



National Bovine Spongiform Encephalopathy (BSE) Surveillance Programs

Terms and Conditions

SCHEDULE A

In Alberta, in accordance with a pilot project effective July 1, 2008, eligible applicants must meet the terms and conditions of both Schedule A and Schedule B to qualify for federal reimbursement under this 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 grounds 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 behaviour 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 behaviour, abnormal ear position, nervous of entrances, teeth grinding, aggression.

“Producer” shall mean the producer identified in the Canada and Alberta BSE Surveillance Programs General Information Form.

“Veterinarian” shall mean the veterinarian identified in Canada and Alberta BSE Surveillance Programs General Information Form.



2. Terms and conditions - Producer

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

- A. Complete both the Canada and Alberta BSE Surveillance Programs General Information Form and Part A, the Agreement Form of the National Bovine Spongiform Encephalopathy (BSE) Surveillance Program to the satisfaction of the CFIA;
- B. Where the age of the bovine cannot be verified to be 30 months or greater on the basis of an examination of dentition, provide additional documents 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 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 Eligible Bovine and all portions shall not be sent to human or animal food pending these test results. 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 Eligible Bovine and all portions thereof in accordance with federal, provincial and municipal requirements, and where applicable, as directed by CFIA.

3. Terms and Conditions - Veterinarians

The Veterinarian shall, in consideration of a payment by the Producer and set out in article 5 of Schedule A:

- A. Complete both the Canada and Alberta BSE Surveillance Programs General Information Form and Part A, the Agreement Form of the National Bovine Spongiform Encephalopathy (BSE) Surveillance Program 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 Alberta.
- 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 the *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 preformed 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 \$75.00 (seventy-five dollars) plus all applicable taxes per Eligible Sample; and
- b. Where applicable and in consideration of services preformed 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 2.4 of the Agreement Form. Such amount will not exceed \$100.00 (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 thirty (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, Government of Canada



- 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.