, type of work, type
of contract, time period

OTHER COSTS
Travel, patent applications, etc.

TOTAL COST

SOURCE OF FUNDS

e.g., Sponsor

Province

AGMAP

APPENDIX II TIME SCHEDULE (Suggested format) APPLICANT_____ PROJECT____ Time periods (specify) 3 6 Objective or phase 1. Specify each objective or 2. phase of the project so that 3. it is clearly identifiable. 4. 5.

Proposed project starting date______

Estimated project completion date______

6.

^{*}The information presented graphically in this Appendix should correspond to the information provided in narrative form in the Statement of Work.

APPENDIX III

AGRICULTURAL AND FOOD PRODUCTS MARKET DEVELOPMENT ASSISTANCE PROGRAM

Department of Industry, Trade and Commerce

Project No.

COMMERCIAL CONFIDENTIAL

THIS AGREEMENT made this

day of

AD 19

BETWEEN

HER MAJESTY THE QUEEN in right of Canada (hereinafter called "Her Majesty") herein represented by and acting through the Minister of Industry, Trade and Commerce (hereinafter called "the Minister")

OF THE FIRST PART

AND

(hereinafter called "the Company")

OF THE SECOND PART

WHEREAS the Company proposes to perform the work, services and other matters described in the Statement of Work attached hereto and marked as Appendix "A", together with all work, services and other matters incidental thereto all of which work, services and other matters are collectively hereinafter called "the Project";

AND WHEREAS the Company has applied to Her Majesty for financial assistance pursuant to the Agricultural and Food Products Market Development Assistance Program in connection with the Project,

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants and agreements hereinafter contained, the parties covenant and agree as follows:

- 1. The Company will promptly commence and diligently continue and complete the Project, using qualified personnel at all times, provided that any delays arising out of circumstances beyond the control of the Company shall be deemed not to constitute a breach of this covenant.
- 2. The Company will not change or enlarge the general scope of the Project without the prior written consent of the Minister.
- 3. Her Majesty will contribute to the Company either, (a) the amount of \$
 - (b) an amount equal to that percentage specified in the Statement of Work of the reasonable and proper costs of the Project, whichever shall be less, provided always that Her Majesty's liability for the payment of moneys shall be conditional upon and governed by the determination pursuant to section 4 of this Agreement of the reasonable and proper costs of the Project.
- 4. The Company shall keep proper books, accounts and records relating to the costs of the Project and during the performance of the Project and for a period of not less than five years after its completion shall preserve such books, accounts and records and keep them available for examination and audit by such person or persons as the Minister may, from time to time, designate. The reasonable and proper costs of the Project shall be determined in accordance with generally accepted and consistently followed accounting practices and, at the discretion of the Minister, shall

be determined after and subject to an audit or audits by such person or persons as the Minister may, from time to time, designate.

5. (a) If a method or timetable of payments is included in the Statement of Work, then Her Majesty's contribution shall be paid in accordance with such method or timetable of payments, but if no method or timetable of payments is included in the Statement of Work, then Her Majesty's contribution shall be paid in one or more monthly payments.

- (b) The Company will complete and submit to the Department of Industry, Trade and Commerce (hereinafter called "the Department") as soon as is reasonably practicable after the end of each period mentioned in the Statement of Work, (or if no such period is mentioned then as soon as is reasonably practicable after the end of each calendar month) a claim in form prescribed by the Department certified by an authorized officer of the Company and, if required by the Department, by the external auditor of the Company. Such claim shall show costs of the Project incurred in the preceding period and shall be accompanied by such relevant vouchers as the Department may require. Upon certification of such claim on behalf of the Department, Her Majesty will pay to the Company all of Her Majesty's share thereof up to, but not exceeding, 90% of the amount of Her Majesty's total contribution. The final 10% of Her Majesty's total contribution shall be paid upon receipt and approval by, and on behalf of, the said Department of the Company's final statement of costs which final statements of costs shall be in form prescribed by the Department, shall be certified by an authorized officer of the Company and, if required by the Department, by the external auditor of the Company and shall be accompanied by such relevant vouchers as the Department may require. It at anytime, or from time to time, the Minister shall require an audit pursuant to section 4 of this Agreement, then Her Majesty may postpone the making of any payment that would otherwise be due until after the completion of such audit.
- 6. Any authorized representative of the Department of Industry, Trade and Commerce, and the Canada Department of Agriculture, shall have access to the premises of the Company at all reasonable times, to inspect and assess the progress of the Project and the Company will render all reasonable assistance to any such authorized representative for the purposes aforesaid.
- 7. If the Company determines that it is expedient to purchase any goods or services for the Project or to contract with any person, corporation or association for the performance of any part of the Project, then it will use Canadian vendors and Canadian contractees to the extent that it is economically feasible to do so and will encourage Canadian vendors and Canadian contractees to develop the necessary capabilities to supply goods and services relating to the Project to the extent that it is economically feasible to do so.
- 8. Title to all designs, specifications, data, drawings, plans, reports, patterns, models, prototypes, shop practices and other information (hereinafter collectively called "technical information") produced, purchased or otherwise acquired by the Company in or in connection with carrying out the Project and title to all equipment, materials and supplies produced, purchased or otherwise acquired by the Company in or in connection with carrying out the Project shall vest in and remain the property of the Company in the same manner and to the same extent as if this Agreement had not been entered into except for and subject to the restrictions on transfer and disclosure of technical information hereinafter contained.
- 9. Title to all inventions, methods and processes conceived or developed in carrying out the development project shall vest in and remain the property of the Company in the same manner and to the same extent as if this Agreement had not been entered into, except for and subject to the followings:

(a) the Company shall not assign, transfer or set over its title or any interest therein, whether by way of licensing agreement or otherwise if by so doing the provisions of section 10 of this Agreement are infringed and shall place the same restrictions on any assignment, transfer or setting over that it may make;

- (b) if the Company elects not to use any invention (whether patented or not) conceived or developed in carrying out the Project, the Company will advise the Minister of such election and will, if requested to do so by the Minister, assign all its right, title and interest therein to Her Majesty.
- 10. If the Project includes directly, or by reasonable inference, any research or development or both then the Company shall not transfer or disclose technical information resulting from the Project nor transfer any rights to patents (including licenses) connected therewith to any government other than the Government of Canada, or to any person, company, partnership on firm for the purpose of producing or manufacturing outside of Canada any articles, ingredients, processes or things resulting from the Project or which are substantially the same as such articles, ingredients, pro-

cesses or things and shall place the same restrictions on any transfer it may make to any government, person, company, partnership or firm provided that the prohibition contained in this clause shall not apply if the Statement of Work specifies directly, or by reasonable inference that the purpose, or one of the purposes of the Project is to encourage or permit the production or manufacture of such articles, ingredients, processes or things outside of Canada or to disseminate such technical information.

- 11. Notwithstanding anything to the contrary contained in this Agreement, the Company may make such disclosure of technical information resulting from the Project as may be required by either patent laws or food and drug laws and may also make such other disclosure of technical information and such transfer of patent rights as the Minister may, from time to time, authorize in writing.
- 12. The Minister will maintain normal commercial security and privacy in respect to the Project and will not disclose any information encompassed by, connected with, or related to the Project to any person outside Canadian Government Departments and Agencies without the prior written consent of the Company, provided that this clause shall not apply if the Statement of Work specifies directly, or by reasonable inference that the purpose, or one of the purposes of the Project is to disseminate information encompassed by, connected with, or related to the Project.
- 13. If the Project includes directly or by reasonable inference the manufacture, production, invention or improvement for sale purposes of any articles, ingredients, processes or things then the Company shall, within a reasonable time and to the extent that it is not uneconomic in accordance with sound business judgment to do so use its best efforts to manufacture, produce, invent or improve such articles, ingredients, processes or things and to promote their sale in such country or countries as are specified in the Statement of Work or if no countries are specified in the Statement of Work, then throughout the world. All manufacture, production, invention or improvement and all efforts connected therewith shall be carried on wholly within Canada except as otherwise permitted by the provisions of section 7 of this Agreement or by the written consent of the Minister.
- 14. If the Company, in the opinion of the Minister, fails to proceed diligently with the Project or fails within a reasonable time to produce or market any article, ingredient, process or thing which it is required to produce or market under this Agreement, or if the Company becomes bankrupt or insolvent or has a receiving order made against it (either under the Bankruptcy Act or otherwise), or makes an assignment for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Company, or if the Company takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, the Minister may, by giving notice in writing to the Company, exercise any or all of the following remedies:

(a) terminate the obligation on the part of Her Majesty to contribute or continue to contribute to the costs of the Project;

(b) direct the Company to, and the Company will, at no cost to Her Majesty, transfer and deliver to Her Majesty, ownership and custody of all the technical information, methods and processes arising out of or resulting from the Project;

(c) direct the Company to, and the Company will, at no cost to Her Majesty, transfer to Her Majesty any prototype, pilot plant, or other equipment acquired by it or manufactured by or for it

for the purpose of carrying out the Project; and,

- (d) direct the Company to forthwith repay, and the Company will forthwith repay, to Her Majesty all of the contribution to the costs of the Project made by Her Majesty hereunder.
- 15. (a) If during the currency of this Agreement the Company determines on the basis of technical, marketing, financial or other considerations that the Project, or the production and marketing of the results thereof, should not be proceeded with, the Company will consult the Minister with respect to such determination, and may then request that the Agreement be terminated; (b) The Minister may then terminate the Agreement either unconditionally or by requiring the Company to accept such terms and conditions not inconsistent with this Agreement as the Minister in his discretion considers necessary.
- 16. If during the currency of this Agreement the Company wishes to make any arrangements for the purpose of raising funds either from the public or the private sector, the Company will submit to the Minister for his approval any prospectus, documents, or other instruments relating thereto in which a reference is made to Her Majesty, but only if such reference relates to the Project and to Her Majesty's contribution thereto.
- 17. If during the currency of the Agreement the Company sells or otherwise disposes of, or transfers to a use other than that specified in the Statement of Work, any prototype, pilot plant, or other equipment acquired by it or manufactured by or for it for the purpose of carrying out the Project

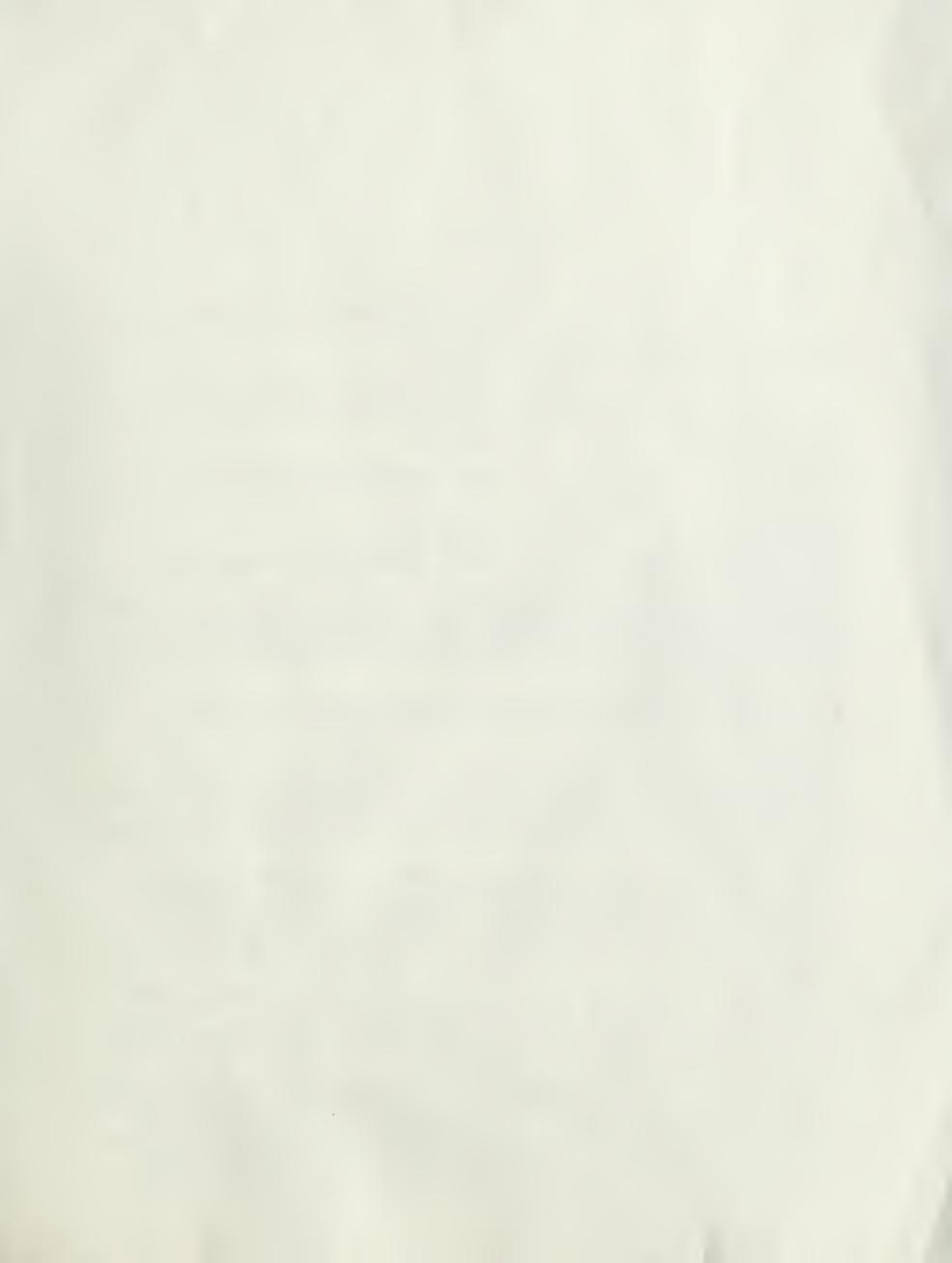
and the costs of such prototype, pilot plant or other equipment have been charged to the aggregate costs of the Project to which Her Majesty has contributed hereunder, the Company will notify the Minister in writing of such sale, transfer or other disposition and, if directed by the Minister, the Company will share with Her Majesty, in the same ratio as Her Majesty's contribution bears to the Company's contribution hereunder, the proceeds of sale or the fair market value of such prototype, pilot plant or other equipment, whichever is the greater, but in no event shall Her Majesty's share exceed Her Majesty's contribution hereunder.

- 18. For so long as this Agreement is in force, the Company shall, to the satisfaction of the Minister, submit to the Minister the reports on the progress being made by the Company with respect to the Project and the exploitation of the results thereof as set out in the Statement of Work and such further and other reports as the Minister may require.
- 19. No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- 20. This Agreement shall not be assigned by the Company without the prior written consent of the Minister.
- 21. Any notice to the Company hereunder shall be effectively given if sent by letter or by telegram, postage prepaid or with charges prepaid, as the case may be, addressed to the Company at its address as given in this Agreement, or if no address is so given, at its address as shown by the records of the Department. Any notice so given shall be deemed to have been received by the Company at the time when in the ordinary course such letter or telegram should have reached its destination.
- 22. In this Agreement any reference to the "Minister" shall be deemed to include any person authorized to act on his behalf and any reference to the "Department of Industry, Trade and Commerce" or "the Department" shall include any person authorized to act on behalf of the Department of Industry, Trade and Commerce.
- 23. If a payment by Her Majesty is otherwise due and payable under the terms of this Agreement, then it shall be made notwithstanding the continuing nature of any of the convenants of the Company contained in this Agreement provided that no payment made by Her Majesty shall constitute or be interpreted as a release of the Company from any obligation or covenant.
- 24. This Agreement and the Statement of Work constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous negotiations and documents relating thereto.

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IN WITNESS WHEREOF this Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by an officer of the Department of Industry, Trade and Commerce duly authorized by the Minister of Industry, Trade and Commerce and by the Company having its corporate seal affixed hereto attested by the hands of its proper signing officers duly authorized in that behalf.

IN THE PRESENCE OF: (by)	TRADE AND COMMERCE (by)
Witness	Name & Title (in block letters)
Name of Company	(by)
	Name & Title (in block letters)
(CORPORATE SEAL)	(by)
	Name & Title (in block letters)



et Commerce

Canada

Canada Agriculture Agriculture

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