



Hog Farm Transition Program

APPENDIX 2

PROGRAM TERMS AND CONDITIONS

1. USE OF IDLED BARN(S)

The Eligible Producer agrees that the barn or barns that contain the Eligible Animals to be removed, or that contained the Eligible Animals already removed, under the Program, along with all barns owned or leased by the Eligible Producer, whether or not they contain or contained Eligible Animals, will not be used to house Eligible Animals for a period of at least three years following the removal of the Eligible Animals from the Eligible Producer's barn or barns. Such Idled Barns may, at the option of the Eligible Producer, be kept empty during such period or used for a purpose other than housing Eligible Animals.

Random inspections will be made to ensure compliance with this requirement for a period of 3 years following the removal of the Eligible Animals claimed under the Program. A Producer that does not comply with this requirement must pay a ten percent (10%) administrative fee and reimburse the full Program payment received directly by the Producer or on the Producer's behalf, including payments made to barn owners or to creditors of the Eligible Producer plus interest of five percent (5%) per annum from the date the initial payment was made by the Program Administrator to the date of reimbursement.

Each Eligible Producer shall complete an undertaking regarding use of the Idled Barn(s) substantially in the form of Appendix 3A.

If the Eligible Producer sells or leases all or any portion of the Idled Barn(s) that contained the Eligible Animals during the three-year period following the emptying of the applicable Idled Barns, the Eligible Producer shall obtain an undertaking substantially in the form of Appendix 3B from the buyer or lessee.

If the Eligible Producer is not the registered owner of the Idled Barn(s) that contain the Eligible Animals, the Eligible Producer shall provide a 'Funding Allocation Agreement' substantially in the form of Appendix 4 regarding use of the Idled Barn signed by the registered owner.

2. ACCESS TO INFORMATION AND PRIVACY

Subject to applicable access to information and privacy legislation, the Eligible Producer shall permit the Program Administrator and the Minister of Agriculture and Agri-Food access to all records and information of the Eligible Producer relating to this Program. The Eligible Producer agrees that the Program Administrator may provide any information provided by the Eligible Producer to the Program Administrator or otherwise obtained by the Program Administrator in connection with this Registration, any application or tender made in connection with this Registration, and the Program to the Minister. The Eligible Producer further agrees to the public disclosure of such information and that for purposes of Section 20 of the federal *Access to Information Act*, such information that the Eligible Producer provides to the Program Administrator which may be provided to the Minister of Agriculture and Agri-Food is not information obtained in confidence from the Eligible Producer provided that the Minister undertakes to protect personal information and third party information that, in the opinion of the Minister, would prejudice the competitive position of the Eligible Producer.

3. ACCESS TO PREMISES

The Eligible Producer shall allow the Program Administrator, the Minister of Agriculture and Agri-Food and their representatives access to the facilities of the Eligible Producer used or formerly used to house the Eligible Animals, whether or not owned by the Eligible Producer, for purposes of inspection, audit and verification under this Registration and the Program.

4. ENVIRONMENTAL MATTERS

The Eligible Producer shall comply with all federal, provincial and municipal laws and regulations relating to environmental matters with respect to depopulating and maintaining the Idled Barns empty of Eligible Animals. The Eligible Producer shall comply with all federal, provincial and municipal laws and regulations with respect to environmental matters, including without limitation laws and regulations relating to the release of any hazardous substance into the environment in connection with emptying the Idled Barns, maintaining the Idled Barns empty, and slaughtering, rendering, transporting and disposing of Eligible Animals. The Eligible Producer will obtain any permits required under federal, provincial and municipal laws and regulations with respect to the slaughter, rendering, transport and proper disposal of Eligible Animals undertaken in depopulating barns under the Program. For information on relevant legislation and regulations contact your provincial association.

5. HUMANE SLAUGHTER AND TRANSPORT

To the extent that Eligible Animals are to be culled, the Eligible Producer shall ensure compliance with all federal and provincial laws and regulations, including but without limitation Part XII of the Health of Animals Regulations, regarding the humane slaughter and transport of the Eligible Animals to be culled. For information on relevant legislation and regulations contact your provincial association. The Eligible Producer must complete Appendix 5 should there be a requirement to slaughter and dispose of any Eligible Animals on farm after October 7, 2009.

6. INDEMNIFICATION

The Eligible Producer shall indemnify and save harmless the Minister of Agriculture and Agri-Food and the Canadian Pork Council and their officials, directors, officers, employees and agents from and against all claims, grievances, losses, judgments, damages, costs and expenses, including reasonable professional and legal fees and disbursements, actions and other proceedings whatsoever, which the Canadian Pork Council may suffer or incur, as a result of or relating to any acts done or omitted to be done by the Eligible Producer, or any delay on the part of the Eligible Producer under the terms of the Program. This includes, but is not restricted to acts or omissions by the Eligible Producer or arising out of or in relation to the Eligible Producer's failure to comply with any federal, provincial and municipal laws and regulations with respect to environmental matters and the slaughter, rendering, transport and disposal of Eligible Animals.

7. CONFLICTS OF INTEREST

An employee, director or officer of the Canadian Pork Council who is eligible for participation in the Program may apply for funding under the Program in the same manner as any other Eligible Producer. However, no employee, director or officer of the Canadian Pork Council may knowingly permit his or her personal interests, monetary or otherwise, direct or indirect, to conflict with the proper exercise of his or her duties and responsibilities relating to the Program, and no such employee, director or officer may, as a representative of the Canadian Pork Council, take part in the approval or the administration of any Application made under the Program by such employee, director or officer.

The Eligible Producer confirms that either (i) the provisions of the *Conflict of Interest and Post Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* and any other conflict of interest rules binding on public office holders, public servants, Senators or Members of Parliament do not apply to the Eligible Producer; or (ii) such codes or rules apply to the Eligible Producer, the Eligible Producer has notified the Canadian Pork Council that such codes or rules apply to the Eligible Producer and the Eligible Producer remains in full compliance with those codes or rules despite deriving a benefit under the Program.