

**Part 3A: Declaration & Attestation
for Individuals**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED “A” ONCE COMPLETED

3.0 DECLARATION & ATTESTATION FOR INDIVIDUALS

3.1 DECLARATION OF THE APPLICANT

Eligibility

- 1) I am applying as an individual for an Advance payment pursuant to the Advance Payments Program (APP).
- 2) I am of the age of majority in the province where the farming operation is located and a Canadian Citizen or a permanent resident.
- 3) I am the Producer of the Agricultural Product(s) for which this Application is made, the owner of the Agricultural Product(s), responsible for marketing it, and it will be sold in my name.
- 4) Neither I, nor any of Related Producers listed in Section 1.6.1 of this Application and Repayment Agreement are in default under any repayment Agreement pursuant to the Advance Payments for Crops Act (APCA), the Prairie Grain Advance Payments Act (PGAPA), the Spring Credit Advance Program (SCAP), the Enhanced Spring Credit Advance Program (ESCAP) or the Agricultural Marketing Programs Act (AMPA).
- 5) I am not ineligible under a Repayment Agreement made pursuant to the Agricultural Marketing Programs Act (AMPA), the Spring Credit Advance Program (SCAP) or the Enhanced Spring Credit Advance Program (ESCAP).
- 6) I declare that I have not recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*, am not subject to a receiving order under that Act, am not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*.

Other Advances

- 7) I have disclosed on Part 1 of the Application all previous advances I have outstanding from this or other administrators for this or any other Program Year, including defaults on these advances where applicable.
- 8) I am not related, as defined for the purposes of the program, to any other Producer participating in this program, with the exception of those listed in Part 1A of this Application and Repayment Agreement.
- 9) I have provided to SSFPA (Administrator) the necessary information and/or documentation to rebut the presumption of relatedness or to attribute the amounts advanced to Related Producers in accordance with Subsection 9(2) and 20(2) of the Act.
- 10) I **consent** / **do not consent** (add a check beside the appropriate) to the Administrator redistributing advances among me and my related producers in order to maximize the interest-free benefits. I understand that in consenting, this redistribution may result in a reduction of the interest-free portion of my advance, meaning that a portion may become interest-bearing and I will be therefore be responsible for paying the interest on it. I understand that the Administrator will notify me of any redistribution affecting my advance.

Security – Agricultural Product(s)

- 11) If I am requesting an Advance on a Storable Agricultural Product(s) in Post-production or Livestock, I have sufficient Agricultural Product(s) in storage to justify the amount advanced as outlined in Part 2 of this Application and Repayment Agreement.
- 12) I declare that in the case of Agricultural Product(s) that is: Storable, Non-Storable, or Livestock, it is of marketable quality and will remain so until disposed of in accordance with the Repayment Agreement.
- 13) I understand that Agricultural Product failure, spoilage, shrinkage, or the bankruptcy of the buyer does not relieve me from the obligation to repay the advance(s).
- 14) I will notify the administrator immediately of any material loss, destruction or damage to the Agricultural Product(s) used to secure the advance(s) under this Repayment Agreement.
- 15) I have listed on Part 1 of the Application all secured creditors that have or may have a security interest in the Agricultural Product(s) with respect to which this Application is made.
- 16) No other person than those listed in Part 1 of this Application and Repayment Agreement has an interest in the Agricultural Product(s) with respect to which this Application is made.
- 17) I have submitted the duly completed Priority Agreement(s) required for every secured creditor that holds a lien or encumbrance on the Agricultural Product(s) listed in Part 2 of this Application and Repayment Agreement.
- 18) I declare that I have multi-peril insurance on my farming operation which includes coverage for all Livestock and/or Storable Agricultural Product(s) that are kept/stored on the farming operation for the purposes of this Repayment Agreement, and/or that where Livestock and/or Storable Agricultural Product(s) are stored with commercial storage facilities, that I have confirmed that the these storage facilities have such multi-peril insurance.

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Security – BRM Program(s)

- 19) As indicated in section 1.2 of Part 1B of this Application, I have made an application for Production Insurance and/or am participating in an eligible Business Risk Management (BRM) program as outlined in Part 2 of this Application and Repayment Agreement and I have submitted a duly completed BRM Assignment Agreement(s) (Appendix 2A or 2B) as required for the specific class(es) of Agricultural Product(s).
- 20) I will notify the administrator immediately of any changes to the coverage provided by the Eligible BRM Program(s) used to secure the advance(s) under this Repayment Agreement.
- 21) I have listed on Part 1 of the Application all secured creditors that have an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- 22) I have submitted the duly completed Priority Agreement(s) required for every secured creditor that has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- 23) No other person has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.

Default

- 24) I acknowledge that, in the event of a default, I may be denied access to other federal agricultural support programming or, alternatively the Minister of Agriculture and Agri-Food reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
- 25) I acknowledge that, in cases where the applicant is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to the Administrator's rights against the applicant in default and against persons who may be personally liable under this Repayment Agreement.

Personal Information and Privacy

- 26) I have read the following privacy notice informing me of AAFC's use of my personal and business information.

The personal and/or business information collected through these forms, or otherwise collected for the purposes of my application and/or participation under Program, is collected under the authority of Section 10 of the Agricultural Marketing Programs Act.

By signing this Declaration form, I am indicating that I understand and consent to the following:

The APP is a federal program delivered by third-party Administrators, which will collect and use my personal and/or business information to administer the program on AAFC's behalf.

All non-federal government organizations are obligated to protect personal information in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction.

I authorize SSFPA (Administrator) to:

- (a) collect my personal and/or business information contained in, with, or pursuant to this Application and Repayment Agreement and other APP forms;
- (b) disclose my personal and/or business information, as well as associated records and documentation, to Agriculture and Agri-Food Canada for the purposes of administering the program, as well as for purposes that include but are not limited to those listed below; and
- (c) disclose my personal and/or business information, as well as associated records and documentation, to the lender, other APP Administrators, provincial governments and their agencies, for the purposes of verifying APP entitlements, assignments and realization of security.

I understand that for further information regarding the use of my personal and/or business information by the APP Administrator or to make a formal request for access to my personal information, I can contact the Administrator through which I am applying.

Personal and/or business information disclosed to AAFC will be used to administer the program in accordance with the Privacy Act and Access to Information Act. Personal and/or business information disclosed to AAFC may also be used for purposes that include but are not limited to:

- (a) assessment, auditing, statistical and other types of analysis and evaluation of the Program;
- (b) evaluating the scope, direction and effectiveness of the Program and other federal agricultural programming in Canada; and
- (c) contact me so as to conduct surveys relating to the delivery of this Program and other federal agricultural programming in Canada.

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I have the right to request access to and correction of my personal information. Should I have questions concerning my personal information and its accuracy, use, or privacy, I understand that I can contact:

Access to Information and Privacy Director
Agriculture and Agri-Food Canada,
Floor 10, 1341 Baseline Road, Tower 7
Ottawa ON K1A 0C5
email: AAFC.Privacy-vieprivée.AAC@agc.gc.ca

and reference AAFC’s Personal Information Bank: Agricultural Marketing Programs Act: Advance Payments Program, PPU 140 (2021).

Information on the Privacy Act and Access to Information Act is available at the following website: <https://laws-lois.justice.gc.ca/>. For further information about these Acts please contact the Access to Information and Privacy Director at AAFC.ATIP-AIPRP.ACC@agr.gc.ca.

General

- 27) I understand that the Advance Rate per unit used to calculate my Eligible Advance was obtained by subtracting the Administrator’s Percentage of 8% from 100%, and applying this factor to the maximum advance rate per production unit as determined by the Minister in accordance with 19 (2) of the AMPA.
- 28) I acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first apply it to reduce the portion on which the Minister pays the interest.
- 29) I agree that a credit check and an inspection of the Agricultural Product(s) may be performed prior to issuing an advance and at any time while I have advances outstanding under the program.
- 30) If I am a current or former public office holder, public servant or Member of the House of Commons, I am not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles and I am in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.
- 31) Pursuant to Section 23(4) of the AMPA, I agree that if I reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period of six (6) years from the day on which the Minister is subrogated as per Section 5 the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.
- 32) I understand that an appeal process is in place for cases where the Application is rejected. I understand that the appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application and that the appeal process concerns only program eligibility. I will not be able to appeal the advance amount(s) it is determined that I am eligible to receive under the program.

Application and Repayment Agreement

- 33) I declare that this Application is consistent with the purpose of the APP.
- 34) I certify that all of the information provided in this Application is true and correct in every respect.
- 35) I understand that failing to comply with application requirements may delay the processing of the Application or may render me ineligible for receiving an advance under the Program.
- 36) I understand that misrepresenting information and/or failing to disclose information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, may result in all benefits under the APP being forfeit (default), and/or an APP ineligibility period of five (5) years, or a period agreed to by the Administrator and the Minister, exclusion from this and/or other Agriculture and Agri-Food Canada programs, and/or prosecution.
- 37) I have read all the Terms and Conditions of the Repayment Agreement which are attached to and form part of this Application and agree to comply with such Terms and Conditions.

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3.2 PRODUCER ATTESTATION

✓ Sign and date the declaration below attesting that the information provided on the Application is complete and accurate.

Signature of Application and Repayment Agreement for Individual Producer:

- I declare that the above information is true and accurate based on my knowledge at the time of completion.
- I declare that I have completed and signed an Advance Payments Program Application and Repayment Agreement.
- I agree to comply with all of the terms and conditions included in this Advance Payments Program Application and Repayment Agreement.

Signature of Producer

Date (YYYY-MM-DD)

3.3 ADMINISTRATOR ATTESTATION

I declare having taken all necessary steps, in accordance with the *AMPA*, its Regulations, the Advance Guarantee Agreement and the APP administrations guidelines, to ensure, to the best of my abilities, that the current Application and Repayment Agreement by the Producer is accurate and complete before granting the abovementioned Advance.

Signature of Administrator

Date (YYYY-MM-DD)