

2014 Canada-British Columbia Avian Influenza Assistance Initiative

Terms and Conditions

1 Purpose:

The purpose of the financial assistance is to help the poultry sector in British Columbia with the Extraordinary Expenses associated with the quarantine placed on flocks as ordered by the Canadian Food Inspection Agency (CFIA) following the discovery of avian influenza in British Columbia in December 2014.

2 Definitions:

“Acceptable Receipts” means the documents that the Program Administrator identifies as sufficient supporting evidence of incurred costs;

“Application Form” means the form that an Eligible Participant, as described in section 4 (Application Process), must complete to be considered for eligibility to the Program;

“Eligible Poultry” means those birds that were destroyed by CFIA or died from avian influenza.

“Eligible Participant” means a poultry producer, board or commission whose flock was ordered destroyed by CFIA or incurred extraordinary destruction or disposal costs as a result of the 2014 Avian Influenza detection in British Columbia;

“Extraordinary Expenses” means the costs that were incurred, as a result of the 2014 avian influenza detection in British Columbia, to meet CFIA requirements for cleaning and disinfection. It also includes; the cost of repair or replacement of equipment damaged as a direct result of that cleaning and disinfection and the destruction and disposal costs of production that could not be marketed because of infected zone restrictions put in place as a direct result of avian influenza;

“Minister” means the British Columbia Minister of Agriculture or his authorized representatives;

“Program” means the 2014 Canada-British Columbia Avian Influenza Assistance Initiative as set out in these Terms and Conditions; and

“Program Administrator” means the British Columbia Ministry of Agriculture.

3 Eligibility

3.1. An Eligible Participant who applies to the Program must:

3.1.1. Be an individual 18 years of age or older at the time of application, board, commission, partnership, corporation, cooperative, commune or First Nation; and

3.1.2. Be the individual or entity that owned Eligible Poultry as of December 1, 2014: or

3.1.3. Be the individual or entity that incurred Extraordinary Expenses; and

3.1.4 Not be a research station or government funded agency or institution.

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- 4.1** Eligible Participants are required to sign and submit a completed Application Form and supporting documentation. Documentation must include a copy of CFIA documentation on the breakdown and total compensation paid under the Health of Animals Act and if claiming Eligible Expenses copies of invoices and other supporting documents to the claim as prescribed by the Program Administrator.
- 4.2** It is the responsibility of the applicant to ensure that no other application to the Program has been made for the same Eligible Poultry or Extraordinary Expenses listed within their application
- 4.3** Completed Application Forms must be received by the British Columbia Ministry of Agriculture by June 19, 2015. The Application Forms and supporting documents may be delivered in person, faxed or mailed (if post marked by June 19, 2015) to:
- British Columbia Ministry of Agriculture
Business Risk Management Branch
200 - 1690 Powick Road
Kelowna, BC, V1X 7G5
Fax: 250-861-7490
- 4.4** In the case where supporting documents are received after June 19, 2015 and by July 31, 2015, payment may be made to Eligible Participants subject to approval by the Program Administrator. Application forms must be received by June 19, 2015 as stated above.
- 4.5** Program Administrator may, upon its discretion, reject any application that is inaccurate or incomplete.

5 Signatures

- 5.1** Eligible Participants must sign a declaration confirming that they have met the conditions of the Program.
- 5.2** In the case of corporations, partnerships, cooperatives, communes, boards, commissions and First Nations, Program documentation must be signed by a properly authorized person. If the person who signs is not properly authorized to do so, they will be held personally liable. Proof of authorization may be required by the Program Administrator.
- 5.3** Designates of the Eligible Participant are not permitted to sign the Program documentation unless they are a duly authorized Power of Attorney or an executor/executrix, proof of which is to be provided with the signed document.

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6 Payments

6.1 Subject to Section 3 and 11 of this Schedule, the Program will pay an Eligible Participant for certain costs incurred and related to Eligible Poultry based on the following:

6.1.1 Cleaning, Disinfection and Composting Costs

For cleaning and disinfection and composting costs incurred to meet the CFIA guidelines in order to have quarantine lifted. The payment is established in the following manner:

6.1.1.1 When Eligible Participants have commercial operations, payments will be established based on the following amounts:

- Turkeys \$2.39 per bird
- Broiler Breeder \$1.80 per bird
- Broiler Breeder producers that have Acceptable Receipts for costs incurred that exceed \$1.80 per bird may be eligible for payment of 90% of the value of receipts in excess of \$1.80 per bird, to a maximum of \$2.93 per bird.
- Table egg producers' payments will be based on 90% of acceptable receipts up to a maximum of \$5.00 per bird. Table egg producers' payments will be reduced by any amount received or eligible to receive from the Egg Farmers of Canada Risk Management Fund for cleaning and disinfection costs.

6.1.1.2 When producers have non-commercial operation payments will be based on 90% of Acceptable Receipts.

6.1.2 Repair and Replacement Costs

Up to 90% of the repair or replacement costs of equipment or production facilities damaged as a direct result of cleaning and disinfection activities that were required to meet CFIA guidelines in order to have a quarantine lifted. Replacement will only consider depreciated values. These costs must be itemized and for verification purposes receipts must be provided.

6.1.3 Bird Mortality Not Compensated by CFIA

Payment for bird mortality from avian influenza that occurred prior to CFIA issuance of a notice of destruction and for which CFIA did not pay compensation may be made. Values will be 90% of the value CFIA paid for birds of a similar age that were destroyed. Payments must be justified by CFIA records.

6.2 Extraordinary Expenses for Destruction and Disposal

Eligible Participants that incurred Extraordinary Expenses for the destruction or disposal of eggs, chicks or birds that could not be marketed because of infected zone restrictions put in place as a direct result of avian influenza. Payments will be 90% of acceptable receipts. The value of the lost production will not be compensated.

7 Termination or Amendment of Program

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The Program may be terminated or amended by the Federal and Provincial governments at any time, without prior notice.

8 Verification and Declarations

- 8.1** The Eligible Participant agrees to supply the Program Administrator with all documentation or information required to verify and administer the Program.
- 8.2** The Eligible Participant agrees that the Program Administrator will, if necessary, be provided full access to their farming operation to verify Program eligibility and to determine payments under the Program.
- 8.3** The Eligible Participant expressly authorizes the Program Administrator to obtain information from any government department, agency, marketing board or commission or third party for the purposes of verifying the basis of the Program payments or any other information provided by the Eligible Participant under the Program.
- 8.4** The Eligible Participant consents to the Program Administrator releasing any information provided or obtained to any government department, agency or third party for the purposes of auditing and evaluating the Program, verifying the application or determining the Eligible Participant's eligibility for the Program or other related programs.
- 8.5** The Eligible Participant agrees to fully disclose payments or in-kind contributions from any board, commission, industry organization, federal, provincial or municipal governments which has been or may be received in respect of the activities and objectives of the Program. This requirement excludes any payments received under the AgriStability program.
- 8.6** The Eligible Participant shall indemnify the Province of British Columbia and its appointed representatives against any loss, damage or award arising from any demand, claim or proceeding claiming for animals or personal injury (including death), accident or property damage occurring during the verification process.

9 Waiver of Liability

The Eligible Participant acknowledges that, Canada, the Province of British Columbia, Agriculture and Agri-Food Canada and British Columbia Ministry of Agriculture are not liable to the Eligible Participant, the Eligible Participant's heirs, administrators and assigns for personal injury, property damage, or any other damage, injury, claim or loss whatsoever arising out of this Program and the Eligible Participant's participation in it.

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If it is determined by the Program Administrator that a payment in contravention of these Terms and Conditions or the laws of the Province of British Columbia or Canada, has been received by the Eligible participant, such payment will be considered to be a debt owing by the Eligible Participant to British Columbia Ministry of Agriculture. The Eligible Participant agrees to refund such payment to British Columbia Ministry of Agriculture within thirty (30) days of notice being provided to them. The Eligible Participant's failure to refund such payment by the prescribed deadline may result in the debt being set off against money owed by British Columbia Ministry of Agriculture to the Eligible Participant. Interest charges compounded monthly based on current bank lending rates will be added to any debt not repaid by the prescribed deadline.

11 False or Misleading Information:

Program applicants and Eligible Participants who provide false or misleading information to the Program Administrator may forego all Program payments, and be liable to repay all Program payments they have received and may be subject to prosecution.

12 Debts to Governments or Third Parties:

Where by law or in the cases where legal proceeding have commenced in the collection of debts owed to the province of British Columbia Program payments will be deducted and applied to any debts owed by the Eligible Participant.

13 Conflict of Interest

- 13.1.** No member of the House of Commons or of Senate shall be allowed to derive any financial advantage or benefit under the Initiative that would not be permitted under the *Parliament of Canada Act*.
- 13.2.** Individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s 2, the *Parliament of Canada Act*, the Conflict of Interest Code for members of the House of Commons, the Conflict of Interest and Post-Employment Code for Public Office Holders, the Value and Ethics Code for the Public Service, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations cannot derive any direct benefit resulting from the Initiative unless the provision or receipt of such benefit is in compliance with such legislation and codes.
- 13.3.** No civil service employee shall be allowed to derive any financial advantage or benefit under the Initiative unless the provision or receipt of such advantage or benefit is in compliance with these Terms and Conditions and all applicable conflict of interest policies.
- 13.4.** No current or former member of the Legislative Assembly of British Columbia, current or former member of the Executive Council to whom *The Members Conflict of Interest Act* applies shall derive any advantage or benefit from the Initiative unless the provision or receipt of such advantage or benefit is in compliance with such legislation.

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14 Ministerial Discretion:

The British Columbia Minister has the absolute discretion to determine any payments under this Program notwithstanding the Program Terms and Conditions.

15 Representations and Warranties:

The Eligible Participant represents and warrants that the person signing is duly authorized to make this application, bind the Eligible Participant, and, in the case of a partnership, bind the partners to these Program Terms and Conditions on the basis of joint liability.

16 Registration of Lobbyists

A person lobbying, as defined in the federal Lobbying Act, on behalf of an applicant must be registered pursuant to the Act. A person lobbying, as defined by *The Lobbyists Registration Act* in British Columbia on behalf of an applicant must be registered in accordance with that Act.