



Advance Payments Program 2024
Advance on tap
Corporation/Cooperative/Partnership

To the Member – Producer applying for the Advance Payments Program - tap.

Please note that the advance rate per tap is \$2.2795. The maximum amount for an advance without interest is \$250,000. Interest is applicable for advances over \$250,000. Please refer to the terms and conditions of the repayment agreement.

An administration fee of 2.00% is applicable and payable to the Administrator, NBMSA (New Brunswick Maple Syrup Association) at time of disbursement of the advance to the producer.

Repayment of the Advance: The Producer must repay the full amount of the advance to the Administrator (NBMSA) as described in Part 2, under no. 3 of the Application & Repayment Agreement.

The following forms are required for **New** applicants:

- ✓ Forms (Part 1, 2, 3 and Appendix 1 & 2). A separate Appendix 1 must be completed and authorized by **all secured creditors** that have a lien on the agricultural product and/or program payment
- ✓ Proof of property insurance on all maple sugar buildings and equipment
- ✓ 3 recent letters of credit reference
- ✓ Most recent enrolment Notice and/or Reference margin form from the AgriStability Program (all information and signatures must be visible on the documents). Please note that clauses 2.4 to 2.8.2 is completed by the Administrator (NBMSA)
- ✓ Proof of citizenship (valid passport or driver's license)
- ✓ Copy of company registration certificate
- ✓ Most recent Annual Financial Report
- ✓ VOID cheque

The following forms are required for **Previous** applicants:

- ✓ Forms (Part 1, 2, 3 and Appendix 1 & 2). A separate Appendix 1 must be completed and authorized by **all secured creditors** that have a lien on the agricultural product and/or program payment.
- ✓ Proof of property insurance on all maple sugar buildings and equipment
- ✓ 3 recent letters of credit reference
- ✓ Most recent enrolment Notice and/or Reference margin form from the AgriStability Program (all information and signatures must be visible on the documents). Please note that clauses 2.4 to 2.8.2 is completed by the Administrator (NBMSA)
- ✓ Most recent Annual Financial Report

❖ **Very important / Mandatory**

Product Inventory and Sales Report must be provided 4 times a year to the Administrator (NBMSA). When the advance is paid in full, the Inventory reports will no longer be required.



Agriculture et Agroalimentaire Canada

Agriculture and Agri-Food Canada

Programme de paiements anticipés

Advance Payments Program

Partie 1B – Renseignements sur la Personne morale / Coopérative / Société de personnes

PROGRAMME DE PAIEMENTS ANTICIPÉS (PPA) DEMANDE ET ACCORD DE REMBOURSEMENT

PROTÉGÉ « A » LORSQUE REMPLI

1.0 DEMANDE – RENSEIGNEMENTS SUR LA PERSONNE MORALE / COOPÉRATIVE / SOCIÉTÉ DE PERSONNES

1.1 DOCUMENTS

✓ Les Agents d'exécution doivent demander les renseignements suivants pour tous les demandeurs au PPA.

- Certificat de constitution en société / Preuve de partenariat
□ Identité du signataire autorisé vérifiée. (Une pièce d'identité avec photo est requise, tel que permis de conduire. Les cartes d'assurance-maladie ne sont pas acceptées.)
Type d'identification fourni :

1.1.1 Questions sur l'auto-identification

Les réponses aux questions posées dans cette sous-section seront communiquées à Agriculture et Agroalimentaire Canada et pourraient être utilisées à des fins de rapport et d'orientation de futurs programmes, politiques et activités de communication du gouvernement. L'auto-identification est volontaire. Si vous ne souhaitez pas fournir ces renseignements, vous pouvez cocher « Je refuse de m'identifier » ou « Je préfère ne pas répondre ».

A. Le groupe de propriété de votre entreprise agricole compte-t-il un nombre important (30 % ou plus) de représentants d'un ou plusieurs des groupes suivants (cochez toutes les réponses qui s'appliquent)?

- Autochtones
Précisez : □ Premières Nations □ Nation métisse □ Inuits □ Inconnu
□ Femmes
□ Parité entre les sexes (50 % ou plus de femmes et/ou de personnes non binaires)
□ 2SLGBTQI+
□ Minorités visibles
□ Personnes handicapées
□ Jeunes (moins de 35 ans)
□ Une communauté de langue officielle en situation minoritaire (francophones hors Québec ou anglophones du Québec)
Précisez : □ Anglais □ Français
□ Ne s'applique pas
□ Je refuse de m'identifier

B. Si votre groupe de propriété compte un nombre important de représentants d'un groupe de langue officielle en situation minoritaire, votre entreprise agricole a-t-elle pu obtenir de l'information et des services liés au PPA dans la langue de ce groupe?

- Ne s'applique pas (l'évaluation de l'AQ n'a pas vérifié les langues officielles en situation minoritaire)
□ Non
□ Oui
□ Je préfère ne pas répondre

C. Le groupe de propriété de votre entreprise agricole possède combien d'années d'expérience dans l'exploitation d'une ferme?

- 0 à 6 ans
□ 7 à 19 ans
□ 20 ans ou plus
□ Je préfère ne pas répondre

1.2 RENSEIGNEMENTS DE BASE

- ✓ Inscrire la dénomination sociale de la personne morale, la coopérative ou la société de personnes présentant la demande d'avance et indiquer le type d'entreprise dont il s'agit.
✓ Dresser la liste de tous les actionnaires, membres ou associés de la personne morale, coopérative ou société de personnes. Joindre, au besoin, une feuille supplémentaire.
✓ Si la structure de propriété a changé par rapport à la demande précédente, veuillez joindre le nouveau document d'incorporation, de coopérative ou de partenariat qui reflète la structure de propriété à jour.
✓ Veuillez indiquer le numéro d'entreprise de l'ARC (si disponible)
✓ Tous les actionnaires / partenaires doivent fournir leur adresse complète (c'est-à-dire la rue, le numéro municipal, le code postal, la case postale).

Table with 3 columns: Dénomination sociale de l'entreprise, N° PPA, Numéro d'entreprise de l'ARC

Indiquer le type d'entreprise : □ Personne morale □ Coopérative □ Société de personnes

Les renseignements personnels et/ou commerciaux soumis sur ce formulaire sont recueillis en vertu de l'article 10 de la Loi sur les programmes de commercialisation agricole. Tout renseignement personnel recueilli par l'Agent d'exécution sera utilisé pour administrer le programme conformément à la Loi sur la protection des renseignements personnels et les documents électroniques (LPRPDE) ou à la législation applicable dans sa juridiction.



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N° PPA	Prénom	Nom de famille	Adresse	Numéro de téléphone	Date de naissance (aaaa/mm/jj)	% de participatio n dans l'entreprise
						%
						%
						%
						%

Adresse légale de la personne morale, coopérative ou société de personnes :

Adresse		Ville / Municipalité	Province	Code postal
Tél. d'affaires	Télécopieur	Courriel		

Adresse postale de la personne morale, coopérative ou société de personnes (si différente de celle ci-dessus)

Adresse		Municipalité / Ville	Province	Code postal
Tél. d'affaires	Télécopieur	Courriel		

Agent autorisé (personne autorisée à signer au nom de la société, du partenariat ou de la coopérative) :

Nom	Titre	Tél. d'affaires
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1.3 DÉCLARATION DE FAILLITE

- Est-ce que la personne morale, coopérative ou société de personnes a déclaré faillite au cours des 7 dernières années (cochez la case si "oui")
- Avez-vous, vous-même ou l'un des actionnaires de la personne morale, coopérative ou société de personnes, déclaré faillite au cours des 7 dernières années? (cochez la case si "oui")
- Est-ce que vous ou l'un des actionnaires de la société / coopérative / société de personnes cherchez à obtenir une protection financière contre les créanciers ? (cochez la case si "oui")

Nom de l'actionnaire / membre / partenaire qui a déclaré faillite	Nom de l'actionnaire / membre / partenaire qui a déclaré faillite

1.4 DÉCLARATION D'AVANCE(S) DU PPA REÇUE D'AUTRES ORGANISATIONS DE PRODUCTEURS

- Est-ce que la personne morale, coopérative ou société de personnes ou actionnaires de celle-ci ont une avance impayée avec un autre Agent d'exécution du PPA? (cochez la case si "oui")
- Est-ce que la personne morale / coopérative / société de personnes ou actionnaires de celle-ci sont en défaut avec un agent d'exécution du PPA? (cochez la case si "oui")
- Est-ce que la personne morale, coopérative ou société de personnes ou actionnaires de celle-ci présenter une demande d'avance auprès d'un autre agent d'exécution du PPA cette année de programme? (cochez la case si « oui »)

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Nom de l'actionnaire / membre / partenaire	Nom de l'Agent d'exécution	Produit agricole	Année de programme	Montant de l'avance reçue
				\$
				\$
				\$
				\$
				\$

1.5 RENSEIGNEMENTS DE L'INSTITUTION FINANCIÈRE

Nom de l'institution financière		Nom du contact		
Adresse		Ville / Municipalité	Province	Code postal
Tél. d'affaires	Télécopieur	Courriel		

1.6 DÉCLARATION DE PRODUCTEURS LIÉS

- ✓ Les producteurs sont liés s'ils ont un lien de dépendance.
- ✓ Sont, sauf preuve contraire, réputés avoir un lien de dépendance les producteurs se trouvant dans les situations suivantes:
 - ✓ Un des producteurs est l'époux ou le conjoint de fait de l'autre producteur;
 - ✓ Un des producteurs détient au moins 25% des actions à droit de vote de l'autre producteur;
 - ✓ Un des producteurs détient au moins 25% des actions à droit de vote d'une compagnie qui détient directement ou à travers une autre compagnie au moins 25% des actions à droit de vote de l'autre producteur (compagnie);
 - ✓ Un des producteurs à droit à 25% ou plus des profits ou revenus de l'autre producteur (société de personnes, coopérative)
 - ✓ Un producteur partage avec l'autre—sans être son associé—des services de gestion, des services administratifs, du matériel ou des installations ou des frais généraux relatifs à la gestion de son exploitation
 - ✓ Toute autre situation définie dans la LCPA ou son Règlement
- ✓ Le lien de dépendance a une incidence sur l'admissibilité du demandeur à une avance, de même que sur le montant de toute avance qui lui est attribuée.
- ✓ Si vous répondez « oui » à la question 3 ci-dessous, vous pourriez ne pas être admissible à recevoir une avance du PPA, sauf si vous êtes en mesure de réfuter la présomption de lien de dépendance.
- ✓ Vous pouvez choisir de réfuter la présomption de votre Agent d'exécution que votre entreprise agricole est liée à un autre producteur. Dans de tels cas, vous devrez fournir à l'agent d'exécution la preuve que la relation est indépendante, ce qui comprendra la fourniture à l'agent de la documentation à l'appui de votre déclaration.

1. Selon les définitions ci-dessus, est-ce que votre personne morale, coopérative ou société de personnes est liée à un autre producteur? Si non, passez à la section 1.7.	OUI	NON
2. Un producteur lié a) a-t-il fait une demande d'avance au titre du PPA au cours de la présente année de programme ou b) a-t-il participé au PPA au cours d'une année de programme antérieure ?	OUI	NON
3. Est-ce qu'un producteur lié est inadmissible à la suite d'un défaut dans le cadre du PPA, du Programme d'avances printanières ou du Programme d'avances printanières bonifié?	OUI	NON

1.6.1 DÉCLARATION INDIVIDUELLE DES PRODUCTEURS LIÉS

Si vous avez répondu « OUI » à l'une des questions de la section 1.6, vous devez remplir les sections 1.6.1.

- ✓ Dressez la liste de tous les producteurs individuels liés auxquels une avance a été attribuée pour cette année de programme ou des périodes précédentes, y compris les avances émises par d'autres agents d'exécution du PPA.
- ✓ Joignez une autre feuille au besoin.

Nom du producteur individuel lié auquel une avance a été attribuée	N° PPA	Nom du producteur individuel lié auquel une avance a été attribuée	N° PPA

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1.7 DÉCLARATION DES CRÉANCIERS GARANTIS

- ✓ Énumérez tous les créanciers garantis qui ont une sûreté incluant le(s) produit(s) agricole(s) et/ou les paiements du programme de GRE, que cette sûreté ait été donnée en vertu de la Loi sur les banques ou en vertu d'une loi sur les sûretés mobilières en vigueur dans la province, ou par l'effet de toute autre loi.
- ✓ Les exemples peuvent inclure, mais ne sont pas limités à :
 - un privilège pris par un fournisseur d'intrants sur le produit agricole devant être utilisé pour l'avance du PPA ;
 - un privilège pris par votre institution financière ; ou
 - un accord général de sûreté.
- ✓ Joignez une feuille séparée si nécessaire.
- ✓ Un accord de priorité signé est nécessaire pour chaque créancier garanti indiqué ci-dessous.

Nom du créancier garanti	Adresse et/ou numéro de téléphone	La sûreté est sur quel produit	Valeur (s'il y a lieu)

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PART 2C: ADVANCE INFO & TERMS AND CONDITIONS - IN-PRODUCTION PRODUCTS

**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

2.0 APPLICATION: ADVANCE INFO & TERMS AND CONDITIONS - IN-PRODUCTION PRODUCTS (FIRST INSTALLMENT)

Producer Name:	APP ID:
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INSTRUCTIONS

✓ **Use this application for Advances on Agricultural Products that are In Production other than Livestock using Agrilnsurance, AgriStability, Assurance stabilisation des revenus agricoles (ASRA), and/or Global Ag Risk Solutions as security.**

Advances in Installments

- ✓ If the advance is required to be given in two or more installments, use this application for the first installment.
- ✓ The Producer must submit their Seeded Acreage Report(s) (or any document providing the information on anticipated final production) accompanied by a completed **2nd instalment form** (Section 2.10 to 2.17 of the Application) to the Administrator prior to **2024-05-31** so as to not be considered in default.
- ✓ If the Production Insurance (PI) Agency does not provide a Seeded Acreage Report(s) for the Agricultural Product(s) on which the Producer is requesting an Advance and if the Administrator has the provision in the Advance Guarantee Agreement to issue the Advance in **one instalment**, Sections 2.1 through 2.8 of the Application, as appropriate based on the type of security, can be completed for the entire Advance.
- ✓ For Storable Agricultural Products, once the Agricultural Product(s) is in storage, the Producer must complete the **Post-Production Report form** below (Sections 2.18 and 2.19) and return it to the Administrator by **2024-05-31**.

Security

- ✓ If, to secure the Advance, the Producer chooses to use:
 - only Production Insurance (PI), only Sections 2.1, 2.2, 2.3 and 2.8 of this Application need to be completed; or
 - only AgriStability, only Sections 2.1, 2.2, 2.4 and 2.8 of this Application need to be completed; or
 - only l'Assurance stabilisation des revenus agricoles (ASRA), only Sections 2.1, 2.2, 2.5 and 2.8 of this Application need to be completed; or
 - only Global Ag Risk Solutions, only Sections 2.1, 2.2, 2.7 and 2.8 of this Application need to be completed.
- ✓ If the Producer chooses to use more than one program to secure an Advance, Sections 2.1 and 2.2 and the Sections that pertain to the relevant programs (2.3 to 2.5, 2.7), as well as Sections 2.6 and 2.8 of the Application need to be completed.
- ✓ The Producer must first use their PI (multi-peril coverage is required under APP) coverage to guarantee an Advance before using their AgriStability coverage or coverage from another program.
- ✓ Concerning PI, under Section 2.3, the Producer must indicate the insured value for each Agricultural Product or for the basket of products insured. This value compared with the calculation of the Advance based on the anticipated production, will determine the Maximum Eligible Advance amount.

General

- ✓ Use the Advance Rate(s) provided by the Administrator.
- ✓ The Producer must not have more than \$1 million outstanding in Advances, including as a result of the overlap between Program Years.
- ✓ The interest-free Advances are limited to the first \$250,000 issued per Program Year.
- ✓ Advance amounts issued above the first \$250,000 issued in a Program Year shall be interest-bearing.

2.1 AGRICULTURAL PRODUCT INFORMATION	2.2 ELIGIBLE ADVANCE BASED ON ANTICIPATED PRODUCTION	2.3 ELIGIBLE ADVANCE BASED ON PRODUCTION INSURANCE
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Agricultural Product	Advance Rate per Unit (a)	Anticipated Production		Advance based on the Anticipated Production per Product (a x b) (A)	PI Contract No.	(C) Maximum Eligible Advance per Product (lesser of A or B)
		Quantity (b)	Unit of Measure		Insured Value	
PI Coverage per Product (single coverage including only one product)						
	\$2.2795			\$	\$	\$
	\$			\$	\$	\$
	\$			\$	\$	\$
	\$			\$	\$	\$
				A1	\$	
					C1	Total of (C) for all

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agriculture Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the Privacy Act and Access to Information Act. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivée.AAC@CANADA.CA and reference AAFC's personal information bank Agriculture Marketing Programs Act: Advance Payments Program, PPU 140. (2024).



**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**ADVANCE PAYMENTS PROGRAM (APP)
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Sub-total			B1	\$			Products	
							\$	
PI Coverage per Basket of Crops (single coverage including more than one product)								
\$				\$			Maximum Eligible Advance for all of those Products (lesser of A2 or B2)	
\$				\$				
\$				\$				
Sub-total		A2	\$		B2	\$	C2	\$
Total	A	(A1 + A2)		B	(B1 + B2)			
	\$				\$			
Maximum Eligible Advance through PI (total of C1 + C2)							D	\$

2.4 CALCULATION OF MAXIMUM AGRISTABILITY

Instructions	AgriStability ID:
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- ✓ If the AgriStability Administrator has provided the Producer's:
- Final Reference Margin with Allowable Expenses go to Section 2.4.1, then to Section 2.4.3 of the Application; or
 - Only the Enrolment Notice go to Section 2.4.2 to calculate the Reference Margin and Allowable Expenses, then to Section 2.4.3 of the Application.
 - For Olympic Average calculations, remove the highest and lowest Program Year Margins prior to averaging the Program Year Margins for the remaining three years. Remove the Allowable Expenses for the corresponding highest and lowest Program Year Margin years and average the Allowable Expenses for the remaining three years.
 - If the Producer does not have five years of Program Year Margins and Allowable Expenses, calculate the averages based on the information for the years provided.
 - Where the Producer ends up with a negative AgriStability Reference Margin, go to Section 2.4.4.
 - If the Producer has received any interim payments for the AgriStability Program Year or anticipated ASRA payments, they must be deducted from the coverage available under the program in Section 2.4.5.

2.4.1 Producer's Reference Margin — if Provided by the AgriStability Administrator

AgriStability Reference Margin (if not known enter \$0.00)	E	\$
AgriStability Allowable Expenses	F	\$

2.4.2 Calculations when estimating AgriStability Coverage from the Producer's Enrolment Notice

AgriStability Reference Margin and Allowable Expenses Calculation	Calculate using the Olympic Average (exclude the High and Low PYM and corresponding AE years)			Average (\$)	
Program Year Margin (PYM)	\$	\$	\$	E	\$
Allowable Expenses (AE)	\$	\$	\$	F	\$

2.4.3 Use this calculation if the Reference Margin (E) is Positive (greater than 0)

Estimate AgriStability Positive Margin Coverage	E x 49%	G	\$
Estimate AgriStability Negative Margin Coverage	F x 70%	H	\$
Estimated Total AgriStability Coverage	G + H	I	\$
AgriStability Coverage Limit	(greater of E or I)	J	\$

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PART 2C: ADVANCE INFO & TERMS AND CONDITIONS - IN-PRODUCTION PRODUCTS

**ADVANCE PAYMENTS PROGRAM (APP)
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PROTECTED "A" ONCE COMPLETED

2.4.4 Use this calculation if the Reference Margin (E) is Negative (less than 0)

Calculated AgriStability Negative Margin Coverage	E + F	K	\$
AgriStability Coverage Limit Used to Calculate the APP Advance	K x 70%	J	\$

2.4.5 Reference Margin Adjustments

AgriStability Interim Payments Received To-Date (if none enter \$0.00)	L	\$
Anticipated ASRA Payments During the Program Year (Quebec Only) (if none enter \$0.00)	M	\$
Maximum AgriStability Security Available to Secure an APP Advance J – L – M	N	\$
Maximum Eligible APP Advance (lesser of A or N)	P	\$

2.5 ELIGIBLE ADVANCE BASED ON L'ASSURANCE STABILISATION DES REVENUS AGRICOLES (ASRA) – QUÉBEC ONLY

ASRA PIN										
If the Producer participates in ASRA and AgriStability	Stabilized Income	X	100%	X	Quantity	Units of Measure	-	ASRA Payments Received To-Date	=	Maximum ASRA Security Available
	\$							\$	Q	\$
If the Producer participates in ASRA ONLY	Stabilized Income	X	60%	X	Quantity	Units of Measure	-	ASRA Payments Received To-Date	=	Maximum ASRA Security Available
	\$							\$	R	\$
Maximum Security available through ASRA (P or Q depending on participation of the producer in AgriStability)									S	\$
Maximum Eligible Advance (lesser of A or S)									T	\$

2.6 ELIGIBLE ADVANCE BASED ON USING 2 PROGRAMS TO GUARANTEE AN ADVANCE

Maximum security available through PI and AgriStability (B+P)	U	\$
Maximum security available through PI and ASRA – Québec only (B+T)	V	\$
Maximum security available through AgriStability and ASRA – Québec only (P+T)	W	\$
Maximum Eligible Advance is the lesser of A or of (U, V, or W)	X	\$

2.7 ELIGIBLE ADVANCE BASED ON GLOBAL AG RISK SOLUTIONS (GARS) COST PRODUCTION INSURANCE

GARS Contract No.	Policy Effective Date	Policy Expiry Date
Enter Value of GARS Insurance Contract		Y
Maximum Eligible Advance Issued (lesser of A or Y)		Z

2.8 MAXIMUM ELIGIBLE ADVANCE

- ✓ The Advance can only be issued in one installment (i.e. 100%) if the seeded acreage can be confirmed prior to requesting the Advance.
- ✓ If the Advance is issued in two installments, the 1st Advance instalment cannot exceed 60% of the Maximum Eligible Advance.

Enter Maximum Eligible Advance (Enter Maximum Eligible Advance from Section 2.3, 2.4.5, 2.5, 2.6 or 2.7)		\$
Proportion of Advance attributed to 1 st Installment (to be filled in by the Administrator)		%
1 st INSTALLMENT OF PRODUCTION ADVANCE	=	\$

2.8.1 ADVANCE REQUESTED BY PRODUCER

2.8.2 ADVANCE ISSUED BY ADMINISTRATOR

\$	\$
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The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@CANADA.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU 140*. (2024).



Agriculture and
Agri-Food Canada

Agriculture et
Agroalimentaire Canada

Advance Payments
Program

Programme de
paiements anticipés

PART 2C: ADVANCE INFO & TERMS AND CONDITIONS - IN-PRODUCTION PRODUCTS

ADVANCE PAYMENTS PROGRAM (APP) APPLICATION & REPAYMENT AGREEMENT

PROTECTED "A" ONCE COMPLETED

2.9 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

In consideration of the Administrator granting an Advance pursuant to the provisions of the Advance Payments Program, the parties hereunto agree as follows:

1. Important Terms

- 1.1. "AAFC" means Agriculture and Agri-Food Canada.
- 1.2. "Administrator" means **New Brunswick Maple Syrup Association Inc.**
- 1.3. "Advance" means, for the purpose of this Application and Repayment Agreement, an Eligible Advance based on expected or actual production, as applicable, of an eligible Agricultural Product which is In Production per Subsections 1.14 of these Terms and Conditions or which is Storable per Subsection 1.24 of Terms and Conditions.
- 1.4. "Advance Rate on Non-storable Agricultural Product" means the rate of issuance applicable to Advances on Non-storable Agricultural Products issued prior to **2024-06-30**.
- 1.5. "Advance Rate on Storable Agricultural Product" means the rate of issuance applicable to Advance on Storable Agricultural Products issued prior to **2024-06-30**.
- 1.6. "AMPA" means *Agricultural Marketing Programs Act*.
- 1.7. "APP" means the Advance Payments Program.
- 1.8. "Application" means Section 1 and Subsections 2.0 to 2.8 of this Application and Repayment Agreement and, where applicable, Subsections 2.10 to 2.17 of this Application and Repayment Agreement and Subsections 2.18 to 2.19 of this Application and Repayment Agreement.
- 1.9. "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the Eligible BRM Program used as security in case of default, attesting to the amount of Security available under the Eligible BRM Program and wherein the Producer demonstrates their participation in the Eligible BRM program.
- 1.10. "Eligible Advance" means the Advance the Producer is entitled to as stated in either Section 2.8, 2.17 or 2.19 of the Application, as applicable.
- 1.11. "Eligible BRM Program" means an eligible Business Risk Management program, as listed in the AMPA schedule or otherwise made eligible by regulation for which the Producer declares being a participant and that is used by the Producer as security on an Advance on an Agricultural Product.
- 1.12. "ESCAP" means the Enhanced Spring Credit Advance Program.
- 1.13. "Her Majesty" means Her Majesty the Queen in Right of Canada.
- 1.14. "In-Production" means the Agricultural Product listed in either Section 2.1 or 2.10 of the Application, as applicable, which is not yet produced.
- 1.15. "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.16. "Non-storable Agricultural Product" means the Agricultural Product classified as Non-Storable under the program, and as listed in either Section 2.1 or 2.10 of the Application, as applicable.
- 1.17. "Post-Production" means the Agricultural Product listed in Section 2.19 of the Application, which has been produced and is in storage.
- 1.18. "Producer" means the individual or Corporation/Cooperative/Partnership identified in Part 1 of this Repayment Agreement.
- 1.19. "Production Period" means the period used for the purpose of the issuing and repayment of Advances for and Agricultural Product under this Repayment Agreement, which commences on **2024-01-01** (YYYY-MM-DD) and terminates on **2024-12-31** (YYYY-MM-DD).
- 1.20. "Program Year" means the period used to manage program limits as per Subsections 9(1) and 20(1) of the AMPA and, for the purpose of this Repayment Agreement, this period is 2021, which commences on **2024-01-01** (YYYY-MM-DD) and terminates on **2024-12-31** (YYYY-MM-DD).
- 1.21. "Repayment Agreement" means the completed Application and these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.22. "SCAP" means the Spring Credit Advance Program.
- 1.23. "Seeded Acreage Report" means a report from an Eligible BRM Program agency wherein the Producer identifies the amount of the Agricultural Product currently in production in order to calculate final entitlements for an Advance.
- 1.24. "Storable Agricultural Product" means the Agricultural Product classified as Storable under the program, and as listed in Sections 2.1, 2.10 or 2.19 of the Application, as applicable.
- 1.25. "Terms and Conditions" means the content of Section 2.9 of this Application and Repayment Agreement.

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@CANADA.CA and reference AAFC's personal information bank *Agriculture Marketing Programs Act: Advance Payments Program, PPU 140*. (2024).



**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**ADVANCE PAYMENTS PROGRAM (APP)
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2.9 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

2. Issuance of the Advance

- 2.1. In cases where the Producer cannot identify, upon the execution of this Repayment Agreement by the Administrator, the amount of the Agricultural Product(s) currently in production, the Administrator shall make an installment of a percentage (no more than 60 percent) of the estimated Maximum Eligible Advance on the Agricultural Product(s) as specified in Section 2.8 of the Application and using the Advance Rate(s) on the Agricultural Product(s), upon the execution of this Repayment Agreement by the Administrator.
- 2.2. In cases where the Producer can identify, upon the execution of this Repayment Agreement by the Administrator, the amount of the Agricultural Product(s) currently in production, then the Administrator shall make an Advance of up to the entire (100 percent) estimated Maximum Eligible Advance on the Agricultural Product(s) as stated in Section 2.8 of the Application and using the Advance Rate(s) on the Agricultural Product(s), upon the execution of this Repayment Agreement by the Administrator.
- 2.3. In all instances, the Producer must provide a BRM Program Coverage Report demonstrating participation in the Eligible BRM Program(s) listed in Sections 2.3 to 2.7 of the Application, as applicable, and have sufficient security available related to the Agricultural Product(s) to justify the Advance in accordance with the amount stated in section 2.8 of the Application.
- 2.4. Based on the information contained in the document required under Subsection 2.4 of these Terms and Conditions, the Administrator shall recalculate the Maximum Eligible Advance in accordance with Sections 2.10 to 2.17 of the Application, and may issue a second installment to the Producer equal to no more than the recalculated Maximum Eligible Advance less the installment referred to in Subsection 2.1 of these Terms and Conditions, and less any other Advance issued to the Producer for the same Agricultural Product(s) from any other Administrator. In cases where the Producer did not receive an Advance as stipulated under Section 2.1 of these Terms and Conditions and is compliant with Section 2.2 of these Terms and Conditions, the Administrator may issue to the Producer an Advance of up to the recalculated Maximum Eligible Advance less any other Advance issued to the Producer for the same Agricultural Product(s) from any other Administrator.
- 2.5. Should the documents required under Section 2.4 of these Terms and Conditions demonstrate that the acreage seeded or planted is not sufficient to justify the outstanding Advance issued to the Producer under Section 2.1 or, through no fault of the Producer, the coverage amount under the Eligible BRM Program or the value of the Agricultural Product(s) once produced, are not sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they are in overpayment and have **thirty (30) calendar days** to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by more than the greater of ten thousand dollars (\$10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
- 2.6. Where an Advance is issued on a Storable Agricultural Product(s) that is In Production at the time of the Advance, as stipulated under Sections 2.1 and/or 2.5 of these Terms and Conditions, and is outstanding under the APP, the Producer shall submit a Post-Production Report on or before **2023-05-31** (YYYY-MM-DD) confirming the actual production held in storage by the Producer, or otherwise be declared in default.
- 2.7. Should the Post-Production Report stipulated in Section 2.7 demonstrate that the Agricultural Product(s) in storage is not sufficient, through no fault of the Producer, to justify the Advance issued to the Producer when the Product was in Production, the Administrator shall notify the Producer that they are in overpayment and have **thirty (30) calendar days** to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by the greater of ten thousand dollars (\$10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
- 2.8. Where applicable, the Administrator shall issue an Advance on a Storable Agricultural Product(s) in Post-Production calculated in accordance with Section 2.19 of the Application and using the Advance Rate(s) specific to that Storable Agricultural Product(s) - Post-Production. The Producer must have sufficient Agricultural Product in storage to cover the value of the Advance.
- 2.9. Any Advance on an eligible Non-storable or Storable Agricultural Product, or any instalment of such an Advance, shall be issued in accordance with the dates specified in Subsection 1.4 or 1.5 of these Terms and Conditions, as applicable.
- 2.10. In applying for an Advance, the Administrator will charge the Producer **an application fee of 2.00% up to a maximum of \$2,000.**
- 2.11. The Administrator may, with the consent of the producers, redistribute advances among related producers in order to maximize the interest-free benefits. Consent shall be provided through the signing of Part 3 (Declaration) of this Application and Repayment Agreement. Redistribution of advances in this way is not retroactive, but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected producers of the resulting changes to their advances.

3. Repayment of the Advance

- 3.1. The Producer shall fully repay the amount of the Advance as specified in Section 2.8 of the Application, including accumulated interest



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2.9 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

and any fees or costs charged to the Producer, to the Administrator by the end of the Production Period in accordance with the following:

- 3.1.a. where an Agricultural Product(s), in respect of which the Advance is made, is sold to a buyer named by the Administrator, by authorizing each buyer to withhold from such proceeds an amount in respect of each sold unit of Agricultural Product(s) and at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.1 of the Application), and to remit to the Administrator such amounts withheld until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid; or
- 3.1.b. where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **thirty (30) calendar days** of receipt of payment, an amount at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.1 of the Application) until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. Each repayment should be supported by proof of sale;
- 3.1.c. where the Producer has assigned or otherwise agreed to transfer, payments from an Eligible BRM Program listed in Sections 2.3 to 2.7 of the Application, as applicable, the Producer agrees that that these payments will be applied by the Administrator, within **five (5) calendar days** of receipt, until the amount of the outstanding Advance and the interest payable by the Producer is repaid. The Administrator will reimburse any amount received from the Eligible BRM Program in excess of the outstanding Advance to the Producer within **seven (7) calendar days** of receipt.
- 3.2. Where Agricultural Product(s) in respect of which an Advance was made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than the end of the applicable Production Period. A repayment schedule may be used on lieu of the requirement for the Producer to provide proof of sale, especially where the Agricultural Product(s) is Non-Storable.
- 3.3. In addition to the mandatory payments under Paragraphs 3.1.a, or 3.1.b, above, the Producer may choose to reimburse the Advance:
 - 3.3.a. by making a repayment(s) without proof of sale prior to or on the last day of the Production Period of up to the greater of \$10,000 or ten percent (10%) of the total amount of the Advance issued. If the Producer chooses to repay an amount in excess of such amounts without proof of sale for the Agricultural Product(s), the Producer will be charged an interest penalty at the rate outlined in Paragraph 6.1.c of these Terms and Conditions, on the excess amount from the day the Advance was issued to the day the repayment was made. The Producer shall have **thirty (30) calendar days** to pay the interest penalty or be declared in default;
 - 3.3.b. by paying directly to the Administrator any amount received by the Producer under an Eligible BRM Program; or
 - 3.3.c. by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale;
 - 3.3.d. notwithstanding Paragraph 3.2. of these Terms and Conditions, by making a repayment without providing proof of sale if the Administrator is satisfied that the Agricultural Product(s), in respect of which the Advance was made, has not been disposed of by the Producer at the time of the repayment:
or
 - 3.3.e. notwithstanding Paragraph 3.2. of these Terms and Conditions, by making a repayment without providing proof of sale for Advance(s) taken on the Agricultural Product(s) listed in the attached schedule from the beginning of the Production Period until **2024-08-31** (YYYY-MM-DD) or until the end of the Production Period, whichever is earlier, provided that the Producer is able to confirm the units in production to the satisfaction of the Administrator.
- 3.4. In the event that the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product(s), or part of the Agricultural Product(s) to a buyer(s) in the manner described in Paragraph 3.1.a of these Terms and Conditions, the Producer shall:
 - 3.4.a. indicate in writing to the Administrator to which buyer(s), named by the Administrator, the Agricultural Product(s) will be sold, prior to selling the said product(s) to such buyer(s);
 - 3.4.b. notify the Administrator immediately upon receiving any information to the effect that said buyer(s) is not promptly remitting to the Administrator the amount so withheld; and
 - 3.4.c. remain liable to the Administrator for repayment of any part of the Advance where said buyer(s) has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.
- 3.5. The Producer agrees that the full amount of repayments received by the Administrator will be applied first to the portion of the Advance on which the Minister pays the interest (interest-free) until it is repaid, before being applied to any other amount owing under this Repayment Agreement.
- 3.6. If a Producer that is an individual (sole proprietor) dies or is declared legally incapable of making decisions, no interest penalty will be applied for failing to provide proof of sale or documentation of disposal.



**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
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2.9 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

4. Security Interests

4.1 The Producer hereby grants a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure repayment of the debt owing to the Administrator arising from this Repayment Agreement. The Producer declares that the Administrator's security interest in the Agricultural Product(s) shall rank prior to the interest of any other secured creditor. The Producer confirms that signed priority agreements have been obtained from all secured creditors who have or may be entitled to a security interest in the Agricultural Product ranking ahead of the Administrator, including those listed in Section 1.7 of the Application or otherwise identified through lien search. The Producer agrees that upon default, the Administrator has the right to seize the Producer's Agricultural Product(s), and any Agricultural Product(s) produced in a subsequent Production Period, wherever situated, sell the Agricultural Product(s) as it sees fit, and apply the sales proceeds to reduce the Producer's debt owing to the Administrator arising from this Repayment Agreement, including interest and any legal default management costs, until fully repaid.

4.2 To further secure the Advance, the Producer hereby irrevocably assigns:

4.2.1 for all Eligible BRM Programs listed in Section 2.3 to 2.7 of the Application, as applicable, with the exception of AgriStability and ASRA, their current year payments under the Eligible BRM Program(s) to the Administrator to secure repayment of the debt owing by the Producer to the Administrator arising from this Repayment Agreement; or

4.2.2 where the Eligible BRM Program(s) listed in Section 2.3 to 2.7 of the Application, as applicable, are AgriStability and/or ASRA, their current year, and any future year, payments under the Eligible BRM Program(s) to the Administrator to secure repayment of the debt owing by the Producer to the Administrator arising from this Repayment Agreement.

The Producer agrees that these BRM Program payments will be paid automatically to the Administrator until the debt owing by the Producer to the Administrator arising from this Repayment Agreement is repaid in full. The Producer declares that the assignment of these BRM Program payments to the Administrator takes priority over any other security interest. The Producer confirms that all necessary signed priority agreements with any secured creditor have been obtained such that the Administrator's security interest in these BRM Program payments shall rank in priority to any other interests. The Producer agrees and understands that the Administrator may register financing statement(s) on these BRM Program payments at such provincial Property Security registries as the Administrator determines advisable. The Producer hereby waives all rights to receive from the Administrator a copy of any financing statement or confirmation statement issued at any time respecting the Administrator's security interest in these BRM Program payments.

4.3 Through no fault of the Producer, should the quantity of the Agricultural Product(s) used to secure the Advance not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have **thirty (30) calendar days** to either repay the part of the outstanding amount of the Advance that exceeds the reduced coverage or make application for an advance on another Agricultural Product(s) and have the proceeds of the advance amount applied to the deficit. Failing this, the Producer will be declared in default.

4.4 Should the quantity of the Agricultural Product(s) used to secure the Advance be reduced, through an act of the Producer, and not be sufficient to justify the outstanding Advance, the Producer will be immediately declared in default.

4.5 Where a Reseeding Benefit is available and the Producer suffers a loss prior to the associated reseeding deadline, the Producer agrees to reseed in order to ensure that they continue to qualify for a full crop insurance indemnity should additional losses be experienced. Otherwise the Producer will be considered in an overpayment situation on the unsecured amount and will have **thirty (30) calendar days** from the reseeding deadline to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by the greater of ten thousand dollars (\$10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.

4.6 For the purposes of giving effect to any of the Producer's undertakings under the Repayment Agreement, notably concerning the priority agreement, the security and assignment of rights, the Producer shall make, execute and deliver to the Administrator any documents or agreements as the Administrator may reasonably request, including security agreements, assignments and financing statements.

5. Default

5.1. The Administrator shall declare a Producer in default and immediately inform the Producer of the same, if the Producer:

5.1.a. provides false or misleading information to the Administrator for the purpose of obtaining a guaranteed Advance, or evading compliance with an undertaking to repay amounts owing;

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- 5.1.b. is, in the Administrator's opinion, at fault for causing or contributing to a decrease in the value of the security taken by the Administrator on the Advance(s) taken under this Repayment Agreement, and, as a result, in the opinion of the Administrator, the value of the security is less than the amount outstanding on the Advance(s);
- 5.1.c. has not met all of the obligations under the Repayment Agreement within **twenty one (21) calendar days** after the day on which the Administrator mails or delivers a notice to the Producer stating that the Producer has had, in the opinion of the Administrator, adequate opportunity to meet the obligation, and requesting that the Producer meet it;
- 5.1.d. has not met all their obligations under the Repayment Agreement at the end of the Production Period for which the Advance was made;
- 5.1.e. has recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*, is subject to a receiving order under that Act, or is bankrupt, or is seeking protection under any other insolvency or bankruptcy related statute and has not met their obligations under the Repayment Agreement; or
- 5.1.f. at any time breaches irremediably any substantial obligation under the Repayment Agreement or under a Stay of Default.
- 5.2. Upon default, the Producer is liable to the Administrator for:
 - 5.2.a. the outstanding amount of the guaranteed Advance;
 - 5.2.b. the interest specified and at the rates specified in Subsection 6.2 of these Terms and Conditions on the outstanding amount of the Advance, calculated from the date the Advance was issued until the Advance is repaid;
- 5.3 The Producer agrees that upon default, based on the assignment set out in Section 2.3 to 2.7 of the Application and Subsection 4.2. of the Terms and Conditions, the Administrator has the right to use the amounts payable to the Producer under the Eligible BRM Program for the repayment of the amount of the Advance plus interest costs provided for in this Repayment Agreement. Such assignments will be registered at the time of the Advance.
- 5.4. If the Producer is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to all rights of the Administrator against the defaulted Producer and against any other persons liable under this Repayment Agreement. The Producer is liable to the Minister for the amounts as set out in Subsection 5.2 of these Terms and Conditions, as well as the costs incurred by the Minister to recover these amounts, including legal costs.
- 5.5. For the purpose of this Repayment Agreement, the following ineligibility period requirements of will be applied by the Administrator:
 - 5.5.a. **No ineligibility period** where the defaulted Advance is repaid within six (6) months of being declared in default;
 - 5.5.b. An ineligibility period of **one (1) year from the date of full repayment** where the defaulted Advance is repaid beyond six (6) months of being declared in default;
 - 5.5.c. An ineligibility period of **two (2) years from the date of full repayment** where the Producer has defaulted twice within the last three (3) years that the Producer has participated in the program;
 - 5.5.d. An ineligibility period of **three (3) years from the date of full repayment** to AAFC where the defaulted file has been paid under the guarantee by the Minister;
 - 5.5.e. An ineligibility period of **six (6) years from the date of recovery** of the debt in accordance with the terms a compromise settlement;
 - 5.5.f. An ineligibility period of **three (3) years from the date of full repayment** where the Minister has had to write off the Producer's debt under the program; or
 - 5.5.g. An ineligibility period of **seven (7) years from the date of discharge** where the Producer has declared bankruptcy under the *Bankruptcy and Insolvency Act*, or under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act*.
- 5.6. Pursuant to Section 23(4) of the AMPA, the Producer agrees that if they 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 of 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.

6. Interest Rate

- 6.1. The interest payable by the Producer during the Program Year while in compliance with the AMPA and this Repayment Agreement will be:
 - 6.1.a. **Zero percent (0%)** on the amount designated as interest-free;
 - 6.1.b. **Prime rate + 0.25%** percent on the amount designated as interest-bearing. If the interest rate negotiated with the **National Bank of Canada** (lender) is different than what is charged to the Producer by the **New Brunswick Maple Syrup Association Inc. [Administrator]**, the difference should be used to cover the costs of administering the APP; and



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- 6.1.c. **Prime rate plus one percent (Prime rate + 1%)** percent in penalty interest in the event the Producer chooses to repay an amount in excess of the limit outlined in Paragraph 3.3.a. of these Terms and Conditions without providing proof of sale. The penalty interest will be applied to the amount in excess of the limit from the date the Advance was issued to the day the repayment was made and shall be paid by the Producer to the Administrator no later than **twenty-one (21) calendar days** of the end of the Production Period.
- 6.2. In the event that the Producer is declared in default, the interest payable by the Producer will be:
- 6.2.a. the **National Bank of Canada Prime Rate plus one percent (Prime +1%)** on the amount of the outstanding balance from the date the Advance was issued to the date the Producer was declared in default; and
- 6.2.b **Prime rate plus two percent (Prime +2%)** on the amount of the outstanding Producer's liability from the date of default until the Advance, interest and all costs of collection are repaid in full.
- 6.3 In the event where the Producer is declared in default, the Minister makes payment under the guarantee and the Minister is subrogated the rights of the Administrator, the prime rate referenced in Paragraph 6.2.b will change from the prime rate of the Administrator's Lender to the average aggregated prime rate ("Prime business" rate) as published in the Daily Digest on the website of the Bank of Canada.

7. General Provisions

- 7.1. The Producer agrees to provide the Administrator with any information requested by the Administrator to substantiate the statements made within this Application to further satisfy eligibility requirements. Failure to provide such documentation as requested by the Administrator may result in a rejection of the application or in being declared in default if the Advance has been issued.
- 7.2. The Producer is aware that a recalculation of the Advance may occur based on changes to market prices and that it could result in an overpayment with either a repayment or application of a new advance against the overpayment amount being required within **thirty (30) calendar days**.
- 7.3. The Advance under this Repayment Agreement is deemed to have been granted on that portion of the Producer's Agricultural Product(s) first sold. The Producer shall not dispose of any other part of this Agricultural Product(s), in any manner, before disposing of that portion of the Agricultural Product(s) for which the Advance was received. This means that a repayment must be made by the Producer with the first sale of the Agricultural Product(s).
- 7.4. This Repayment Agreement shall commence upon approval and execution of this Repayment Agreement by the Administrator, and shall terminate upon repayment of all amounts provided for in this Repayment Agreement.
- 7.5. The Administrator or its authorized agent has the right to perform credit checks on the Producer and inspect the Agricultural Product at any time while the Producer has advances outstanding under the program.
- 7.6. The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product(s). If the Agricultural Product(s) or a portion of the Agricultural Product(s) for which an Advance was made ceases to be in marketable condition, the Producer shall be subject to the actions set out in Sections 4.3. or 4.4. of the Terms and Conditions depending on if the loss, destruction or damage was the Producer's fault or not.
- 7.7. The Producer shall respect the terms of the Eligible BRM Program(s) used as security and shall ensure the assignment of any payments from the Eligible BRM Program(s) to the Administrator up to the extent of the outstanding Advance, interest and costs/fee. The Producer must notify the Administrator within **seven (7) calendar days** if further requests for an assignment of the Eligible BRM Program proceeds are made, granted or registered.
- 7.8. This Repayment Agreement shall be interpreted in accordance with the laws of the province of **New Brunswick**, Canada.
- 7.9. The Producer shall have multi-peril insurance coverage on their farming operation, which includes the entire Agricultural Product(s) for which the Advance was made, where the Agricultural Product(s) is stored on the premises. This coverage must be sufficient to cover the full extent of the Advance until the Producer's liability is repaid. If the Agricultural Product(s) is stored off-farm at a commercial storage facility, the Producer must ensure that the commercial storage facility has such insurance.
- 7.10. Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neutral whenever the context and/or the parties hereto require.
- 7.11. In the event that any part of this Repayment Agreement is found to be invalid by a court of law, then the Producer agrees to be bound by the terms and provisions of the balance of this Repayment Agreement.
- 7.12. This Repayment Agreement shall not terminate by reason of death or disability of the Producer, but shall continue to be binding upon personal representatives to execute any instruments which may be necessary or proper to carry out the purpose and intent of this Repayment Agreement.
- 7.13. Where the Administrator determines that the Producer is insolvent, bankrupt, or has recently filed a notice of intention to make a proposal or has made a proposal under the *Bankruptcy and Insolvency Act* or is seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*, the Producer's



**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT**

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2.9 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

application must be rejected.

- 7.14. No amendment to this Repayment Agreement which may result in the reduction of the value of the security pursuant to Section 4.0 of these Terms and Conditions, other than an amendment to correct a clerical or mathematical error, shall be made without written permission of the Minister, except under the following circumstances:
- 7.14.a. the value of the Agricultural Product(s) produced has decreased through no fault of the Producer to the extent that it has made it more beneficial to feed the Agricultural Product(s) to the Producer's animals than to sell it; or
 - 7.14.b. the cost of feed has increased to the point where it is more beneficial to feed the Agricultural Product(s) to the Producer's animals than to purchase feed.
- 7.15. Unless authorised by the Minister, any amendment to the Repayment Agreement as per Subsection 7.14 of these Terms and Conditions will not be retroactive and will come into force on the day that the amendment is signed. The Parties recognize that any interest benefit received as a result of Paragraph 6.1.a of these Terms and Conditions before the coming into force of the amendment does not need to be reimbursed.
- 7.16. All parties herein agree that should there be any discrepancies between this Repayment Agreement and the AMPA and its regulations, the AMPA and its regulations will supersede this Repayment Agreement.
- 7.17. The Producer agrees that AAFC on behalf of the Minister may contact them for the purpose of evaluating the program.
- 7.18. If the Producer misrepresents information and/or fails to provide information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, all benefits under the APP may be forfeited, and the Producer may be subject an APP ineligibility period of **five (5) years**, or a period agreed to by the Administrator and the Minister, exclusion from the APP and/or other Agriculture and Agri-Food Canada programs, and prosecution.
- 7.19. An appeal process is in place for cases where the Application is rejected. The appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application. The appeal process concerns only program eligibility. Producers will not be able to appeal the advance amount(s) it is determined that they are eligible to receive under the program.
- 7.20. Where the Administrator has submitted the Producer's file to AAFC for payment by the Minister under the guarantee and where AAFC has recovered the outstanding debt from the Producer in full or in part through a compromise settlement, and where there are still Default Management Fees owing to the Administrator by the Producer, the Administrator reserves the right to continue to pursue the repayment of these Default Management Fees from the Producer.

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PART 2C: ADVANCE INFO & TERMS AND CONDITIONS - IN-PRODUCTION PRODUCTS

ADVANCE PAYMENTS PROGRAM (APP) APPLICATION & REPAYMENT AGREEMENT

PROTECTED "A" ONCE COMPLETED

2.17.1 ADVANCE REQUESTED BY PRODUCER – FIRST (1ST) INSTALLMENT

\$ _____

I declare that I have completed and signed an Advance Payments Program Application and Repayment Agreement.
I declare that the above information is true and accurate at the time of completion and agree to repay the Administrator any difference, where applicable, as stated above. I agree to comply with all of the terms and conditions included in this Application and Repayment Agreement.

Signature of Producer

Date (YYYY-MM-DD)

2.17.2 ADVANCE ISSUED BY ADMINISTRATOR – FIRST (1ST) INSTALLMENT

\$ _____

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

Signature of Administrator

Date (YYYY-MM-DD)



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**Part 3B: DECLARATION & ATTESTATION -
CORPORATIONS/COOPERATIVES/PARTNERSHIPS**

**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

3.0 DECLARATION FOR CORPORATIONS, COOPERATIVES OR PARTNERSHIPS

3.1 DECLARATION OF THE APPLICANT

For The purposes of this Declaration, the Administrator means, New Brunswick Maple Syrup Association Inc.

Eligibility

- 1) As it applies:
 - a. I am applying, on behalf of the Corporation/Cooperative which I represent, for an Advance pursuant to the APP; or
 - b. We, being all the Partners of the Partnership stated in Part 1B of this Application (herein referred to as the "Partners"), are applying for an Advance pursuant to the APP.
- 2) I, one of the Partners/Shareholders/Members/Authorized Officer, am of the age of majority in the province where the farming operation is located and declare that the Corporation/Cooperative/Partnership is controlled by a Canadian Citizen(s) or a permanent resident(s).
- 3) Partners/Shareholders/Members who have an interest in the entity are listed in Part 1B of this Application and Repayment Agreement.
- 4) The Corporation/Cooperative/Partnership, or at least one of its Partners/Shareholders/Members, is the Producer of the Agricultural Product(s) for which this Application is made. It is/we are the owner of the Agricultural Product(s), are responsible for marketing it and it will be sold in its/our name.
- 5) Neither the Corporation/Cooperative/Partnership, any of the Partners/Shareholders/Members listed in Part 1B of this Application and Repayment Agreement, nor any of the Producers listed in Section 1.6 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).
- 6) The Corporation/Cooperative/Partnership that I represent is not ineligible under a Repayment Agreement and/or Default 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).
- 7) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative, as applicable, have not recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*; are not subject to a receiving order under that Act; are 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

- 8) I, or the Partners, as applicable, have disclosed on Part 1 of the Application all previous outstanding advances received by the Corporation/ Cooperative/Partnership, any of the Partners/Shareholders/Members, from this or other administrators for this or any other Program Year, including defaults on these advances where applicable.

Related Producers

- 9) The Corporation/Cooperative/Partnership is 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 1B of this Application and Repayment Agreement.
- 10) I, or the Partners, as applicable, have provided to the New Brunswick Maple Syrup Association Inc. (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.
- 11) The Corporation/Cooperative/Partnership that I represent ___ consents / ___ does not consent (add a check beside the appropriate) to the Administrator redistributing advances among it and its 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 its advance, meaning that a portion may become interest-bearing and it will be therefore be responsible for paying the interest on it. The Corporation/Cooperative/Partnership that I represent understands that the Administrator will notify it of any redistribution affecting its advance.

Security – Agricultural Product(s)

- 12) The Corporation/Cooperative/Partnership that I/we represent, as the case may be, that is requesting an Advance on a Storable Agricultural Product(s) in Post-Production or Livestock, have sufficient Agricultural Product(s) in storage to justify the amount advanced as outlined in Part 2 of this Application and Repayment Agreement.

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@CANADA.CA and reference AAFC's personal information bank *Agriculture Marketing Programs Act: Advance Payments Program*, PPU 140. (2024).



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**Part 3B: DECLARATION & ATTESTATION -
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**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT**

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- 13) 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.
- 14) I, or the Partners, as applicable, understand that Agricultural Product failure, spoilage, shrinkage, or the bankruptcy of the buyer does not relieve the Corporation/ Cooperative/Partnership from the obligation to repay the advance(s).
- 15) 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.
- 16) 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.
- 17) No other person than those listed in Part 1 of this Application and Repayment Agreement has a security interest in the Agricultural Product(s) with respect to which this Application is made.
- 18) I, or the Partners, as applicable, have submitted the duly completed Priority Agreement(s) required for every secured creditor that holds a lien or encumbrance on the Agricultural Product(s).
- 19) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative have multi-peril insurance on the Partnership/Corporation/Cooperative's farming operation which includes coverage for all Livestock and/or Storable Agricultural Product(s) that are kept/stored on this 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, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative have confirmed that these storage facilities have such multi-peril insurance.

Security – BRM Program(s)

- 20) As indicated in section 1.2 of Part 1B of this Application:
 - a. The Corporation/Cooperative that I represent has made an application for Production Insurance and/or is participating in an Eligible Business Risk Management (BRM) Program as outlined in Part 2 of this Application and Repayment Agreement and I, being authorized to certify on behalf of the Corporation/Cooperative, declare having submitted a duly completed BRM Assignment Agreement(s) (Appendix 2A or 2B) as required for the specific class(es) of Agricultural Product(s).
 - b. We, the Partners, have made an application for Production Insurance and/or are participating in an Eligible BRM Program as outlined in Part 2 of this Application and Repayment Agreement and we further certify having submitted duly completed BRM Assignment Agreement(s) (Appendix 2A or 2B) as required for the specific class(es) of Agricultural Product(s).
- 21) I or the Partners, as applicable, 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.
- 22) 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.
- 23) I or the Partners, as applicable, 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.
- 24) No other person has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.

Default

- 25) I or the Partners, as applicable, acknowledge that, in the event of a default, the Corporation/Cooperative/Partnership or its Shareholders/Members/Partners 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.
- 26) I or the Partners/Shareholders/Members, as applicable, 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

- 27) I have read and acknowledge 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 personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agricultural Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-privé@AAC.CANADA.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU 140*. (2024).



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**Part 3B: DECLARATION & ATTESTATION -
CORPORATIONS/COOPERATIVES/PARTNERSHIPS**

**ADVANCE PAYMENTS PROGRAM (APP)
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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 the **New Brunswick Maple Syrup Association Inc.** (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.

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-vieprivee.AAC@CANADA.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@canada.ca.

General

- 28) I understand that the Advance Rate per unit used to calculate my Eligible Advance was obtained by subtracting the Administrator's Percentage of **3.0%** 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.
- 29) I or the Partners, as applicable, 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.
- 30) I or the Partners, as applicable, 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 the Corporation/Cooperative/Partnership has advances outstanding under the program.
- 31) If I am or any of the Partners/Shareholders/Members is, as applicable, a current or former public office holder, public servant or member of the House of Commons, I am or one of the Partners/Shareholders/Members is, as applicable, not prohibited to derive

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@CANADA.CA and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024).



Part 3B: DECLARATION & ATTESTATION - CORPORATIONS/COOPERATIVES/PARTNERSHIPS

**ADVANCE PAYMENTS PROGRAM (APP)
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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.

- 32) Pursuant to Section 23(4) of the AMPA, I or the Partners/Shareholders/Members agree that if I/we 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.
- 33) I or the Partners, as applicable, understand that an appeal process is in place for cases where the Application is rejected. It is understood 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. Producers will not be able to appeal the advance amount(s) if it is determined they are eligible to receive under the program.

Application and Repayment Agreement

- 34) I or the Partners, as applicable, declare that this Application is consistent with the purpose of the APP.
- 35) I or the Partners, as applicable, certify that all of the information provided in this Application is true and correct in every respect.
- 36) I or the Partners, as applicable, understand that failing to comply with Application requirements may delay the processing of the Application or may render me or the Corporation/Cooperative/Partnership that I represent, ineligible for receiving an Advance under the Program.
- 37) I or the Partners, as applicable, 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.
- 38) I or the Partners, as applicable, 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.

3.2 PRODUCER ATTESTATION

- ✓ All Partners/Shareholders/Members listed in Part 1, Section 1.2 must sign and date the declaration below attesting that the information provided on the Application is complete and accurate.
- ✓ The authorized signing officer for the Corporation/Partnership or Cooperative Signature must sign and date the declaration found on the next page.

Signature of Application and Repayment Agreement for a Partnership:

We, being all the Partners listed in Part 1, Section 1.2, are authorized to sign this Application and Repayment Agreement on behalf of the Partnership:

- hereby agree that the information provided in this Application and Repayment Agreement is true and accurate based on our knowledge at the time of the application;
- hereby agree that we have completed and signed an Advance Payments Program Application and Repayment Agreement; and
- hereby agree to comply with all of the terms and conditions included in this Advance Payments Program Application and Repayment Agreement.

Print name of Partner clearly

Print name of Partner clearly

Print name of Partner clearly

Signature of Partner

Signature of Partner

Signature of Partner

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-veprivsee AAC@CANADA.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU 140*. (2024).



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Part 3B: DECLARATION & ATTESTATION - CORPORATIONS/COOPERATIVES/PARTNERSHIPS

**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

Print name of Partner clearly

Signature of Partner

Signature of Application and Repayment Agreement for Corporation or Cooperative:

I, being authorized to sign this Application and Repayment Agreement on behalf of the Corporation/Cooperative or as stated in Part 1, section 1.2 of this Application and Repayment Agreement:

- hereby agree that the information provided herein is true and accurate based on my knowledge at the time of the application;
- hereby agree that I have completed and signed an Advance Payments Program Application and Repayment Agreement; and
- hereby agree that the Corporation/Cooperative will comply with all of the terms and conditions included in this Advance Payments Program Application and Repayment Agreement.

Louise Poitras, Executive Director - NBMSA

Print name of Authorized Signing Officer clearly

Signature of Partner

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 Administration 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)



Agriculture and Agri-Food Canada

Agriculture et Agroalimentaire Canada

Advance Payments Program

Programme de paiements anticipés

Unclassified / Non classifié

Appendix 1

ADVANCE PAYMENTS PROGRAM (APP)
PRIORITY AGREEMENT WITH A SECURED CREDITOR

PROTECTED "A" ONCE COMPLETED

1.1 BASIC INFORMATION

Table with 2 columns: Producer Name (herein referred to as the "Producer") and APP ID

List of Agricultural Products (herein referred to as the "Agricultural Product(s))":

Table with 6 columns: Product No. 1, Product No. 2, Product No. 3, Product No. 4, Product No. 5, Product No. 6

1.2 DEFINITIONS

BRM means the Business Risk Management program(s) listed in the Agricultural Marketing Programs Act that can be used to secure an Advance.

1.3 ADMINISTRATOR INFORMATION (herein referred to as the "Administrator")

Form with fields: Name, Phone, Fax, Street Address, City/Town, Province, Postal Code

1.4 CREDITOR INFORMATION (herein referred to as the "Creditor")

Form with fields: Name, Phone, Fax, Transit No. (if applicable), Street Address, City/Town, Province, Postal Code

PART 1 - Complete this part if the Creditor HAS a lien or security on the Agricultural Product(s) or the BRM program proceeds related to the Agricultural Product(s).

- ✓ A separate signed Priority Agreement is required for each secured creditor listed on Part 1 of the Application or identified through a lien search. This may include, but is not limited to: banks with General Security Agreements on all of the applicant's property, input suppliers that have provided financing and have taken a security interest on the Agricultural Product(s) to secure the financing, etc.

The Creditor does hereby consent that:

In consideration of an advance being issued under the APP by the Administrator to the Producer, the Administrator and the Creditor agree that the security interest in the Agricultural Product(s) listed above for which the advance was issued, or the BRM program payment(s) related to the aforementioned Agricultural Product(s) as required for the Producer's advance, now held or to be held by the Administrator, shall rank prior to any lien or security on the said Agricultural Product(s) or any BRM program payment(s) relating to the Agricultural Product(s) given by the Producer to the Creditor, whether such security was given under the authority of the Bank Act or under the authority of a personal Security Agreements on all of the applicant's property, input suppliers that have provided financing and have taken a security interest on the Agricultural Product(s) to secure the financing, etc.

Notwithstanding the priorities set out in this Agreement, where the Creditor is a Bank or Lending Institution, the Administrator acknowledges that the Producer will operate bank accounts with the Creditor into which proceeds of property subject to the Administrator's security interest may be deposited. With the exception of any monies deposited in any accounts designated as trust accounts by the Producer for the benefit of the Administrator, the Creditor shall have no obligation to the Administrator with respect to any monies in any other account of the Producer maintained with the Creditor, or any monies that may be deposited therein or disbursed from any such other accounts, except for monies deposited therein after the Creditor has received notice from the Administrator and that the Administrator is thereafter exercising its rights in and to proceeds of the property subject to its security.

Prior to proceeding to enforce its security, the Administrator or the Creditor, as the case may be, shall provide reasonable prior written notice of such enforcement to the other party.

For the purposes of giving effect to any of the Producer's undertakings under this Priority Agreement, the Producer shall make, execute and deliver to the Creditor or the Administrator, any documents or Agreements as the BRM program administrator may reasonably request.

The Creditor [] has [] has not (please check one) taken an assignment of the Producer's _____ (name of BRM program) payments related to the Agricultural Product(s).

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the Privacy Act and Access to Information Act. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee AAC@AGR.GC.CA and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024).

**ADVANCE PAYMENTS PROGRAM (APP)
PRIORITY AGREEMENT WITH A SECURED CREDITOR**

PROTECTED "A" ONCE COMPLETED

Where the Creditor has a lien or security on the Agricultural Product(s) and/or the BRM program proceeds related to the Agricultural Product(s), this Agreement is subject to the condition that the above mentioned advance, less any amounts legally held as an administrative fee, be payable:

- A) Jointly to the Producer and the Creditor and be remitted to the Creditor forthwith by the Producer and shall be applied in total or in part by the Creditor to reduce the Producer's indebtedness to the Creditor; or
- B) To the Producer.

If neither options are selected, the parties are deemed to have agreed that the advance payment is to be made jointly in accordance with Option A.

This Agreement shall continue in full force and effect until the date upon which all advances referred to herein and interest outstanding on these advances are repaid to the Administrator by the Producer.

PART 2 – Complete this part if the Creditor DOES NOT have a lien or security on either the Agricultural Product(s) or the BRM program proceeds related to the Agricultural Product(s)

The Creditor hereby consents that:

- In consideration of an advance being issued by the Administrator to the Producer, the Creditor confirms that it does not have any lien or security pursuant to section 427 of the *Bank Act*, or pursuant to any other law of Canada or of the provinces, related to the Agricultural Product(s) or to the BRM program payment(s) related to the Agricultural Product(s) for the above mentioned Producer. However, this does not affect the Creditor's right to extend future credit and obtain security in support of same to the Producer at the Creditor's discretion.

PART 3 – To be signed by the Creditor (regardless of security interest or lien), by the Administrator, and by the Producer.

This Agreement shall be governed by and interpreted in accordance with the laws of the province of _____.

IN WITNESS WHEREOF all parties hereunto set their hands and seals

Name of the Creditor

Name and Title of Authorized Officer of Creditor

Signature of Authorized Officer of Creditor

Date (YYYY-MM-DD)

Name of the Administrator

Name and Title of the Authorized Officer of Administrator

Signature of Authorized Officer of Administrator

Date (YYYY-MM-DD)

Name of the Producer

Signature of Producer or its Authorized Officer

Date (YYYY-MM-DD)

Witness (where Producer is an individual)

Date (YYYY-MM-DD)

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agricultural Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.PPP@agr.gc.ca and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program*, PPU 140. (2024).



APPENDIX 2

**ADVANCE PAYMENTS PROGRAM (APP)
BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS - ASSIGNMENT AGREEMENT
PROTECTED "A" ONCE COMPLETED**

1.1 PRODUCER INFORMATION (Hereinafter referred to as the 'Assignor')			
Name:	Phone:	Fax:	Email:
Street Address:	City/Town:	Province:	Postal Code:
APP ID:	BRM Contract No:		

1.2 ADMINISTRATOR INFORMATION (Hereinafter referred to as the 'Administrator')			
Name:	Phone:	Fax:	Email:
Street Address:	City/Town:	Province:	Postal Code:

1.3 BRM PROGRAM INFORMATION (Hereinafter referred to as the 'BRM Program')			
Program Name:	Phone:	Fax:	Email:
Street Address:	City/Town:	Province:	Postal Code:

1.4 DEFINITIONS

"AAFC" means Agriculture and Agri-Food Canada

"Advance" means the money borrowed by the Assignor through the APP under the above mentioned Repayment Agreement.

"BRM Program" means the Business Risk Management program(s) listed in the *Agricultural Marketing Programs Act* that can be used to secure an advance under the APP.

"Default" means, when used in relation to a Producer, that a Producer is considered in default under a Repayment Agreement according to Section 21 of the AMPA.

"Repayment Agreement" means the agreement signed by the Assignor and the Administrator outlining the terms and conditions of the Assignor's Advance under the APP.

1.5 ASSIGNMENT AGREEMENT

AGREEMENT DATE: _____(YYYY-MM-DD).

Between the Assignor, the Administrator and the BRM Program:

This Assignment Agreement is for all proceeds, up to the amount set in Part 1.5.1. below, payable to the Assignor under the BRM Program with respect to the BRM Contract Number listed in 1.1. above which is being used to secure Advances issued under the APP Repayment Agreement between the Assignor and the Administrator dated _____(YYYY-MM-DD) and pursuant to the Advance Payments Program and the *Agricultural Marketing Program Act* (AMPA).

Advances under the above mentioned APP Repayment Agreement have been issued to the Assignor on the following Agricultural Product(s):

Product #1	Product #2	Product #3	Product #4	Product #5	Product #6

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agricultural Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024)*.



APPENDIX 2

**ADVANCE PAYMENTS PROGRAM (APP)
BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS - ASSIGNMENT AGREEMENT
PROTECTED "A" ONCE COMPLETED**

1.5.1 THE PARTIES HERETO AGREE THAT:

Subject to prior deduction of any amounts owing to the BRM Program administrator, the Assignor hereby transfers, assigns and sets over to the Administrator all of his/her/their right, title and interest in the proceeds to be received from the BRM Program with respect to the BRM Contract Number listed in 1.1. above for the current year or, where the BRM Program is AgriStability and/or ASRA, for the current year and all future years, until such a time as the Advance, in the amount of \$_____ (including related interest, fees and costs) and for which this BRM Program has been used as security, has been paid in full, and a liability to the Administrator no longer exists. This assignment of proceeds is not affected should the Assignor become in Default under the Repayment Agreement.

For the purposes of giving effect to any of the Assignor's undertakings under this Agreement, the Assignor shall make, execute and deliver to the BRM Program and/or the Administrator, any documents or agreements as the BRM Program and/or Administrator may reasonably request.

The Assignor hereby authorizes:

- a) The BRM Program to disclose his/her/their information, including personal information within the meaning of *Personal Information Protection and Electronic Documents Act (PIPEDA)* or legislation applicable within their jurisdiction, to the Administrator, other APP Administrators, and AAFC for the purpose of administering the APP. The information collected may include, but is not limited to: insurance information such as coverage levels, production/inventory reports, claims and income/expenses related to his/her/their business or farming operation.
- b) The Administrator to disclose his/her/their information, including personal information within the meaning of *Personal Information Protection and Electronic Documents Act (PIPEDA)* or legislation applicable within their jurisdiction, to the BRM Program administrator and AAFC for the purpose of administering the APP;
- c) AAFC to disclose his/her/their information, including personal information within the meaning of *Privacy Act* and *Access to Information Act* to the Administrator, other APP Administrators, and BRM Program administrator for the purpose of administering the APP;
- d) That the Assignor's information be used and protected in compliance with the *Privacy Act* and *Access to Information Act* or the legislation mentioned above, as applicable. It may be used to administer the APP and the BRM Program, as well as for:
 - 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 the Assignor so as to conduct surveys relating to the delivery of this Program and other federal agricultural programming in Canada.
- e) That his/her/their corporate information may be disclosed among the parties for these purposes.

Where the BRM Program payment is the result of a Reseeding Benefit and the Producer has suffered a loss prior to the associated reseeded deadline, as established by the BRM Program administrator, the full payment will be provided to the Producer in order that they are able to reseed and ensure that they continue to qualify for a full crop insurance indemnity should additional losses be experienced.

1.6 SIGNATURES

Sealed, delivered and attested to by:

_____	_____	_____
Name and title of Producer/Authorized Officer	Signature	Date (YYYY-MM-DD)
_____	_____	_____
Name and title of Producer/Authorized Officer	Signature	Date (YYYY-MM-DD)
_____	_____	_____
Name and title of Producer/Authorized Officer	Signature	Date (YYYY-MM-DD)
_____	_____	_____
Name and title of Administrator	Signature	Date (YYYY-MM-DD)

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agricultural Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act (PIPEDA)* or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivée AAC@AGR.GC.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024)*.