

Agreement Form National Bovine Spongiform Encephalopathy (BSE) Surveillance Program PRODUCER

1. Identification of the Producer - Please print

Producer Name / Business Name	Tel. Number	SIN / BN	E-mail address or Facsimile number
Address (including postal code)			

2. The Producer

I, the Producer, hereby:

2.1 Certify and warrant that I am the owner, or person having the legal possession, care or control of the Eligible Bovine described below - **Please print**

Location of the Eligible Bovine (if different from the Producer's address only)	CLIA tag number where required under the <i>Health of Animals Act</i> , ATQ tag number, and all other physical identifiers	Sex	Age	Breed/Class of Eligible Bovine

Color	Clinical signs observed	Duration of clinical signs	Treatment(s)	Presumptive diagnosis

2.2 Certify and warrant that I have the right to grant permission to the CFIA or to the Veterinarian to access the Eligible Bovine and to take samples of the brain of the Eligible Bovine (post mortem) without the consent of any third party and without violating the rights of any third party, and I hereby grant such permission.

2.3 Consent to the disclosure by the CFIA to the Veterinarian of the results of the tests conducted on an Eligible Sample. I further acknowledge and agree that I may receive such results from the Veterinarian.

2.4 Acknowledge and agree that nothing in this agreement shall be interpreted so as to prevent the CFIA from carrying out, or compromise or hinder the CFIA in the carrying out of its statutory responsibilities or mandate. I further acknowledge and agree that nothing in this agreement shall relieve me of any responsibilities or obligations that I may have under any federal legislation, including the *Health of Animals Act* or the *Feeds Act*.

2.5 Acknowledge and agree that, subject to the payment identified at article 5 of Schedule A, which schedule is attached and forms part of this agreement, I undertake my obligations and responsibilities under this agreement at my own risk and at my own expense.

I, the Producer, have read and understood all the terms and conditions in this agreement including in Schedule A and I declare that I agree with these terms and conditions. I certify and agree that I have complied with and met and will comply with and will meet all such terms and conditions.

Signed this ____ day of _____, 20 ____ in _____
City, Province
Signature of the Producer

Agreement Form National Bovine Spongiform Encephalopathy (BSE) Surveillance Program VETERINARIAN (if privately employed)

3. Identification of the Veterinarian - Please print

Name	Tel. Number	SIN / BN	E-mail address or Facsimile number
Name of the Veterinary Clinic		Clinic Address (including postal code)	

4. The Veterinarian

I, the Veterinarian, hereby certify and warrant that:

- 4.1 I was privately employed by the Producer to provide veterinary services for the purposes of this agreement.
- 4.2 I examined the Eligible Bovine and collected a sample from the Eligible Bovine in accordance with the requirements of Schedule A, which schedule is attached and forms part of this agreement.
- 4.3 A fee of \$ _____ (insert the amount charged before all applicable taxes) plus \$ _____ (insert the amount charged as applicable taxes) was charged by me to the Producer in association with the Eligible Bovine including for the services described in section 4.2 of this Agreement Form.
- 4.4 The Eligible Bovine (check one)
 - died of undetermined causes,
 - was non-ambulatory and euthanized for humane reasons,
 - displayed an acute (distressed) or chronic (diseased) deviation from normal behavior or appearance; namely _____ (identify briefly the deviation).

I, the Veterinarian, hereby acknowledge and agree that:

- 4.5 Nothing in this agreement shall be interpreted so as to prevent the CFIA from carrying out, or compromise or hinder the CFIA in the carrying out of its statutory responsibilities or mandate. I further acknowledge that nothing in this agreement shall relieve me of any responsibilities or obligations that I may have under any federal legislation, including the *Health of Animals Act* or the *Feeds Act*.
- 4.6 I undertake my obligations and responsibilities under this agreement at my own risk and, subject to the payment identified at article 5 of Schedule A, at my own expense.

I, the Veterinarian, have read and understood all the terms and conditions in this agreement including in Schedule A and I declare that I agree with these terms and conditions. I certify and agree that I have complied with and met and will comply with and will meet all such terms and conditions.

Signed this ____ day of _____, 20 ____ in _____
City, Province Signature of the Veterinarian

FOR CFIA USE ONLY

Eligible Sample collected <input type="checkbox"/> Yes <input type="checkbox"/> No	System ID No.
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Name (CFIA)	Date
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Payment authorized <input type="checkbox"/> Yes <input type="checkbox"/> No	Services/Reimbursement Producer <input type="checkbox"/>	Services/Reimbursement Veterinarian <input type="checkbox"/>
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Name (CFIA)	Date
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Financial coding

Fund	Activity	GL Account	Cost Centre	Internal Order

Service Rendered	Date (yyyy-mm-dd)
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SCHEDULE A - Terms and Conditions
National Bovine Spongiform Encephalopathy (BSE) Surveillance Program

1. Interpretation

For the purpose of this agreement:

"CFIA" shall mean the Canadian Food Inspection Agency.

"Eligible Sample" shall mean the brain stem which:

- a) comes from the carcass of an Eligible Bovine which, on the basis of
 - i) a physical examination of dentition;
 - ii) an examination of pertinent breed registration records; or
 - iii) other means acceptable to the CFIA,
has been determined by the CFIA to be aged 30 months or older; and
- b) is selected and approved by the CFIA, at its sole and unfettered discretion, in accordance with and for the purposes, objectives and requirements of the National Bovine Spongiform Encephalopathy (BSE) Surveillance Program, as may be amended from time to time.

"Eligible Bovine" shall mean cattle of either gender aged 30 months or older:

- a) found dead by undetermined causes;
- b) non ambulatory and euthanized for humane reasons; or
- c) that display an acute (distressed) or chronic (diseased) deviation from normal behavior or appearance, including, changes in:
 - i) locomotor status such as weakness, abnormal head carriage, falling, circling, difficulty to rise, changes in gait;
 - ii) sensory status such as kicking, blindness, head pressing, head shyness, sensitivity to touch; or
 - iii) mental status such as apprehension, change in behavior, abnormal ear position, nervous of entrances, teeth grinding, aggression.

"Producer" shall mean the producer identified in article 1 of the Agreement Form.

"Veterinarian" shall mean the veterinarian identified in article 3 of the Agreement Form.

2. Terms and Conditions - Producer

The Producer shall, in consideration of a payment by the CFIA as set out under article 5 of Schedule A:

- A. Complete page 1 of the Agreement Form to the satisfaction of the CFIA;
- B. Where the age of the bovine cannot be verified to be 30 months or older on the basis of an examination of dentition, provide additional documentation acceptable to the CFIA to establish the age of the bovine (for example breed registration documents);
- C. Once a sample is collected from an Eligible Bovine, maintain the integrity of the carcass of the Eligible Bovine and all portions in a manner and condition acceptable to the CFIA and in accordance with federal, provincial and municipal requirements, until notified by the CFIA or the Veterinarian of the BSE status of the Eligible Bovine. The Producer understands and agrees that the carcass of the Eligible Bovine and all portions shall not be sent or used for animal food pending the test results, and shall not be sent or used for human food in any circumstances. The local District Office of the CFIA is to be contacted for further information; and
- D. On being notified of the Eligible Bovine's BSE status, dispose of the carcass of the Eligible Bovine and all portions thereof in accordance with federal, provincial and municipal requirements, and where applicable, as directed by CFIA.

SCHEDULE A - Terms and Conditions
National Bovine Spongiform Encephalopathy (BSE) Surveillance Program

3. Terms and Conditions - Veterinarian

The Veterinarian shall, in consideration of a payment as set out in article 5 of Schedule A:

- A. Complete page 2 of the Agreement Form to the satisfaction of the CFIA;
- B. Provide any information that may be required under section 2A) of Schedule A if the Producer has not already provided such information to the CFIA;
- C. Determine whether a bovine identified by the Producer is an Eligible Bovine;
- D. Collect a sample from an Eligible Bovine in accordance with the procedures and requirements of the CFIA. Said procedures and requirements are to be obtained from the local CFIA District Office;
- E. Ensure that the quality and traceability of the sample are preserved until such time as it is in the possession of the CFIA by handling it in accordance with the procedures and requirements of the CFIA. Said procedures and requirements are to be obtained from the local CFIA District Office; and
- F. Where required by the CFIA, advise the Producer of negative test results as soon as possible after notification of the results by the CFIA.

4. Other Terms and Conditions - Producer and Veterinarian

- 4.1 This agreement shall be governed by and interpreted in accordance with the laws in force in the Province of the Producer's real domicile or ordinary residence.
- 4.2 All samples collected from the Eligible Bovine shall become the sole property of the CFIA at the time the CFIA takes possession of the samples. The results of the tests conducted by the CFIA on such samples remain the sole property of the CFIA.
- 4.3 Any information collected under this agreement shall only be used for the purpose of the National BSE Surveillance Program and shall be treated in accordance with the *Access to Information Act* and *Privacy Act*.
- 4.4 In the event of a BSE positive test result, the Eligible Bovine or any other things will be handled in accordance with the CFIA's BSE response strategy under the *Health of Animals Act*. Under this Act, the Minister may order compensation to be paid to the owner of an animal or thing ordered destroyed by the CFIA.

5. Terms and Conditions - CFIA

- 5.1
 - a. In consideration of the services performed by the Producer under and in accordance with this agreement, and as a reimbursement in whole or in part for disposal costs incurred by the Producer under this agreement, the CFIA shall pay the Producer the amount of \$75 (*seventy five dollars*) plus all applicable taxes per Eligible Sample; and
 - b. Where applicable and in consideration of the services performed by the Veterinarian under and in accordance with this agreement, the CFIA shall pay the Veterinarian the amount equivalent to the fee charged and certified by the Veterinarian in section 4.3 of the Agreement Form. Such amount shall not exceed \$100 (*one hundred dollars*) plus all applicable taxes per Eligible Sample and shall be used to reduce the fee charged to the Producer for the veterinary services described above.
- 5.2
 - a. Payment shall be made to the Producer and, where applicable, to the Veterinarian, within 30 days following the date the CFIA receives the results of the tests conducted on the Eligible Sample.
 - b. Payment shall be made in accordance with applicable Treasury Board policies.
- 5.3 The CFIA reserves the right to withhold and recover any and all payment should the Producer or the Veterinarian fail to comply with the terms and conditions under this agreement.
- 5.4 The CFIA reserves the right to modify any term or condition of this agreement to reflect the conditions and requirements of its national BSE Surveillance Program and reimbursement policy, as amended from time to time.