

APPENDIX 2

**SSFPA 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" 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 *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 *Agricultural Marketing Programs Act: Advance Payments Program, PPU 140.* (2020).

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SSFPA 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 the 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
_____	_____
Name and title of Producer/Authorized Officer	Signature
_____	_____
Name and title of Producer/Authorized Officer	Signature
_____	_____
Name and title of Administrator	Signature