



Dairy Direct Payment Program Registration Form

IDENTIFICATION PROVIDED IN AAFC LETTER

Participant ID	Anti-Phishing Code
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APPLICANT INFORMATION

Farm Name			
Last Name	First Name	Phone Number (Day)	
Email address (Note: email address is required for direct deposit)			Phone Number (Cell)
Mailing address (as per your Provincial Marketing Board)	City/Municipality	Province	Postal Code
CRA Business Number <small>(First 9 digits of Income tax or GST/HST number. The first page of the form provides examples of where you will find your business number.)</small>	Social Insurance Number <small>(Provide only if you are a sole proprietor.)</small>		
Language of Correspondance			
English		French	

METHOD OF PAYMENT

I would like to get my payment by:

Direct Deposit ****

Cheque

**** You must provide a copy of a direct deposit confirmation from your banking institution and an email address if you request payment by direct deposit.

In order to make sure that your payment is deposited in the correct bank account, a test deposit under \$3 will be made in the bank account that you provided. You will receive an email notification a few days before the deposit is made. You will need to confirm the amount of the test deposit to the Canadian Dairy Commission (CDC) by email (ddpp.payment-paiement.ppdpl@cdc-ccl.gc.ca). The CDC will then proceed with depositing the balance of your payment.

INFORMATION AND PRIVACY NOTICE

The personal and/or business information for the Dairy Direct Payment Program (“the Program”) is collected under the authority of the Department of Agriculture and Agri-Food Act and of the Canadian Dairy Commission Act.

It may be disclosed by the provincial milk marketing boards to the Canadian Dairy Commission or used by the Canadian Dairy Commission and disclosed to the relevant provincial milk marketing board and to Agriculture and Agri-Food Canada for the purpose of administering the Program, for purposes that include, but are not limited to:

- Assessing and reviewing your eligibility under the Program, including but not limited to verifying your right to produce milk and authorized production capacity;
- Verifying the accuracy of the information provided;
- Evaluating the scope, direction and effectiveness of the Program;
- Research, statistics, and quality assurance;
- Auditing the Program; or
- Reporting to the Public Accounts of Canada.

Personal and/or business information is protected in accordance with the Access to Information Act and the Privacy Act. You have the right to access and correct personal information under the control of the Canadian Dairy Commission by contacting the Access to Information and Privacy Coordinator at atip-aiprp@cdc-ccl.gc.ca.

To correct personal information disclosed to the Canadian Dairy Commission by a provincial milk marketing board, you must contact your provincial milk marketing board.

You also have the right to file a complaint with the Privacy Commissioner of Canada regarding Agriculture and Agri-Food Canada’s and Canadian Dairy Commission’s handling of your personal information.

The collection, use, retention and disclosure of personal information by Agriculture and Agri-Food Canada and the Canadian Dairy Commission are further described in the following personal information banks: Agriculture and Agri-Food Canada Dairy Direct Payment Program (under development) and Canadian Dairy Commission Dairy Direct Payment Program (under development).

TERMS AND CONDITIONS

Terms and Conditions agreed to by the Government of Canada as represented by the Minister of Agriculture and Agri-Food (hereinafter referred to as the “Minister”), and the Recipient under the Dairy Direct Payment Program.

The Recipient and the Minister hereby agree to the following terms and conditions:

1. Interpretation

1.1 Definitions

The following definitions apply throughout these terms and conditions:

“Grant” means the funding under the Program issued by the Minister in accordance with these terms and conditions;

“Minister” means the Minister of Agriculture and Agri-Food and includes the Canadian Dairy Commission (CDC), Agriculture and Agri-Food Canada (AAFC) and their officials that are duly authorized to act on his or her behalf;

“Program” means the Dairy Direct Payment Program;

“Recipient” means the person eligible under the Program’s parameters who completed the registration to the Program and agreed to accept a Grant.

2. Purpose

2.1 The purpose of these terms and conditions is to set out the rights and responsibilities in accordance to which the CDC will, on behalf of the Minister, issue a Grant to the Recipient.

TERMS AND CONDITIONS (continued)

3. Duration

- 3.1 These terms and conditions shall come into effect on the date on which the Recipient completes the registration to the Program and agrees to accept the Grant. These terms and conditions shall expire on March 31, 2021, unless they are terminated earlier.

4. Change in Funding and Termination

- 4.1 Subject to any other provision of these terms and conditions and at any time before the Minister issues the Grant to the Recipient, the Minister may, by providing a written thirty (30) calendar days' prior notice to the Recipient:

- a) Reduce or cancel funding to the Program; and
- b) Terminate these terms and conditions.

5. Amount Payable

- 5.1 Subject to these terms and conditions, the Minister will issue a Grant to the Recipient to the amount established by the Minister on the basis of the parameters of the Program and of the units of production quota held by the Recipient as of October 31, 2020. The Grant will be payable in one lump sum upon the Recipient's completion of the registration to the Program and agreement to accept a Grant.

6. Eligibility of Recipient

- 6.1 The Minister will immediately terminate these terms and conditions or reduce the Grant issued if the Recipient made misrepresentations on its eligibility to the Program or on any other matter on which these terms and conditions are based.

7. Overpayments

- 7.1 Where the Minister determines that the:

- a) Recipient is not entitled to the Grant; or
- b) Amount of the Grant issued exceeds the amount to which the Recipient is entitled under the Program,

the Recipient shall repay the Minister, promptly and by no later than thirty (30) calendar days from the date of the Minister's notice, the amount of the Grant issued or the amount of the overpayment, as the case may be, together with interest calculated in accordance with the federal Interest and Administrative Charges Regulations. Any such amount is a debt due to Her Majesty in right of Canada and is recoverable as such.

8. Right to Set-off or Compensation

- 8.1 Without limiting the scope of the set-off or compensation rights available to the Crown at common law or in the Civil Code of Québec (S.Q., 1991, c. 64), under the Financial Administration Act (R.S.C., 1985, c. F-11) or otherwise, the Minister may:

- a) set-off or seek compensation against any portion of the Grant that is payable to the Recipient in accordance with these terms and conditions any amount that the Recipient owes to Her Majesty under legislation or any other agreement of any kind; and
- b) set-off or seek compensation against any amounts that are owed to the Minister by the Recipient any amount that is payable by Her Majesty under legislation or any other agreements of any kind to the Recipient.

9. Conflict of Interest

- 9.1 The Recipient declares that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2), the Conflict of Interest Code for Members of the House of Commons, the Conflict of

TERMS AND CONDITIONS (continued)

Interest Code for Senators, the Conflict of Interest and Post-Employment Code for Public Office Holders, the Values and Ethics Code for AAFC, the CDC's Code of Ethics, the Values and Ethics Code for the Public Sector, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations, cannot derive any direct benefit resulting from these terms and conditions unless the provision or receipt of such benefit is in compliance with such legislation and codes.

10. Use and Disclosure of Recipient Information

10.1 Under this clause:

"Recipient's Information" means all records, information either collected by or disclosed by a third party to the Minister including but not limited to risk assessments, audit and evaluation and other reports, as well as all other documentation either provided by the Recipient, by relevant provincial authorities or prepared in relation to these terms and conditions; and

"Program Administration" means the design, construction, implementation, and administration of this Program, including but not limited to the use of the Recipient's Information in the:

- a) Assessment of the eligibility of the Recipient including of the Recipient's right to produce milk and the authorized production capacity of the Recipient as well as the analysis and evaluation of the Recipient; and
- b) Auditing, assessment, analysis and evaluation of the Recipient's performance of its contractual obligations, these terms and conditions, and the Program.

10.2 All information pertaining to these terms and conditions, including the Recipient's Information, is collected under the authority of the Department of Agriculture and Agri-Food Act and of the Canadian Dairy Commission Act and is subject to the Access to Information Act and the Privacy Act and other applicable legislation.

10.3 The Recipient acknowledges that the Minister may:

- a) for the purpose of ensuring the efficiency and effectiveness of Program Administration, collect, use and disclose the Recipient's Information to the Recipient's provincial milk marketing board responsible for issuing dairy licenses and authorizing production capacity and to AAFC, as well as to contractors or agents assisting them in Program Administration;
- b) for the purpose of assisting the CDC in the collection of debts owed to the Government of Canada by the Recipient, collect, use and disclose the Recipient's Information to other federal, provincial and territorial government departments, agencies and third parties;
- c) make the following publicly available in the Public Accounts of Canada: the name and city of the Recipient, and the amount of the Grant issued to the Recipient.

11. Funding Acknowledgment

11.1 The Recipient shall seek the Minister's approval before issuing any communications to the public which relates to these terms and conditions and ensures that the Recipient acknowledges Canada's support. Any communications to the public by the Recipient will be issued in the official language of the Recipients' choice.

12. Dispute Resolution

12.1 If a dispute arises out of, or in connection with, these terms and conditions, including any question of its existence, interpretation, validity, or termination, the Parties shall attempt to resolve the dispute through discussions or a mutually agreeable dispute resolution process prior to commencing legal proceedings.

12.2 All information exchanged during the discussions or any subsequent dispute resolution process, which is not otherwise discoverable, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.

TERMS AND CONDITIONS (continued)

13. Entirety of terms and conditions

13.1 These terms and conditions may only be amended before their expiry or earlier termination, and any amendment must be evidenced by the written consent of the Minister and the Recipient.

14. Entirety of terms and conditions

14.1 These terms and conditions includes the Program's parameters, all the information provided by the CDC and by the Recipient for the purpose of completing the Recipient's registration to the Program, and any amendments.

14.2 These terms and conditions comprise the entire agreement between the Parties. No prior document, negotiation, provision, undertaking, or agreement in relation to the subject of the terms and conditions has legal effect, unless incorporated by reference into these terms and conditions. No representation or warranty expressed, implied, or otherwise, is made by the Minister to the Recipient except as expressly set out in these terms and conditions.

15. Governing Law

15.1 These terms and conditions shall be governed by, and are to be interpreted in accordance with, the applicable federal laws and the laws in force in the province of residence of the Recipient.

16. Survival

16.1 Subject to and without restricting the operation of any time delay set out in these terms and conditions, the following clauses shall survive up to 3 years the early termination or expiration of these terms and conditions:

- Clause 6 - Eligibility of Recipient;
- Clause 7 - Overpayments;
- Clause 10 - Use and Disclosure of Recipient Information;
- Clause 12 - Dispute Resolution;
- Clause 16 - Survival.

I have read and understood the Dairy Direct Payment Program's Terms and Conditions and the Information and Privacy Notice.

I agree to the Information and Privacy Notice and the Terms and Conditions and accept the Dairy Direct Payment Program payments.

I certify that all the information provided through this registration to the Dairy Direct Payment Program is, to the best of my knowledge, complete, accurate and without any misrepresentation.

I certify that I am authorized to sign on behalf of the farm.

I agree with all four statements above.

Signature

Date (YYYY-MM-DD)

Full Name

Return completed form to :

Dairy Direct Payment Program
Canadian Dairy Commission
Building 55
Central Experimental Farm
960 Carling Avenue
Ottawa, Ontario
K1A 0Z2

or by fax at:

613-366-3076