

Name of Eligible Producer: _____

Application # (when known): _____

Appendix 1

CULL BREEDING SWINE PROGRAM

BREEDING SWINE CULL SUMMARY

Cull date (MM/DD/YY)	Method (1,2,3,4 or 5) (note 1)	Location of cull (note 2)	Name of person performing cull (note 3)	Number of Sows	Number of NM boars (note 4)	Number of AI boars (note 5)
TOTALS	n/a	n/a	n/a			

Total number of Breeding Swine (sows, NM boars and AI boars) culled: _____*

* (insert on line 6.1 of the Application Form)

EXPLANATORY NOTES:

- (1) Method as described in paragraph 2 on the Application Form
- (2) Location meaning either "on farm" or the name of the slaughter establishment
- (3) Name of person performing the cull is only required for Methods 3 and 5
- (4) NM boars: Natural mating boars – limited to a cull rate of 1 boar per 20 sows
- (5) AI boars: Artificial insemination boars – limited to a cull rate of 1 boar per 80 sows

Name of Eligible Producer: _____

Application # (when known): _____

Appendix 2

CULL BREEDING SWINE PROGRAM

APPLICATION FORM SUPPORTING CALCULATIONS

The information provided in support of this Appendix is subject to paragraph 2 "Slaughter and Disposal Cost supporting documentation requirements" of the Program's Terms and Conditions (see Appendix 3).

A. REQUIRED CALCULATIONS FOR EACH METHOD OF SLAUGHTER AND DISPOSAL

Method 1: The Breeding Swine were transported to a domestic slaughter establishment, exported or sold through a broker and were sold between November 1, 2007 and April 13, 2008 for commercial human consumption.

The purpose of the table below is to summarize the relevant details related to the net proceeds of disposition and other relevant information related to the Breeding Swine that were sold between November 1, 2007 and April 13, 2008. Copies of the original sales invoices (or similar supporting documentation supporting the determination of net proceeds) must be provided with your Application.

Cull Date (MM/DD/YY)	Date of Invoice (or other supporting documentation) (MM/DD/YY)	Purchaser	Invoice #	Net Proceeds per Invoice (or other supporting documentation) (in CDN \$)	Total # of Breeding Swine Culled
				\$	
				\$	
				\$	
				\$	
				\$	
TOTAL				\$	
				Record above total @ 6.2 of the Application	

In some cases the Eligible Producer may have incurred transportation costs that were not reflected in the calculation of the net proceeds amount provided above (e.g. the purchaser did not incur the transportation costs and thus they were not included in the calculation of net proceeds). If the Eligible Producer incurred costs to transport the Breeding Swine these would be considered Eligible Slaughter and Disposal Costs and the total costs should be recorded in the table below.

Actual Slaughter and Disposal Costs and Supporting Documentation Requirements	
Cull Date (MM/DD/YY)	Transportation Costs 1) Transported by trucking company – (invoice, transportation manifest) 2) Transported by Eligible Producer – (Declaration – see Appendix 7)
	\$
	\$
	\$
	\$
	\$
TOTAL	\$
Record the above total in Section B of this Appendix	

Method 2: The Breeding Swine were slaughtered on farm between November 1, 2007 and April 13, 2008 and transported to a rendering operation for disposal.

Description of Slaughter and Disposal Costs Claimed and Supporting Documentation Requirements			
Cull Date (MM/DD/YY)	Rendering Costs (invoice for renderer pick up)	Regulatory/inspection Costs if Applicable (permits, invoice for permits, provincial certifications, veterinarian invoices etc.)	Actual Total Slaughter and Disposal Costs
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$	\$
Record the above total in Section B of this Appendix			

Method 3: The Breeding Swine were slaughtered on farm between November 1, 2007 and April 13, 2008 and were disposed of by burial, composting or other means.

Description of Slaughter and Disposal Costs Claimed and Supporting Documentation Requirements			
Cull Date (MM/DD/YY)	On Farm Disposal Allocation (\$20 per Breeding Swine culled in this manner)	Regulatory/inspection Costs if Applicable (permits, invoice for permits, provincial certifications, veterinarian invoices etc.)	Actual Total Slaughter and Disposal Costs
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$	\$

Record the above total in Section B of this Appendix

Method 4: The Breeding Swine will be transported on or after April 14th, 2008 to a slaughter establishment approved by the Canadian Pork Council for slaughter only, with the carcasses being sent to a rendering operation for disposal.

Description of Slaughter and Disposal Costs Claimed and Supporting Documentation Requirements				
Cull Date (MM/DD/YY)	Slaughter Establishment Costs (invoice for slaughter, inspection and renderer pick up)	Feed Allocation (\$1 per day for each animal, from the day the application is sent until the date of slaughter, to a maximum of 15 days).	Transportation Costs 1) Transported by trucking company – (invoice, transportation manifest) 2) Transported by Eligible Producer – (Declaration – see Appendix 7)	Actual Total Slaughter and Disposal Costs
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

Record the above total in Section B of this Appendix

Method 5: The Breeding Swine will be slaughtered on farm **on or after April 14th, 2008** and will be disposed of by burial, composting or pick-up for rendering. This option is only available if fewer than 20 Breeding Swine are being slaughtered and the facilities that house the Breeding Swine are at least 200 kilometres from the nearest slaughter facility designated by the Canadian Pork Council. On farm disposal (burial or composting) costs are calculated on a basis of \$20 for each Breeding Swine culled.

Description of Slaughter and Disposal Costs Claimed and Supporting Documentation Requirements					
Cull Date (MM/DD/YY)	On Farm Disposal Allocation (\$20 per breeding swine culled in this manner)	Feed Allocation (\$1 per day for each animal, from the day the application is sent until the date of slaughter, to a maximum of 15 days).	Rendering Establishment Cost (invoice for renderer pickup)	Regulatory/inspection Costs if Applicable (permits, invoice for permits, provincial certifications, veterinarian invoices etc.)	Actual Total Slaughter and Disposal Costs
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

Record the above total in Section B of this Appendix

Please note that the on farm disposal method, outlined in Methods 3 and 5 above, specifies an allowance (\$20 per breeding swine culled in this manner) established by the Administrator. If an Eligible Producer's actual costs for on farm disposal exceeds this level, the Applicant can submit a written communication to the Administrator outlining the reasons why the amounts incurred exceed the established allowance and the Administrator may increase the amount of the claim if it is determined that the reasons provided are acceptable.

B. TOTAL SLAUGHTER AND DISPOSAL COSTS ELIGIBLE TO BE CLAIMED

Please record the *Actual Total Slaughter and Disposal Costs* recorded under each method above and record the cumulative total in table below.

Calculation 1	Method of Slaughter and Disposal	Actual Total Slaughter and Disposal Costs
	Method 1	\$
Method 2	\$	
Method 3	\$	
Method 4	\$	
Method 5	\$	
TOTAL	\$	

Please record the above figure in line 6.3 of the Application

Appendix 3

CULL BREEDING SWINE PROGRAM

PROGRAM TERMS AND CONDITIONS

1. USE OF CULLED BARNES

The Eligible Producer agrees that the barn or barns that contain the Breeding Swine to be culled, or that contained the Breeding Swine already culled, under the Program will not be used to house Breeding Swine for a period of at least three years following the culling of the Breeding Swine claimed under the Program. Such Culled Barns may, at the option of the Eligible Producer, be kept empty during such period or used for a purpose other than housing Breeding Swine.

Random inspections will be made to ensure compliance with this requirement for a period of 3 years following the culling of the Breeding Swine claimed under the Program. A Producer that does not comply with this requirement must pay a ten percent (10%) administrative fee and reimburse the full Program payment received directly by the Producer or on the Producer's behalf, including but not limited to payments made directly to service providers for slaughter, transportation and disposal costs plus interest of five percent (5%) per annum from the date the initial payment was made by the Program Administrator to the date of reimbursement.

Each Eligible Producer shall complete an undertaking regarding use of the Culled Barn(s) substantially in the form of Appendix 4A.

If the Eligible Producer is not the registered owner of the Culled Barn(s) that contain the Breeding Swine culled under the Program, the Eligible Producer shall obtain an undertaking substantially in the form of Appendix 4C regarding use of the Culled Barn from the registered owner.

If the Eligible Producer sells or leases all or any portion of the Culled Barn(s) that contained the Breeding Swine culled under the Program during the three-year period following the culling of the Breeding Swine, the Eligible Producer shall obtain an undertaking substantially in the form of Appendix 4B from the buyer or lessee.

2. SLAUGHTER AND DISPOSAL COST SUPPORTING DOCUMENTATION REQUIREMENTS

The Application Form must be accompanied by **original** supporting documents only. An Application Form that is not supported by original supporting documents will not be inserted into the Program queue based on the "date sent".

For culls that have occurred between November 1, 2007 and April 13th, 2008, the Program Administrator will contact the Eligible Producer by phone, email or facsimile if the Application Form and/or any documentation is missing, incomplete or insufficient. The Eligible Producer must provide the requested information to the Program Administrator within 14 days of the request. Failure to deliver the documentation within this specified time frame will result in disqualification under the Program. Subject to the availability of Program funds, the Producer can re-enter the Program queue based on the "date sent" as recorded on the priority post, registered mail or courier envelopes or post mark indicated on regular mail envelope once the last of all of the supporting documentation requirements have been met.

For culls that will occur after April 14, 2008, the Eligible Producer must provide the remaining information to the Program Administrator within 120 days following the date the Application Form was received by the Program Administrator. Failure to deliver the documentation within this specified time frame will result in disqualification under the Program. Subject to the availability of Program funds, the Producer can re-enter the Program queue based on the "date sent" as recorded on the priority post, registered mail or courier envelopes or post mark indicated on regular mail envelope once the last of all of the supporting documentation requirements have been met.

Proof of payment must be supplied for all Slaughter and Disposal Costs claimed: such as a copy of the Producer's cancelled cheque and bank statement confirming the cheque cleared the Producer's bank account.

Invoices provided must clearly identify the date the costs were incurred (pickup date for transportation costs, slaughter date for slaughter establishment costs), the Producer's and supplier's name and address and number of Breeding Swine.

All slaughter and disposal costs claimed will be assessed based on relevant comparative commercial rates for the slaughter and disposal of Breeding Swine for the method chosen by the Producer. The Administrator will establish pricing levels for the approved slaughter and disposal costs based on these rates and will limit the amount actually paid for slaughter and disposal costs based on these levels. If an Eligible Producer's claim for slaughter and disposal costs exceeds the established rates, the Applicant can submit a written communication to the Administrator outlining the reasons why the amounts incurred exceed the established rates and the Administrator may increase the amount of the claim if it is determined that the reasons provided are acceptable.

A Producer that has sold the Breeding Swine between November 1, 2007 and April 13, 2008 for commercial human consumption must supply original sales invoices (or similar supporting documentation supporting the determination of net proceeds) to support paragraph 6.2 of the Application Form.

3. ACCESS TO INFORMATION AND PRIVACY

Subject to applicable access to information and privacy legislation, the Eligible Producer shall permit the Program Administrator and the Minister access to all records and information of the Eligible Producer relating to this Application and the Program. The Eligible Producer agrees that the Program Administrator may provide any information provided by the Eligible Producer to the Program Administrator or otherwise obtained by the Program Administrator in connection with this Application and the Program to the Ministry. The Eligible Producer further agrees to the public disclosure of such information and that for purposes of Section 20 of the federal *Access to Information Act*, such information that the Eligible Producer provides to the Program Administrator which may be provided to the Minister is not information obtained in confidence from the Eligible Producer.

4. ACCESS TO PREMISES

The Eligible Producer shall allow the Program Administrator, the Minister and their representatives access to the facilities of the Eligible Producer used in breeding and culling the Breeding Swine, including but without limitation to the barn or barns that contain or contained the Breeding Swine to be or that have been culled and, to the extent the Eligible Producer has a right to do so, to the slaughter and disposal facilities, whether or not owned by the Eligible Producer, for purposes of inspection, audit and verification under this Application and the Program.

5. ENVIRONMENTAL MATTERS

The Eligible Producer shall comply with all federal, provincial and municipal laws and regulations with respect to environmental matters, including without limitation laws and regulations relating to the release of any hazardous substance into the environment in connection with the slaughter, rendering, transport and disposal of Breeding Swine under the Program. The Eligible Producer will obtain any permits required under federal, provincial and municipal laws and regulations with respect to the slaughter, rendering, transport and proper disposal of Breeding Swine under the Program. For information on relevant legislation and regulations contact your provincial association.

6. HUMANE SLAUGHTER AND TRANSPORT

The Eligible Producer shall ensure compliance with all federal and provincial laws and regulations, including but without limitation Part XII of the Health of Animals Regulations, regarding the humane slaughter and transport of the Breeding Swine to be culled. For information on relevant legislation and regulations contact your provincial association.

7. INDEMNIFICATION

The Eligible Producer shall indemnify and save harmless the Canadian Pork Council and its directors, officers, employees and agents from and against all claims, grievances, losses, judgments, damages, costs and expenses, including reasonable professional and legal fees and disbursements, actions and other proceedings whatsoever, which the Canadian Pork Council may suffer or incur, as a result of or relating to any acts done or omitted to be done by the Eligible Producer, or any delay on the part of the Eligible Producer under the terms of this Application and the Program. This includes, but is not restricted to acts or omissions by the Eligible Producer or arising out of or in relation to the Eligible Producer's failure to comply with any federal, provincial and municipal laws and regulations with respect to environmental matters and the slaughter, rendering, transport and disposal of Breeding Swine.

8. CONFLICTS OF INTEREST

An employee, director or officer of the Canadian Pork Council who is eligible for participation in the Program may apply for funding under the Program in the same manner as any other Eligible Producer. However, no employee, director or officer of the Canadian Pork Council may knowingly permit his or her personal interests, monetary or otherwise, direct or indirect, to conflict with the proper exercise of his or her duties and responsibilities relating to the Program, and no such employee, director or officer may, as a representative of the Canadian Pork Council, take part in the approval or the administration of any Application made under the Program by such employee, director or officer.

The Eligible Producer confirms that either (i) the provisions of the *Conflict of Interest and Post Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* and any other conflict of interest rules binding on public office holders, public servants, Senators or Members of Parliament do not apply to the Eligible Producer; or (ii) such codes or rules apply to the Eligible Producer, the Eligible Producer has notified the Canadian Pork Council that such codes or rules apply to the Eligible Producer and the Eligible Producer remains in full compliance with those codes or rules despite deriving a benefit under the Program.

Name of Eligible Producer: _____

Application # (when known): _____

Appendix 4A

CULL BREEDING SWINE PROGRAM

UNDERTAKING BY ELIGIBLE PRODUCER REGARDING USE OF BARN(S)

(To be signed by the Eligible Producer)

I, _____, of the _____ of _____, in the province of _____, DO SOLEMNLY UNDERTAKE AND COVENANT:

1. I am the registered owner/lessee or authorised user of the barn(s) located at _____, [insert address of property] (the "barn(s)").
2. The barn(s) or certain portions of the barn(s), has (have) been used for the purposes of housing breeding swine (being sows and boars kept for breeding purposes and gilts that have been or are intended to be impregnated) culled under the Cull Breeding Swine Program (the "Program") administered by the Canadian Pork Council.
3. I or any corporation, partnership, joint venture or other entity in which I or any member of my immediate family exercises control, including all employees, agents and representatives of the corporation, partnership, joint venture or other entity, will not, directly or indirectly, use or permit or contribute to any other person or entity to use, and have not, directly or indirectly, used or permitted or contributed to any person or entity to use the barn(s), from the period commencing on _____ 200__ [insert date of final cull] and ending three years following such date, to house breeding swine.
4. If I or any corporation, partnership, joint venture or other entity in which I or any member of my immediate family exercises control, including all employees, agents and representatives of the corporation, partnership, joint venture or other entity, directly or indirectly, sell, lease transfer or permit or contribute the use of the barn(s), or any portion of the barn(s), I will obtain an undertaking substantially in the form of this undertaking from the buyer, lessee, transferee or authorized user, as the case may be, not to, directly or indirectly, use, contribute to or permit any other person or entity to use such barn(s) to house breeding swine before the end of the period referred to in Paragraph 3 and will provide a copy of such undertaking to the Canadian Pork Council prior to or forthwith following such sale, lease, transfer or permission to use.
5. I acknowledge and agree that I shall be responsible for obtaining and shall obtain an undertaking as described in Paragraph 4 and shall ensure compliance with the obligations of the undertakings.
6. I agree to immediately return all Program payments received directly by the Producer or payments made on the Producer's behalf, including but not limited to payments made directly to service providers for slaughter, transportation and disposal costs, plus a 10% administration fee, plus interest at five percent (5%) per annum from the date the initial Program payment was made by the Program Administrator to the date of reimbursement, as directed by the Canadian Pork Council should the preceding Paragraphs be determined to be fraudulent, misleading or a misrepresentation of any kind whatsoever or should I breach any other Term and Condition forming part of the application form of the Program, by remitting these amounts in full by certified cheque or wire transfer to the Canadian Pork Council within five (5) business days of such breach or within five (5) business days following receipt of a notice requiring such payments from the Canadian Pork Council, whichever is first, and I acknowledge that a failure to remit such amounts in full within the specified time period will result in the commencement of legal proceedings against me for the collection of the amounts in full plus all applicable damages.

Executed at _____, this ____ day of _____, 200__.

Witness

Eligible Producer

Name:

Name:

Name of Eligible Producer: _____

Application # (when known): _____

Appendix 4B

CULL BREEDING SWINE PROGRAM

UNDERTAKING BY SUBSEQUENT OWNERS AND LESSEES REGARDING USE OF BARN

(To be signed by the subsequent owner/lessee of the barn(s))

IN THE MATTER OF the sale, lease, transfer, permission to use or contribution of the barn(s) located at _____ [insert address of property] which was formerly owned/leased by _____, [insert name of Producer] I, _____, of the _____ of _____, in the province of _____, DO SOLEMNLY UNDERTAKE AND COVENANT to _____, [insert name of Producer] THAT:

1. I am the registered owner/lessee or authorized user of the barn(s) located at _____, [insert address of property].
2. The barn(s), or certain portions of the barn(s), have been used for the purposes of housing breeding swine (being sows and boars kept for breeding purposes and gilts that have been or are intended to be impregnated) culled under the Cull Breeding Swine Program (the "Program") administered by the Canadian Pork Council.
3. I or any corporation, partnership, joint venture or other entity in which I or any member of my immediate family exercises control, including all employees, agents and representatives of the corporation, partnership, joint venture or other entity, will not, directly or indirectly, use or permit or contribute to any other person or entity to use, and have not, directly or indirectly, used or permitted or contributed to any person or entity to use, any of the barn(s), from the period commencing on _____ 200__ [insert date of final cull] and ending three years following such date, to house breeding swine.
4. If I or any corporation, partnership, joint venture or other entity in which I or any member of my immediate family exercises control, including all employees, agents and representatives of the corporation, partnership, joint venture or other entity, directly or indirectly, sell, lease transfer or permit or contribute the use of the barn(s), I will obtain an undertaking substantially in the form of this undertaking from the buyer, lessee, transferee or authorized user, as the case may be, not to use or permit any other person or entity to use such barn(s) to house breeding swine before the end of the period referred to in Paragraph 3 and provide a copy of such undertaking to the Canadian Pork Council prior to or forthwith following such sale, lease, transfer, permission or contribution.

Executed at _____, this ____ day of _____, 200__.

Witness

Owner/Lessee

Name:

Name:

Name of Eligible Producer: _____

Application # (when known): _____

Appendix 4C

CULL BREEDING SWINE PROGRAM

UNDERTAKING BY REGISTERED OWNER REGARDING USE OF BARN

(To be signed by the registered owner of the barn(s) if different from the Producer)

IN THE MATTER OF the barn(s) located at _____ *[insert address of property]*
which is leased or authorized for use to _____, *[insert name of Eligible Producer]*
I, _____ of the _____ of _____, in the province
of _____, DO SOLEMNLY UNDERTAKE AND COVENANT to _____,
[insert name of Eligible Producer] THAT:

1. I am the registered owner of the barn(s) located at _____ *[insert address of property]*.
2. The barn(s), or certain portions of the barn(s), have been used for the purposes of housing breeding swine (being sows and boars kept for breeding purposes and gilts that have been or are intended to be impregnated) culled under the Cull Breeding Swine Program (the "Program") administered by the Canadian Pork Council.
3. I or any corporation, partnership, joint venture or other entity in which I or any member of my immediate family exercises control, including all employees, agents and representatives of the corporation, partnership, joint venture or other entity, will not, directly or indirectly, use or permit or contribute to any other person or entity to use, and have not, directly or indirectly, used or permitted or contributed to any person or entity to use, any of the barn(s), from the period commencing on _____ 200__ *[insert date of final cull]* and ending three years following such date, to house breeding swine.
4. If I or any corporation, partnership, joint venture or other entity in which I or any member of my immediate family exercises control, including all employees, agents and representatives of the corporation, partnership, joint venture or other entity, directly or indirectly, sell, lease transfer or permit or contribute the use of the barn(s), I will obtain an undertaking substantially in the form of this undertaking from the buyer, lessee, transferee or authorized user, as the case may be, not to use or permit any other person or entity to use such barn(s) to house breeding swine before the end of the period referred to in Paragraph 3 and provide a copy of such undertaking to the Canadian Pork Council prior to or forthwith following such sale, lease, transfer, permission or contribution.

Executed at _____, this ____ day of _____, 200__.

Witness

Registered Owner

Name:

Name:

Name of Eligible Producer: _____

Application # (when known): _____

Appendix 5

CULL BREEDING SWINE PROGRAM

DECLARATION OF A QUALIFIED PERSON REGARDING CERTIFIED SLAUGHTER AND DISPOSAL ON FARM

I, _____, a resident of _____ *[insert city/town and province]* and an individual engaged in employment as a veterinarian, CQA validator, SPCA/Humane Society animal cruelty inspector duly appointed under provincial regulation, or designated as a properly trained individual by the Canadian Food Inspection Agency, the provincial department of agriculture, the Canadian Pork Council or a provincial pork organization, _____ *[insert employment and if applicable employer/designating body]* HEREBY DECLARE THAT the slaughter and disposal of _____ *[insert number of Breeding Swine culled]* Breeding Swine belonging to _____ *[insert name of Eligible Producer]* has taken place in a humane manner on the date below in accordance with all federal and provincial laws and regulations applicable, which I in my professional capacity was present to observe.

Executed at _____, this ____ day of _____, 200__.

Witness

Qualified Person

Name:

Name:

Title:

Address:

Telephone #:

Name of Eligible Producer: _____

Application # (when known): _____

Appendix 6

CULL BREEDING SWINE PROGRAM

DECLARATION OF ELIGIBLE PRODUCER REGARDING ON FARM CULL AND DISPOSAL BETWEEN NOVEMBER 1, 2007 AND APRIL 13, 2008

I, _____, a resident of _____ *[insert city/town and province]* and an Eligible Producer having submitted an application to the Canadian Pork Council under the Cull Breeding Swine Program (the "Program") HEREBY DECLARE THAT:

1. I culled _____ breeding swine *[insert number of breeding swine]* (the "Breeding Swine") on the property located at _____ *[insert address, city/town and province]*, which I use for farming purposes and as described in my application to the Canadian Pork Council under the Program, on the ____ day of _____, 200__.
2. The Breeding Swine were culled in accordance with all federal and provincial laws and regulations regarding environmental matters and the humane slaughter and transport of animals.
3. I disposed of and/or transported the Breeding Swine on the ____ day of _____, 200__ in accordance with all federal and provincial laws and regulations, including but not limited to Part XII of the Health of Animals Regulations.
4. I have incurred total costs of \$ _____ *[insert total costs incurred for the slaughter and disposal of Breeding Swine]* for the slaughter and disposal of the Breeding Swine.
5. I agree to immediately return all Program payments received directly by the Producer or payments made on the Producer's behalf, including but not limited to payments made directly to service providers for slaughter, transportation and disposal costs, plus a 10% administration fee, plus interest at five percent (5%) per annum from the date the initial Program payment was made by the Program Administrator to the date of reimbursement, as directed by the Canadian Pork Council should the preceding Paragraphs be determined to be fraudulent, misleading or a misrepresentation of any kind whatsoever or should I breach any other Term and Condition forming part of the application form of the Program, by remitting these amounts in full by certified cheque or wire transfer to the Canadian Pork Council within five (5) business days of such breach or within five (5) business days following receipt of a notice requiring such payments from the Canadian Pork Council, whichever is first, and I acknowledge that a failure to remit such amounts in full within the specified time period will result in the commencement of legal proceedings against me for the collection of the amounts in full plus all applicable damages.

Executed at _____, this ____ day of _____, 200__.

Witness

Eligible Producer

Name:

Name:

Name of Eligible Producer: _____

Application # (when known): _____

Appendix 7

CULL BREEDING SWINE PROGRAM

DECLARATION OF ELIGIBLE PRODUCER REGARDING TRANSPORT OF BREEDING SWINE

I, _____, a resident of _____ [insert city/town and province] and an Eligible Producer having submitted an application to the Canadian Pork Council under the Cull Breeding Swine Program (the "Program") HEREBY DECLARE THAT:

1. I transported _____ Breeding Swine [insert number of Breeding Swine] to a recognized slaughter or rendering facility as described in the Application Form and Program Overview to the Program on the ____ day of _____, 200__.
2. The Breeding Swine were transported in accordance with all federal and provincial laws and regulations regarding environmental matters and the humane transport of animals, including but not limited to Part XII of the Health of Animals Regulations.
3. I travelled a distance of _____ kilometres to transport the Breeding Swine (round trip). Based on an allowance of one dollar (\$1.00) per kilometre, as specified in paragraph B.8 of the Program Overview, I have calculated my transportation cost to be \$_____ and accordingly have recorded this amount as an Eligible Slaughter and Disposal Cost in Appendix 2.
4. I agree to immediately return all Program payments received directly by the Producer or payments made on the Producer's behalf, including but not limited to payments made directly to service providers for slaughter, transportation and disposal costs, plus a 10% administration fee, plus interest at five percent (5%) per annum from the date the initial Program payment was made by the Program Administrator to the date of reimbursement, as directed by the Canadian Pork Council should the preceding Paragraphs be determined to be fraudulent, misleading or a misrepresentation of any kind whatsoever or should I breach any other Term and Condition forming part of the application form of the Program, by remitting these amounts in full by certified cheque or wire transfer to the Canadian Pork Council within five (5) business days of such breach or within five (5) business days following receipt of a notice requiring such payments from the Canadian Pork Council, whichever is first, and I acknowledge that a failure to remit such amounts in full within the specified time period will result in the commencement of legal proceedings against me for the collection of the amounts in full plus all applicable damages.

Executed at _____, this ____ day of _____, 200__.

Witness

Eligible Producer

Name:

Name: