

Nova Scotia Fruit Growers' Association
Agricultural Centre
Kentville, Nova Scotia
B4N 1J5

Re: Second Orchard Renewal Program (ORP)
Applicant's Letter of Agreement

Attn: Honeycrisp Orchard Renewal Program (HCORP) Steering Committee (SC)

By submitting this Letter of Agreement, I, the undersigned ORP applicant,

1. certify, to the best of my knowledge and ability, that the information provided on my ORP application form and in the supporting documents, and in future in connection with the application, is complete, true and correct;
2. understand and agree to abide by the Nova Scotia Fruit Growers' Association's (NSFGA) HCORP Technical & Administrative Guidelines revised Apr 16/09, if my application is approved in whole or in part;
3. agree to pay royalties on all of the patented varieties I plant under the ORP;
4. consent to the audit and verification of the information provided on my application form and in future in connection with my ORP application, such audit and verification to be performed by the NSFGA or the Nova Scotia Department of Agriculture (NSDA), or other parties, chosen by the program administration for audit and verification purposes;
5. consent to the use and disclosure of the information provided on my application form and in future in connection with the application by officials of the NSDA and officials of any other farm program offered by a federal or provincial government or agency to other government departments and agencies and cooperating funding partners, where the information is relevant for the purposes of audit, analysis, evaluation, program development and determining assistance payments;
6. consent to the disclosure by third parties, including federal and provincial government programs and financial institutions, to the NSDA of any information that is relevant to the audit and verification of information provided in connection with this application;

7. agree to repay any overpayment amount received under the program if adjustment or audit shows the amount received exceeds the funding to which I am entitled under the terms of the program;
8. consent to the release of my name and the amount of any support received under the program as public information, to be actively disseminated by the NSDA; and
9. acknowledge that any other information provided, unless disclosed in the manner and for the purposes to which I have consented above, will be subject to the confidentiality and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*.
10.
 - 10.1 The applicant certifies as the land owner that he/she intends to maintain, to the satisfaction of the HCORP Steering Committee, the ORP planting as a commercial orchard operation for a minimum period of ten years from the date of establishment of the planting. If this agreement is not upheld, the applicant agrees to repay to the NSFGA the ORP grant funds received by the applicant.

AND/OR

10.2 The applicant certifies as the lessee of the orchard that both the applicant and the land owner intend to maintain, to the satisfaction of the HCORP SC, the ORP planting as a commercial orchard operation for a minimum period of ten years from the date of establishment of the planting. If this agreement is not upheld by either the landlord or the lessee, at the discretion of the HCORP SC, the applicant agrees to repay to the NSFGA the ORP grant funds received by the applicant.

Applicant's Signature _____ **Date** _____

Witness _____ **Date** _____

Where the landowner's signature is required, the landlord certifies that he/she intends to maintain, to the satisfaction of the HCORP SC, the ORP planting as a commercial orchard operation for a minimum period of ten years from the date of establishment of the planting.

Land Owner's Signature (if required) _____ **Date** _____

Witness: _____ **Date** _____