

BRITISH COLUMBIA OYSTER RECOVERY FUND APPLICATION FORM

The British Columbia Oyster Recovery Fund provides short-term relief funds to B.C. oyster growers for the purchase of oyster seed to support production continuity.

Holders of current valid British Columbia oyster aquaculture licenses are eligible to apply for a grant of 75% of the cost of oyster seed purchased on or after January 1, 2018, to a maximum grant amount of up to \$10,000 per license holder.

INSTRUCTIONS

Please complete this application in full, then scan and submit the application and paid oyster seed receipt(s)/invoice(s) to: Charlene.Evers@gov.bc.ca.

The application must be received via email by the Ministry of Agriculture on or before March 31, 2019 in order to qualify for the grant. **Late Applications will not be processed.**

*****All Applications are subject to available Program funds*****

SECTION 1 - APPLICANT INFORMATION *(Please Print Clearly)*

Name of Aquaculture License Holder (the 'Applicant') as identified on Fisheries and Oceans Canada's [list of aquaculture license holders](#):

Business Address: _____ City: _____

Province: _____ Postal Code: _____ Business Phone: _____

Contact at Organization

Last Name: _____ First Name: _____ Email Address: _____

Mailing Address (if different from address above): _____

I am a current valid British Columbia oyster aquaculture license holder with Fisheries and Oceans Canada.

License Number(s): _____

Landfile Number(s): _____

Facility Reference Number(s): _____

I have purchased oyster seed for my aquaculture operation(s) in British Columbia on or after January 1, 2018.

I/We are either the Applicant or authorized representatives of the Applicant and hereby declare I/we have read this application in full, and to the best of my/our knowledge, information and belief, the Applicant is eligible to receive a British Columbia Oyster Recovery Fund grant as defined in the Terms and Conditions, and the statements made in this application and supporting invoices are true. Should it be determined that the Applicant is eligible for a grant, I/we acknowledge that this application form will serve as the grant agreement, and I/we agree to the Terms and Conditions within it.

Signature: _____ Date: _____

Print Name: _____

SECTION 2 – CALCULATION OF GRANT

Complete the table below.

1. Indicate in Box A. the total cost of oyster seed purchased for your aquaculture operation(s) in British Columbia on or after January 1, 2018, *exclusive of GST*. This is the sum total of the paid receipt(s)/invoice(s) that you submit with this application form, *minus the GST costs*.
2. Indicate in Box B. the grant amount that you are applying for. This is 75% of the Box A. amount, to a maximum of \$10,000.

Cost of Oyster Seed Purchased on or after January 1, 2018 (excluding GST)	Grant Application Amount (75% of the total cost of oyster seed purchased on or after January 1, 2018, to a maximum of \$10,000)
A.	B.

TERMS AND CONDITIONS

1. To be eligible for the BC Oyster Recovery Fund Program (the 'Program') all terms and conditions must be met to the satisfaction of the Ministry of Agriculture.
2. The grant offer is limited to current valid British Columbia oyster aquaculture license holders, identified as such on Fisheries and Oceans Canada's list of aquaculture license holders (<https://open.canada.ca/data/en/dataset/522d1b67-30d8-4a34-9b62-5da99b1035e6>).
3. The Program is restricted to one grant payment per oyster aquaculture license holder, regardless of the number of oyster aquaculture licenses an individual license holder may hold.
4. Oyster aquaculture license holders comprised of more than one individual or business entity are regarded as a singular license holder for the purposes of this program. The separate individuals or business entities listed may not submit separate applications.
5. A copy of the paid receipt(s)/invoice(s) for the purchase of oyster seed must be submitted to the Ministry of Agriculture with this application (completed in full) in order to qualify for the grant.
6. A grant cheque is generally mailed within 4 weeks unless your application is selected for verification, which may result in additional processing time.
7. Should a grant cheque be issued, an amount paid by the Province to the Applicant and to which the Applicant is not entitled according to the terms and conditions of the grant agreement is repayable to the Province and until repaid constitutes a debt due to the Province.
8. Should a grant cheque be issued, the Applicant must repay to the Province any funds received for a refund for returned oyster seed, and/or any funds received for oyster seed sold for which the Province had provided funds under the grant agreement.
9. 7 and 8 above will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this grant agreement ends.
10. Application forms must be accurately and fully completed and must be submitted to the Province, BC Oyster Recovery Fund Program, with copies of all documents supporting the purchase for which the Applicant is claiming a grant. The Province will not be responsible for any late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged, destroyed application forms, or otherwise failures or circumstances affecting, disrupting or corrupting the Program. The Province is not responsible for returning incomplete or otherwise ineligible applications.
11. Only those oyster seed purchases which occur within the announced Program period (January 1, 2018 - March 31, 2019) will be considered by the BC Oyster Recovery Fund Program for grant eligibility. All receipts need to be postmarked no later than March 31, 2019.
12. The Province reserves the right at any reasonable time to verify the purchase of the oyster seed. A grant may not be paid if supporting materials are not to the satisfaction of the Province, or if the Applicant has failed to comply with any requirement of the Program.
13. For eligible applications where the purchase of the oyster seed was between January 1, 2018 and March 31, 2018, the start date of the grant agreement shall be April 1, 2018. For eligible applications where the purchase of the oyster seed was after March 31, 2018, the start date of the grant agreement shall be the purchase date of the oyster seed.
14. For all eligible applications, the end date of the grant agreement shall be six (6) months after the start date of the grant agreement.

15. The Applicant agrees that the purchase, ownership and use of the oyster seed are the Applicant's sole responsibility. The Province makes no representation, warranty, whether expressed or implied in respect of oyster seed that the Applicant has chosen and applied a grant for. The Applicant agrees that the Province, its employees and representatives have no liability concerning the performance, use or fitness of the oyster seed for the Applicant's purpose.
16. The Province's decisions relating to the Program, including without limitation Applicant eligibility and the amount of grant, shall be final and binding and not subject to appeal.
17. The Province reserves the right to change or terminate the Program at any time without notice. A completed eligible application form received prior to a change or termination of the Program will be administered in accordance with the Program as it existed effective as of the postmarked date of the application.
18. The commitment of the Province to provide grants under the Program is subject to the *Financial Administration Act*, which makes any obligation to pay subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
19. The Province is collecting your contact information on this form for the purpose of processing your application for the BC Oyster Recovery Fund Program further to s. 26 (c) of the *Freedom of Information and Protection of Privacy Act*. If you have any questions about the information collected please contact Michael.Renaud@gov.bc.ca. Please note that this contact information is for privacy concerns only. If you have a general question or inquiry regarding the BC Oyster Recovery Fund Program, please email Charlene.Evers@gov.bc.ca.
20. Should the application be eligible for a grant, the Province will enter into the grant agreement by signing and dating below and delivering the executed copy of the grant agreement to the Applicant.

Signature of Expense Authority: _____ Date: _____

Name of Expense Authority: _____

BEFORE YOU SUBMIT YOUR APPLICATION REMEMBER TO:

- Read the terms and conditions and ensure that you meet them.
- Complete Section 1 and Section 2 in full.
- Include a copy of the paid receipt(s)/invoice(s) for oyster seed purchased on or after January 1, 2018 upon which you are basing your grant application.
 - Paid receipt(s)/invoice(s) MUST include license holder name, purchase date and indication that payment has been made in full.
- Sign and date the application and email it, along with required documentation, to Charlene.Evers@gov.bc.ca.
- Make a copy of the completed application form and all required documentation to KEEP for your records.

FOR GOVERNMENT OFFICE USE ONLY:

****Applicants do not fill out this box****

Application Number: 2018 _____ Grant \$ _____

Qualified Receiver: _____ Signature: _____ Date _____

Account Coding: Client: **130** Resp: **29KAC** Service Line: **08021** STOB: **7703** Project: **2900000**

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