

## **2024 OMAFRA-DFO Administrative Agreement**

This Agreement in effect the 1st day of April, 2024

**Between:**

**His Majesty the King in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs (hereinafter referred to as the “Minister”)**

**-and-**

**Dairy Farmers of Ontario, a marketing board continued under Regulation 760, R.R.O 1990 under the *Milk Act* (hereinafter referred to as the “Administrative Authority”)**

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## RECITALS

**WHEREAS** the *Milk Act*, provides that the Minister may designate by regulation provisions of the Act and its regulations as Designated Legislation to the extent that the designed legislation relates to the quality of milk or cream.

**AND WHEREAS** the Minister may also designate, by regulation, one or more administrative authorities for the purpose of administering and enforcing Designated Legislation.

**AND WHEREAS** the Minister shall not designate an administrative authority until the Minister and the authority enter into an administrative agreement;

**AND WHEREAS** in 1998, the Minister did designate Designated Legislation and entered into an administrative agreement with the Administrative Authority, and the parties amended the agreement in 2009 and 2010.

**AND WHEREAS** the Administrative Authority is both a marketing board under the *Milk Act* and a designated administrative authority under the *Milk Act*, and it is recognized that this agreement governs the role of the administrative authority and not the role of a marketing board;

**AND WHEREAS** the Minister is accountable to the people of Ontario as a member of the Legislative Assembly and to the Legislative Assembly as a Minister of the Crown in right of Ontario;

**AND WHEREAS** the Administrative Authority is accountable to the Minister and the government for its role as a designated administrative authority under the *Milk Act*;

**AND WHEREAS** the Administrative Authority provides valuable information to the government regarding the operational effectiveness of the Act and that both parties acting in the public interest are dependent on a collaborative relationship;

**AND WHEREAS** the Administrative Authority provides information to the Minister which is critical to the role of the Ministry of the Minister in administering provisions of the *Milk Act* which are not Designated Legislation.

**AND WHEREAS** the Minister and the Administrative Authority recognize the benefit of maintaining a strong collaborative relationship and the importance of resolving any disagreements as amicably and expeditiously as possible;

**AND WHEREAS** the Administrative Authority is not a Crown agent, is self-funded and is not self-regulating;

**AND WHEREAS** the Minister and the Administrative Authority intend to exercise their powers and duties under the Act in such a manner as to protect the public interest and carry out and perform this Agreement in a manner consistent with the objective of ensuring a fair, safe and informed marketplace that supports a competitive economy;

**NOW THEREFORE** in consideration of the promises and the mutual covenants contained in this Agreement and subject to the terms and conditions hereof, the parties hereby enter into this administrative agreement to govern the continuing relationship between the parties;

## **1. PURPOSE OF AGREEMENT**

This Agreement between the Minister and the Administrative Authority:

- a) Clarifies the roles, duties and responsibilities of the Minister and the Administrative Authority in relation to the administration of the Designated Legislation; and
- b) Clarifies the administrative, financial, auditing, accountability, legislative and regulatory development, and working and reporting relationships between the parties.

## **2. DEFINITIONS AND INTERPRETATION**

### **2.1 In this Agreement**

- a) "Act" or "*Milk Act*" means the *Milk Act* RSO 1990, as it may be amended from time to time, and includes regulations made under the Act;
- b) "Administrative Authority" means the Dairy Farmers of Ontario as continued under Regulation 760 under the *Milk Act*;
- c) "Agreement" means this Administrative Agreement, all attached schedules and any agreement or schedule in writing supplementing or amending this Administrative Agreement or any of its schedules;
- d) "Board" means the board of members of the Dairy Farmers of Ontario as elected or appointed pursuant to Regulation 760 under the *Milk Act*;
- e) "Chair" means the Chair of the Board;
- f) "Commission" means the Farm Products Marketing Commission continued under section 12 of the *Ministry of Agriculture, Food and Rural Affairs Act*;

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- g) "Crown" means His Majesty the King in Right of the Province of Ontario;
- h) "Designated Legislation" means the provisions of the *Milk Act* and regulations made thereunder in respect of the quality of milk or cream designated or pending designation by the Minister, as amended from time to time, and includes any regulations made by the administrative authority under a delegation of authority from the Commission under section 19.1 of the *Milk Act*;
- i) "OMAFRA Director" means the person appointed by the Minister as Director for the purposes of the provisions of this Act and its regulations for which the administration and enforcement are not delegated to the Dairy Farmers of Ontario under Ontario Regulation 121/98 and this agreement;
- j) "Minister" means the Minister of Agriculture, Food and Rural Affairs, or such other member of the Executive Council as may be assigned the administration of the Act under the *Executive Council Act*;
- k) "Ministry" means the Ministry of the Minister;
- l) "Compositional Testing" means the testing of milk for milk-fat, milk protein, and other milk solids as described in subsection 57(1) of Regulation 761, made under the *Milk Act*;
- m) "Conflict of Interest" includes, but is not limited to, any situation or circumstance where conduct which would violate requirements of Ontario Regulation 381/07 [Rules for Current and Former Public Servants] made under the *Public Service of Ontario Act, 2006* if performed by a person employed under Part III of the *Public Service of Ontario Act*;
- n) "Freezing Point Estimate" means the qualitative presumptive indirect test used to estimate the freezing point of a fluid milk sample using an infrared beam and conductivity; and
- o) "Sample Data" means laboratory testing results received from raw milk or water sampling, in a form that identifies and is traceable in time and place to the original milk producer that the Administrative Authority collects, or administers the collection of, under the authority of the *Milk Act* and its regulations or whose collection is delegated to the Administrative Authority by the Crown under this Agreement and also includes somatic cell counts and freezing point estimates, but does not include the results of Compositional Testing.

## **2.2 In this Agreement, for the purpose of interpretation:**

- a) Words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- b) The word “including” or “includes” shall mean “including (or includes) without limitation”;
- c) Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;
- d) The division of this Agreement into separate sections and subsections, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and
- e) This Agreement should be read together with the *Milk Act*. This Agreement does not affect, modify or limit the powers of the Administrative Authority as set out in the Act in its role as a marketing board, or interfere with responsibilities of any of its parties as established by law.

## **2.3 Powers and Responsibilities:**

- a) The powers and responsibilities of the Minister set out in this Agreement may be exercised by the Minister, the Deputy Minister of the Ministry or another authorized staff person or official of the Ministry; and
- b) Where a power or duty is assigned to the OMAFRA Director, they may consult within OMAFRA up to and including the Minister in carrying out that role.

## **3. DESIGNATIONS AND DELEGATED ADMINISTRATION**

- a) The parties acknowledge that responsibility for the administration of the provisions of the Act designated as Designated Legislation in Ontario Regulation 121/98 [Administration and Enforcement of Regulation in Respect of the Raw Milk and Cream Quality Program] made under the *Milk Act* has been designated to the Administrative Authority. For greater clarity, a copy of Ontario Regulation 121/98 is attached as Schedule “A” to this Agreement. If there is a conflict between Schedule “A” and Ontario Regulation 121/98, the regulation shall prevail;
- b) The Administrative Authority has assumed responsibility for the administration of all provisions in the Act provided for in the designation; and
- c) The Statutory Mandate of the Administrative Authority is established by the Act.

## 4. ACCOUNTABILITY RELATIONSHIPS

- a) The Minister is accountable to the Legislative Assembly for the fulfilment of the Statutory Mandate by the Administrative Authority; and
- b) The Board is accountable to the Minister through the Chair and CEO, for the performance of the Administrative Authority.

## 5. ROLES OF THE PARTIES

### 5.1 The Minister

- a) The Minister is responsible for the Administrative Authority's fulfilment of its Statutory Mandate. For this purpose, the Minister requires timely access to information from the Administrative Authority as set out in the Information Sharing Protocol, attached as Schedule "B";
- b) The Minister may engage the Administrative Authority in coordinating public and stakeholder communications regarding any proposed legislative, regulatory or policy changes;
- c) The Minister may provide the Administrative Authority with an annual letter outlining the government's expectations and priorities with respect to the Administrative Authority's administration and enforcement of the designated legislation during the specified fiscal year. The letter would provide measurable expectations from the Minister that align with the Administrative Authority's mandate in administering and enforcing designated legislation, as well as government priorities and commitments;
- d) The Minister may, where the Minister deems appropriate, delegate, make or assign to the Administrative Authority such additional authority, appointments or consents as are within the Minister's authority, if the Administrative Authority requires such additional authority, appointments, or consents to carry out its Statutory Mandate;
- e) The Minister shall make reasonable efforts to meet with the Chair and CEO from time to time;
- f) The Minister shall, where the Minister deems appropriate, review the activities of the Administrative Authority in relation to its administration and enforcement of the Designated Legislation; however, the Minister shall not interfere with the actual independent exercise of the statutory functions fulfilled by the Administrative Authority's applicable statutory officials [e.g field persons, statutory director or deputy directors] and other officers exercising statutory and regulatory duties. This does not preclude OMAFRA staff from accompanying statutory officials to observe practices for oversight purposes;



- g) The Minister shall, where the Minister deems appropriate, consult with the Administrative Authority on communication strategies for critical and/or ongoing issues;
- h) The Minister shall, where the Minister deems appropriate, liaise with the Administrative Authority and the Ministry of the Solicitor General to communicate, coordinate and direct activities related to emergency response preparedness; and
- i) The Minister may delegate responsibility for carrying out some of their duties to staff within OMAFRA.

## 5.2 The Administrative Authority

- a) The Administrative Authority shall, carry out its delegated administration and enforcement in accordance with law, this Agreement, the Designated Legislation and sections 2.1 to 2.10 of the *Milk Act*;
- b) The Administrative Authority shall, make and maintain all statutory appointments required or contemplated by the program legislation including the appointment of a Director Under the *Milk Act* who shall appoint fieldpersons under section 2.2 of the Act;
- c) The Administrative Authority, through the CEO, shall ensure that the Board is aware of the terms of this Agreement;
- d) The Administrative Authority is responsible for ensuring that it has adequate resources, including financial resources, to comply with this Agreement, the Act, and other applicable law, and for acting in accordance with the business plan that it has provided to the Minister under section 8.1 of this Agreement. Noting that funding for laboratory testing may be provided under a separate agreement;
- e) The Administrative Authority is responsible for developing and maintaining an up-to-date written policies and procedures manual for its administration and enforcement of the Designated Legislation;
- f) The Administrative Authority is responsible for developing, maintaining and making available to the OMAFRA Director upon request, up-to-date written procurement policies and procedures for its administration and enforcement of the Designated Legislation in keeping with the spirit and principles of the most recent Ontario Public Service Procurement Directive to ensure that goods and services, including consulting services, information technology and laboratory services are acquired through a process that is fair, open and transparent;

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- g) The Administrative Authority is responsible for developing and maintaining appropriate performance measurements, governance, and financial management processes for its administration and enforcement of the Designated Legislation with sound internal controls to conduct the Administrative Authority's operations effectively and efficiently;
- h) The Administrative Authority is responsible for developing, maintaining and making available to OMAFRA, DFO's producers and upon request to the public up-to-date written policies and procedures for de-escalating, responding to and assisting in the resolution of complaints by aggrieved persons, received by the Administrative Authority related to its administration of the Designated Legislation in accordance with review requirements under the Ministry of Agriculture, Food and Rural Affairs Act;
- i) The Administrative Authority is responsible for providing the OMAFRA Director with timely information in relation to the administration and enforcement of the Designated Legislation as requested by the Director (including information required by the Director for the Minister) and shall also provide the information identified in the Information Sharing Protocol attached as Schedule "B";
- j) When able and appropriate, the Administrative Authority shall coordinate its enforcement activities in relation to the investigation of serious incidents with the enforcement activities of other provincial and federal enforcement authorities;
- k) When engaged by the Minister, in accordance with clause 5.1(b) and (g), the Administrative Authority shall participate in:
  - i) coordinating public and stakeholder communications regarding any proposed legislative, regulatory or policy changes; and
  - ii) the development of communication strategies for critical or on-going issues;
- l) The Administrative Authority shall, participate in emergency response preparedness and measures related to its administration and enforcement of the Designated Legislation as directed by the Minister, the Solicitor General, including but not limited to:
  - i) providing information required for emergency response purposes including producer and transporter location and numbers;
  - ii) participating in emergency response preparedness training and practice exercises; and
  - iii) carrying out emergency measures in situations where monitoring and control in relation to dairy cattle will assist in the overall emergency response.
- m) The Administrative Authority shall, provide services related to the delegated administration and enforcement in English and in French.

- n) The Administrative Authority shall post to their public facing website, a description of their role as a Delegated Administrative Authority in administering and enforcing the designated legislation.

## **6. CONFLICT OF INTEREST AND CODE OF CONDUCT**

- a) The Administrative Authority shall:
  - i) Create a conflict of interest policy and provide to OMAFRA Director upon request;
  - ii) avoid any Conflict of Interest in the performance of its obligations under this Agreement;
  - iii) disclose to the Crown without delay any actual or potential Conflict of Interest that arises during the performance of its obligations; and
  - iv) comply with any requirements that the Crown deems necessary to resolve any Conflict of Interest;
- b) The Board shall adopt a binding code of conduct for the Board members to prevent the possibility of any Board member advancing his or her personal or business interests, or the interests of another person or organization, ahead of the interests of the Administrative Authority. The code of conduct for Board members, as it may be amended from time to time, is subject to the review of the OMAFRA Director. Upon review by the OMAFRA Director, such code shall be attached to this Agreement as Schedule "C"; and
- c) The Board shall have a method to oversee the conduct of board members to ensure they are conducting themselves in accordance with the binding code of conduct as set by the Board.

## **7. ANNUAL GENERAL MEETING**

- a) The annual general meeting, at which the Board shall present its annual report and audited financial statements, and report to the members of the Administrative Authority on the affairs of the Administrative Authority for the immediately preceding year, shall be open to any person who is subject to the designated legislation and the Board shall make reasonable efforts to inform the persons regulated under the designated legislation of such meeting.

## **8. RAW MILK QUALITY BUSINESS PLAN AND ANNUAL REPORT**

- a) The Administrative Authority shall enable the OMAFRA Minister to review and comment on the draft business plan and annual report, within a reasonable time period, estimated to be approximately twenty (20) days from the receipt of the documents, under normal circumstances, and prior to final approval of the Board. Noting that financial reports provided at this time may not be audited;

- b) The Administrative Authority shall make its business plan and annual report available in English and French to the public facing portion of their website;

## 8.1 Business Plan

- a) The Administrative Authority shall provide the OMAFRA Director with a business plan (as described in Schedule “D”) as it relates to the administration and enforcement of the Designated Legislation, for the forthcoming year, no later than thirty (30) days after the end of the current fiscal year for the Administrative Authority.
- b) The Administrative Authority shall include performance targets in the annual business plan, and upon request by the Director.

## 8.2 Annual Report

- a) The Administrative Authority shall provide the OMAFRA Director within 90 days or such greater period of time as the Director may agree of the end of its fiscal year and annually thereafter, an annual report in respect of its administration and enforcement of the Designated Legislation that complies with Schedule “D”;
- b) The Administrative Authority shall meet with OMAFRA staff at a mutually agreement time and place, to present the annual report;
- c) The Administrative Authority shall develop a plan for measuring client satisfaction with their administration and enforcement of the Designate Legislation on a regular basis. The Administrative Authority shall conduct the activities described in the plan and shall share a summary of the plan and associated results with the OMAFRA Director;
- d) The Administrative Authority shall have a risk management plan that complies with Schedule “D”;
- e) The Administrative Authority shall establish performance measures regarding the administration of the Delegated Legislation, subject to review of the Director within one year of signing this agreement. This stable set of performance measures will reflect the regulated sector and enable a year-to-year comparison. Where a year-to-year comparison is not possible because of a change in performance measures, the Administrative Authority shall give the Director sufficient information to enable a proximate comparison of the changed performance measure; and
- f) Where the Administrative Authority does not meet any one or more of its performance targets, as set out in the Business Plan, the Administrative Authority shall identify any variance from the target and provide a written rationale to the Director (details are listed in Schedule “D”).

## 9. BOARD

- a) The parties acknowledge that the composition and method of selection of members of the Board is prescribed by Regulation 760 under the *Milk Act*, and that the Board is subject to Ontario Regulation 209/99 under the Act, prescribing by-laws for regulating the government of the Board and the conduct of its affairs;
- b) The parties further acknowledge that subsection 3(5.1) of the *Milk Act* authorizes the Board to make by-laws that are consistent with the Act, the regulations prescribing by-laws for the Board and the regulated marketing plan under which the Board is constituted, as amended from time to time;
- c) The Administrative Authority agrees that the position and functions of the Director under subsection 2.1(2) of the *Milk Act* and persons appointed by the Director under subsection 2.1(5) of the Act shall be exercised by appointees of the Administrative Authority and the Director and will not be exercised by the Board or a member or members of the Board; and
- d) The Administrative Authority acknowledges that the Director and persons appointed by the Director under subsection 2.1(5) of the Act exercise statutory duties which require independent decision-making and, for that purpose, the Administrative Authority agrees that:
  - i) the Board shall not interfere with the independent exercise of these statutory functions but reserves the right to review how those functions are carried out, consistent with its duty to supervise the management of the business affairs of the Administrative Authority; and
  - ii) the Administrative Authority shall ensure that the Director and persons appointed by the Director are aware of their obligation to carry out their statutory duties in respect of the delegated administration and enforcement independently, impartially and in accordance with the law.

## 10. REGULATORY GOVERNANCE

- a) The Board shall be responsible for carrying out the following regulatory governance functions:
  - i) reviewing the adequacy and effectiveness of the Administrative Authority's enforcement to ensure compliance with the Designated Legislation;
  - ii) reviewing implementation of and reporting on the enforcement of the Designated Legislation; and
  - iii) providing strategic advice to the Minister on potential or proposed legislative or regulatory changes.

## 11. FINANCIAL TERMS

- a) The Administrative Authority shall ensure that it has adequate resources to comply with this Agreement, the Designated Legislation and sections 2.1 to 2.10 of the *Milk Act* and to exercise any powers delegated to it by the Commission under section 19.1 of the *Milk Act* in accordance with the business plan that it has provided to the Minister under section 8.1 of this Agreement. Noting that the administrative authority may receive some funding for laboratory testing as addressed under a separate agreement;
- b) The Administrative Authority acknowledges that it cannot collect or retain as revenue any fines imposed by a Court under the *Milk Act* further to proceedings to enforce Designated Legislation taken by the Administrative Authority under the *Provincial Offences Act*, R.S.O. 1990 Chapter P.33, as amended;
- c) The Administrative Authority further acknowledges that:
  - i) the Farm Products Marketing Commission has the authority under subsections 19(1) and (5) of the *Milk Act* to make regulations establishing fees, administrative penalties, costs or other charges and charges in respect of the quality of milk or cream and determining to whom such fees, penalties, costs and charges are paid and the purposes for which they may be used;
  - ii) the Administrative Authority may develop its own regulations under subsection 19.1 of the *Milk Act* establishing fees, administrative penalties, costs or other charges related to its delegated administration and enforcement of Designated Legislation if and to the extent that such regulation-making powers are expressly delegated to it by the Commission under section 19.1 of the Act, and providing that any such regulations are made in accordance with the terms of the Commission's delegation; and
  - iii) the Administrative Authority may collect and use any fees, penalties, costs or charges in respect of the quality of milk that are established by the Commission or the Administrative Authority in regulations made under section 19.1 of the *Milk Act* if specifically authorized to do so by the Commission in regulations made under section 19(5) of the Act, providing that its collection and use of any such monies is in compliance with the terms of the Commission's regulation;
- d) The parties acknowledge that at the time of signing this agreement, the Farm Products Marketing Commission has delegated to the Administrative Authority under clause 19.1(1)(b) of the *Milk Act* certain powers to make regulations that relate to fees, penalties, costs or charges in respect of Designated Legislation for which the administration and enforcement are delegated to the administrative authority;
- e) The parties agree that if there is a significant change in the requirements of the Designated Legislation, the Minister shall, at the request of the Administrative

Authority, review the Administrative Authority's financial resources and requirements for carrying out the administration and enforcement of the Designated Legislation; and

- f) The parties shall agree to such financial terms as are necessary or advisable in the event of a wind-up or termination of the Administrative Authority as described in section 19 of this Agreement.

## 12. RECORDS, PRIVACY AND ACCESS

- a) To the extent permissible by law, and subject to specific requirements set out in this agreement, including clauses (b) – (e) below, all records obtained from any source, created, or maintained by the Administrative Authority in the course of carrying out its administration of the Act are the property of the Administrative Authority and the Administrative Authority is the sole owner and custodian of such records and may use them for its legitimate purposes in the administration of the Act;
- b) All records that are the property of the Administrative Authority shall be maintained in keeping with the records retention and destruction schedules established by the Administrative Authority;
- c) The Administrative Authority shall have an access and privacy code addressing issues of access to its records, protection of personal information, and effective procedural rights and remedies. This code shall protect privacy and provide access in accordance with the principles of the *Freedom of Information and Protection of Privacy Act* and provide an effective procedure in support of these principles. Upon approval by the Minister, the code shall be attached to this Agreement as Schedule "E";
- d) The Administrative Authority shall comply with the access and privacy code referred to in clause (c), and shall make the code available to the public, including by posting on the Administrative Authority's publicly accessible website; and
- e) The Administrative Authority shall obtain the OMAFRA Director's approval of any changes to the access and privacy code.

## 13. DATA ACCESS

- a) All Sample Data and any data derived from data provided by the Crown to the Administrative Authority shall not be used by the Administrative Authority, its directors, employees, agents, subcontractors or affiliates for any purpose other than the purposes for which it was collected under the *Milk Act*.

- b) The Sample Data report shall be provided to OMAFRA on a monthly basis in the form of the template agreed upon by OMAFRA and the Administrative Authority and appended to this agreement as Schedule “F” Monthly Quality Data Report. Schedule “F” Monthly Quality Data Report.

### **13.1 Understand the Crown’s Right to Access Data**

- a) The Administrative Authority will ensure that their directors, officers, employees, agents, partners, affiliates, volunteers, contractors or subcontractors understand and respect the Crown's right to access Sample Data and audit the methods by which Sample Data is stored, collected and utilized.

### **13.2 Crown's Unencumbered Right to the Sample Data**

- a) The Crown claims an unencumbered right to access the Sample Data which is collected by the Administrative Authority, its agents, contractors, subcontractors employees, partners, affiliates, directors, officers, or volunteers, traceable to the farm origin. This claim includes but is not limited to the right for the Crown to use, transfer, distribute, copy, and retain the Sample Data, in any format the Crown chooses.

### **13.3 No Restrictive Material in Sample Data**

- a) The Administrative Authority shall not incorporate into any of the Sample Data anything that would restrict the right of the Crown or its agents to trace, identify, further develop or otherwise use the Sample Data in any way that the Crown or its agents deems necessary or that would prevent the Crown or its agents from entering into any contract with any contractor for the further development of or other use of the Sample Data; and
- b) Crown's Right to Audit Sample Data and its Collection and Use. The Crown reserves the right to audit the method used to collect, store and utilize the Sample Data in order to fulfill its due diligence obligations as the delegator of the authority to collect the Sample Data and its own obligations under the *Milk Act* and its Regulations.

### **13.4 Freezing Point Estimate**

- a) Freezing Point Estimate calculation is not permitted for use in determining compliance under the *Milk Act* and its regulation. Freezing Point Estimate calculation is not an approved test method under the *Milk Act* for compliance and enforcement. Whenever Freezing Point Estimate data is published or presented (regardless of the forum or format) in any form that the public may or could have



access to, a notice indicating the following must be included with the data:

"The Freezing Point Estimate is not an official method. Further specific testing would be needed to determine compliance with the standards under the *Milk Act*".

- b) For every sample where Freezing Point Estimate data represents an abnormal freezing point, the sample shall be identified and promptly tested for abnormal freezing point in accordance with section 52 of Regulation 761. It shall be the responsibility of the Administrative Authority to ensure that all such milk samples are traceable in time and to the farm of origin and properly protected and preserved to allow for abnormal freezing point testing to occur by the official method at the laboratory approved by the OMAFRA Director.

## 14. RAW MILK QUALITY INSPECTION RESULTS

- a) DFO shall provide monthly summaries in the form of Schedule "F" Monthly Quality Data Report. Additional information of specific results can be made upon request by OMAFRA where necessary to meet OMAFRA operational needs.

## 15. LITIGATION

- a) The following provisions address any litigation arising after or as a result of the Administrative Authority's designation;
- b) Civil and administrative litigation, related to the Designated Legislation in which the Minister or the Crown is a defendant or an interested party, which was commenced prior to March 17, 1998 or which was commenced after that date but which relates in whole or in part to any event, act or omission, or to any alleged act or omission, occurring prior to that date, shall be defended or otherwise carried out by the Minister or the Crown unless otherwise required by law or the parties expressly agree otherwise, and the Minister or the Crown shall be responsible for all costs of the litigation and for the payment of any damages, subject to order of the Court or agreement of the parties otherwise. The parties agree that the Administrative Authority reserves its right to defend or otherwise carry out any such litigation on its own behalf and at its own cost where it determines that it has an independent interest in the litigation;
- c) The Administrative Authority shall cooperate with the Minister or the Crown as the case may be for the purpose of the Minister's or the Crown's defence or other participation in the litigation referred to in clause (b) including, providing documentation or information and providing witnesses in such litigation, where appropriate;

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- d) Civil and administrative litigation, including inquests, related to the Designated Legislation in which the Minister or the Crown is a defendant or an interested party, as a result of any alleged act or omission of the Administrative Authority in its administration or enforcement of any of the Designated Legislation and which was commenced after March 17, 1998 shall be defended or otherwise carried out by the Administrative Authority (with full right and power to choose legal counsel and with full right and power to reach a settlement which binds the Administrative Authority and, with the Crowns' consent, binds the Crown), unless the parties expressly agree otherwise. The Administrative Authority shall be responsible for all costs of the litigation and for the payment of any settlement costs agreed to and payable by it and any damages awarded against it, as a result of any act, omission or fault of the Administrative Authority, subject to order of the Court or agreement of the parties otherwise. The parties agree that the Minister or the Crown reserves its right to defend or otherwise carry out any such litigation on its own behalf and its own cost where it determines that it has an independent interest in the litigation;
- e) Any proceedings, and any civil, criminal or administrative litigation including inquests, not related to the Administrative Authority's administration and enforcement of the Designated Legislation, in which the Minister or the Crown is a defendant or an interested party, arising from or in any way connected with any activity undertaken by, or alleged act or omission of the Administrative Authority, shall be defended or otherwise carried out by the Administrative Authority. The Administrative Authority shall be responsible for all costs of the proceedings or litigation and for the payment of any settlement costs agreed to and payable by it and any damages awarded against it. The parties agree that the Minister or the Crown reserves the right to defend or otherwise carry out any such proceedings or litigation on its own behalf and its own cost where it determines that it has an independent interest in the proceedings or litigation;
- f) The Minister or the Crown shall cooperate with the Administrative Authority for the purpose of the Administrative Authority's defence or other participation in the litigation referred to in clause (d) and (e) including, without limiting the generality of the foregoing, providing documentation or information and providing documentation or information and providing witnesses in such litigation, where appropriate;
- g) The Administrative Authority shall carry out all prosecutions related to the administration and enforcement of the Designated Legislation on its own behalf and in its own name, all in accordance with, pursuant to and in furtherance of the obligations of the Administrative Authority to administer the Designated Legislation. The Administrative Authority shall develop policies for the conduct of prosecutions that accord with the principles set out in any Ministry of the Attorney General prosecution-related policies, guidelines, codes or similar documents provided to it by the Minister. In carrying out prosecutions related to the Designated Legislation,

the Administrative Authority shall conduct prosecutions in the public interest and in a manner consistent with such policies;

- h) The Minister shall keep the Administrative Authority informed of any litigation by or against the Minister or Crown or in which the Minister or Crown is an interested party that may affect the interests of the Administrative Authority in its administration and enforcement of the Designated Legislation; and
- i) The Administrative Authority shall keep the Minister informed of any litigation by or against the Administrative Authority or in which the Administrative Authority is an interested party that may affect the interests of the Minister or Crown.

## 16. INDEMNIFICATION

- a) The Administrative Authority indemnifies the Minister in respect of damages and costs incurred by the Minister for any act or omission of the Administrative Authority or its members, officers, Board members, employees or agents in the exercise or performance or intended exercise or performance of their duties or powers in the administration and enforcement of the Designated Legislation, or the Agreement or for any act or omission otherwise connected to the Designated Legislation or the Agreement;
- b) This indemnification survives termination of this Agreement for the maximum period permitted by law or contract; and
- c) The Administrative Authority agrees that the Crown is not liable for any loss, bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Administrative Authority, its members, appointees, officers, employees or agents related to, occasioned by, or in anyway attributable to the Administrative Authority's carrying out of its delegated administration and enforcement under this Agreement, sections 2.1 to 2.10 of the *Milk Act* or the Designated Legislation unless the loss, injury, or damage is caused by the negligence or willful misconduct of a Crown employee while acting within the scope of his/her employment.

## 17. INSURANCE

- a) The Administrative Authority shall take all reasonable steps to protect itself from and against all claims which might arise from the carrying out of its delegated administration and enforcement of the Designated Legislation and the exercise or performance of its duties under the Designated Legislation by the Administrative Authority, its members, officers, employees and agents. The Administrative Authority shall at all times maintain adequate insurance against liability arising out

of the Administrative Authority's carrying out of the administration of the Designated Legislation, the exercise or performance of its duties or powers under the Act and this Agreement including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5 Million inclusive per occurrence, \$5 Million products and completed operations aggregate. The policy is to include the following:

His Majesty the King in Right of Ontario as represented by the Minister as additional insureds with respect to liability arising in the course of the performance of the Administrative Authority's obligations under the Act in connection with the Designated Legislation;

- i. cross-liability clause;
  - ii. thirty (30) day written notice of cancellation, termination or material change; and
  - iii. non-owned automobile coverage with blanket contractual coverage for hired automobiles;
- b) The Administrative Authority shall provide the Minister with certificates of insurance or other proof as may be required by the Minister, that confirms all of the insurance coverage as provided for in clause (a), and renewal replacement or before the expiry of any such insurance; and
- c) If the Crown or the Commission impose an obligation on the Administrative Authority by obtaining the enactment of legislation, making a regulatory change or otherwise, which gives rise to exposure to liability on the part of the Administrative Authority for which the Administrative Authority cannot reasonably obtain appropriate liability insurance, the Administrative Authority shall provide immediate notice to the Minister in writing of the uninsured risk and the Administrative Authority and the Minister shall identify appropriate measures to resolve the issue to the satisfaction of both parties. Where government approval is required, the Minister shall make reasonable efforts to obtain the necessary approvals.

## **18. CODE OF CONDUCT FOR COMPLIANCE PERSONNEL**

- a) The Administrative Authority shall develop a code of conduct for its compliance personnel relating to the Administrative Authority's compliance and enforcement responsibilities under the Designated Legislation that is in keeping with the spirit and principles of the most recent Ontario Public Service Regulators' Code of Practice; and
- b) The Administrative Authority shall provide its code of conduct to the OMAFRA Director, as it is updated from time to time, and made available to the public upon request.

## **19. REVOCATION OR RESTRICTION OF THE ADMINISTRATIVE AUTHORITY'S ADMINISTRATION**

- a) Without limiting the powers of the Minister under the *Milk Act* or otherwise, the revocation or restriction of the Administrative Authority's authority to administer and enforce the Designated Legislation may result from the failure of the Administrative Authority to comply with the Designated Legislation, or the Agreement or may occur if the Minister considers it advisable in the public interest to revoke or restrict the Administrative Authority's designation;
- b) The Administrative Authority may request the Minister to revoke or restrict its designation and in that case the Minister shall, by regulation, revoke or restrict the designation on the terms it considers advisable in the public interest;
- c) If the Administrative Authority fails to comply with the Designated Legislation, or the Agreement, the Minister shall allow the Administrative Authority the opportunity of remedying its failure within the time period that the Minister considers reasonable in the circumstances;
- d) The parties shall use reasonable efforts to resolve financial and other issues resulting from a proposed revocation or restriction that impact the Crown or the Administrative Authority, in keeping with the principle of fairness in light of the nature of the termination; and
- e) Any agreement under clause (d) that may increase, directly or indirectly, the indebtedness or contingent liabilities of the Crown will require the prior written approval of the Minister of Finance, the President of the Treasury Board or both, as applicable, in accordance with section 28 of the *Financial Administration Act*, and will be subject to approval by Treasury Board. The Minister shall make reasonable efforts to obtain this and any other necessary approvals.

## **20. TERMINATION OF ADMINISTRATIVE AUTHORITY'S ADMINISTRATION**

- a) In the event of the termination of the Administrative Authority's authority to administer and enforce the Designated Legislation or any part thereof, the Minister may appoint a person(s) to oversee the termination for the purpose of ensuring the continued effective administration and enforcement of the Designated Legislation;
- b) In the event of:
  - i) the dissolution of the Administrative Authority by the Lieutenant Governor in Council under clause 6(1)(g) of the *Milk Act*;
  - ii) the bankruptcy or insolvency of the Administrative Authority; or

2024 OMAFRA-DFO Administrative Agreement

- iii) the appointment by the Lieutenant Governor in Council under clause 6 (1)(g) of the *Milk Act*, of the Commission or a trustee to carry out any powers of the Administrative Authority;

The Minister may appoint a person to liaise with the person(s) appointed by the Administrative Authority, or by the Lieutenant Governor in Council to oversee the dissolution, bankruptcy, or insolvency of the Administrative Authority or to carry out the Administrative Authority's powers to ensure the continued effective administration and enforcement of the Designated Legislation;

- c) Should any of the events in clause (a) or (b) occur,
  - i) the Administrative Authority shall provide to the Minister unfettered access to such systems, records, data, information and material as requested by the Minister and as are in the possession or control of or owned by the Administrative Authority in respect of the administration and enforcement of the Designated Legislation;
  - ii) all rights in the property described in clause (3)(a) shall vest in and become the property of the Crown, and the Administrative Authority shall immediately transfer such property to the Minister, unless the Minister directs otherwise; and
  - iii) the Administrative Authority shall cease or continue the administration and enforcement of the Designated Legislation in accordance with a termination plan approved by the Minister;
- d) The termination plan in subclause (c)(iii) shall include provisions for the transfer of any administration and enforcement of Designated Legislation from the Administrative Authority that has been terminated to any replacement or alternative administrative authority, or in the event that there is no replacement or alternative administrative authority, to the Minister;
- e) The Administrative Authority or its appointee shall keep the Minister informed of all matters of interest to the Minister or in the public interest which are necessary for the Minister to ensure the effective ongoing administration and enforcement of the Designated Legislation during the dissolution or other termination of the Administrative Authority or any of its delegated administration and enforcement, bankruptcy or insolvency, or during any period during which the Commission or a trustee has been appointed by the Lieutenant Governor in Council to carry out any of the powers of the Administrative Authority; and
- f) The provisions of this paragraph survive the termination of this Agreement for such period as is required to complete the termination of the Administrative Authority's delegated authority to administer and enforce the Designated Legislation in accordance with the termination plan approved by the Minister, and to effectively complete the transfer of the administration and enforcement to another

administrative authority or to the Minister.

## **21. DISPUTE RESOLUTION**

- a) The parties agree to use reasonable efforts to resolve any disputes that may arise out of or in connection with this Agreement or the administration or enforcement of the Designated Legislation.

## **22. COMMUNICATIONS AND INFORMATION SHARING**

- a) Each of the parties shall designate an administrator and an alternate who will be the primary contact for all issues or communications related to this Agreement, sections 2.1 to 2.10 of the Milk Act and the administration and enforcement of the Designated Legislation, except as otherwise provided for in this Agreement. A list shall also be provided identifying all staff, including their position, who work on specific issues as it relates to the administration and enforcement of the Designated Legislation. Contact information shall be maintained and updated annually or as often as required;
- b) The parties shall develop procedures for the sharing of information and the resolution of issues that may arise during the course of the Administrative Authority's administration of the Act. Upon approval by the OMAFRA Director, such procedures shall be attached to the Agreement as Schedule "B"; and
- c) In addition to the procedures set out in Schedule "B" the Administrative Authority shall not use any insignia or logo of His Majesty the King in right of Ontario. The Administrative Authority will obtain or execute any document reasonably required by the Crown to protect any insignia or logo of His Majesty the King in right of Ontario.

## **23. REVIEWS AND AUDITS**

- a) The Administrative Authority acknowledges that the Minister may require that:
  - i) policy, legislative or regulatory reviews related to the administration and enforcement of the Designated Legislation or this Agreement be carried out; and
  - ii) reviews of the Administrative Authority, its operations, or both, including performance, governance, accountability and financial reviews, be carried out;
- b) If the Minister requires the Administrative Authority or a person on behalf of the Administrative Authority to carry out a review mentioned in clause (a), the Administrative Authority shall share the results of any reviews with the Minister;

## 2024 OMAFRA-DFO Administrative Agreement

- c) If the Minister specifies another person or entity to carry out a review mentioned in clause (a), the Minister shall ensure that the person or entity consults with the Administrative Authority as appropriate during any such review;
- d) The Auditor General appointed under the Auditor General Act may conduct an audit of the Administrative Authority other than an audit required under the *Corporations Act*;
- e) Upon the Auditor General conducting an audit, the Administrative Authority shall provide the Auditor General and its employees access to all records and any information required to conduct the audit, with respect to the administration and enforcement of the Designated Legislation as may be requested by the Auditor General;
- f) The Administrative Authority shall forthwith notify the Minister upon receiving notice from the Auditor General of an audit conducted on the Administrative Authority; and
- g) The Administrative Authority shall cooperate in any review or audit required by the Minister or the Auditor General.

### **24. SEVERABILITY OF PROVISIONS**

- a) The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

### **25. WAIVER**

- a) If a party fails to comply with any term of the Agreement, that party may only rely on a waiver of the other party if the other party has provided a written waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

### **26. INDEPENDENT PARTIES**

- a) The Administrative Authority is not an agent, joint venture, partner or employee of the Crown, and the Administrative Authority shall not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.



## 27. ENTIRETY

- a) The Minister and the Administrative Authority agree that this Agreement and any schedules hereto, as amended from time to time in accordance with section 31 of this Agreement or subsection 2.3(3) of the *Milk Act* form the entire Agreement between the parties and supersede any previous understanding or agreement, collateral, oral or otherwise between them in the event of a conflict. Noting that the administrative authority may receive some funding for laboratory testing as addressed under a separate agreement which is not invalid because of this section.

## 28. ASSIGNMENT

- a) Neither the Administrative Authority nor the Minister shall assign this Agreement in whole or in part without the express written prior consent of the other.

## 29. JURISDICTION

- a) This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

## 30. CONFLICT

- a) In the event of a conflict between the provisions of this Agreement and the *Milk Act* or any other Act, the Act prevails.

## 31. AMENDMENTS

- a) The Minister and the Administrative Authority may add to, delete, vary, or amend the terms of this Agreement in writing, to be dated and signed by both parties and attached to this Agreement;
- b) The parties shall amend this Agreement as required to accommodate any changes to the Designated Legislation or to the *Milk Act*;
- c) Prior to any Minister's amendments or insertion or deletion of terms in this Agreement pursuant to subsection 2.3(3) of the *Milk Act* the parties shall make best efforts to negotiate such terms taking into account, where appropriate, the Administrative Authority's resources and the Minister shall provide the Administrative Authority with a time period that the Minister considers reasonable for the Administrative Authority to comply with the amended or inserted terms;
- d) Upon a change in the Minister or Chair of the Board, the new Minister or new

## *2024 OMAFRA-DFO Administrative Agreement*

Chair, as the case may be, must, within six months of the change, send a letter to the other party affirming their awareness of the Agreement in order to facilitate compliance with the requirements of the Agreement;

- e) The parties shall conduct a review of this Agreement within five (5) years of execution to ensure it is current. Despite the foregoing, either party may initiate a review of the Agreement when advisable in the public interest upon giving notice in writing to the other;
- f) In years where a review is not being conducted under clause (e) the parties shall meet at least once annually to discuss whether there are any immediate concerns with the operation of the agreement, and
- g) The Minister and the Administrative Authority agree, subject to any other provision or term of this Agreement, to give due consideration from time to time to do such acts and execute such amendments or documents as are within their power and as each reasonably requests of the other in order to give effect to carry out or facilitate the performance and carrying out of this Agreement.

### **32. PUBLIC DOCUMENT**

- a) The parties agree that this Agreement, including the Schedules hereto, and any amendments, shall be made available to the public by either party upon request to that party by any member of the public. The Administrative Authority shall post this Agreement on a publicly accessible part of its website within thirty (30) days of the effective date of this Agreement and thirty (30) days of execution of any amendments thereafter.

### 33. EFFECTIVE DATE

- a) This Agreement comes into effect on the later date of execution by the parties and will supersede and replace any prior administrative agreements made between the parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**Dairy Farmers of Ontario**

**His Majesty the King in right of  
Ontario**

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**Mark Hamel**  
**Chair of the Board**

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**Honourable Lisa Thompson**  
**Minister of Agriculture, Food  
and Rural Affairs**

**Date:** Originally signed March 28,  
2024

**Date:** Originally signed March 28,  
2024

## SCHEDULE "A" – REGULATION 121/98

### Milk Act

#### ONTARIO REGULATION 121/98

#### ADMINISTRATION AND ENFORCEMENT OF REGULATIONS IN RESPECT OF THE RAW MILK AND CREAM QUALITY PROGRAM

**Consolidation Period:** From February 9, 2022 to the e-Laws currency date.

Last amendment: 63/22.

***This is the English version of a bilingual regulation.***

1. (1) Subject to subsection (2), the following provisions of the *Milk Act* are designated as designated legislation to the extent that they relate to the quality of milk or cream:

1. Section 1.
2. Clause 2 (c).
3. Subsections 2.1 (2), (3), (4) and (5).
4. Subsections 4 (2) and 6 (5).
5. Sections 10, 11, 13, 21, 22, 24, 25 and 26.

(2) The provisions of the Act set out in subsection (1) are designated only to the extent that they apply to the administration and enforcement of the provisions of Regulation 761 of the Revised Regulations of Ontario, 1990 designated under sections 2 and 3. O. Reg. 121/98, s. 1.

2. (1) Subject to subsections (2) and (3), the following provisions of Regulation 761 of the Revised Regulations of Ontario, 1990 are designated as designated legislation to the extent that they relate to the quality of milk or cream:

1. Sections 1 to 39.
2. Subsections 44 (1) and (3).
- 3., 4. REVOKED: O. Reg. 63/22, s. 1 (1).
5. Sections 48 and 49.
6. Subsections 51 (1) and (4).
7. Sections 52, 53, 54 and 55.
8. Clauses 56 (1) (a) and (b).
9. Section 57.

- 10., 11. REVOKED: O. Reg. 63/22, s. 1 (3).
12. Clauses 88 (1) (c) and (f).
13. Subsections 88 (2) and (3).
14. Section 89.
15. Subsection 90 (3).
16. Sections 91, 92, 93 and 94. O. Reg. 121/98, s. 2 (1); O. Reg. 273/12, s. 1; O. Reg. 63/22, s. 1 (1-4).

(2) The following provisions designated under subsection (1) are exempt from the designation in respect of the matters set out in the paragraphs:

1. Subclause 5 (1) (a) (ii), clause 5 (1) (h) and subsection 52 (1.1) in respect of the Director's approval of a laboratory.
2. Section 1, subclause 5 (1) (a) (ii), clause 5 (1) (h), subsection 52 (1) and subsection 54 (2) in respect of the Director's approval of an official method of testing milk or cream.
- 2.1 Subparagraph 1 ii and paragraph 2 of subsection 38 (5) and subsection 38 (5.1) in respect of the Director's approval of a proposed method of sample collection for milk in a farm bulk tank.
3. Subsection 38 (6) in respect of the Director's approval of the amount of a sample of milk. O. Reg. 121/98, s. 2 (2); O. Reg. 431/98, s. 1; O. Reg. 281/09, s. 1; O. Reg. 250/10, s. 1; O. Reg. 902/21, s. 1.

(3) The following provisions designated under subsection (1) are designated with the limitations set out in the paragraphs:

1. Section 1 only in respect of its application to the administration and enforcement of the other provisions designated under subsection (1).
2. Subsection 51 (1) only in respect of its application to bulk tank milk graders.
3. Subsections 88 (2) and (3) and sections 89, 91, 92, 93 and 94 only in respect of their application to applicants for certificates as bulk tank graders or apprentice bulk tank graders. O. Reg. 121/98, s. 2 (3); O. Reg. 63/22, s. 1 (5).

**3.** Dairy Farmers of Ontario is designated as the administrative authority for the purpose of administering and enforcing the legislation designated under sections 1 and 2 to the extent that it applies to milk from cows and to farm-separated cream. O. Reg. 121/98, s. 3.

## **SCHEDULE "B" – INFORMATION SHARING PROTOCOL**

(Dairy Farmers of Ontario)

Both OMAFRA and the DFO have communications protocols that facilitate the sharing of information between the parties. The intention is that this schedule work within those protocols. References in this schedule to the "Ministry" will usually be carried out by the OMAFRA Director or their staff, unless the context dictates otherwise.

This Schedule outlines information sharing protocols recognizing that the Dairy Farmers of Ontario (DFO) shall respond in an expeditious manner to all requests made by the Ministry, including requests in respect of:

1. the governance of the DFO;
2. the administration of the designated legislation by the DFO; or
3. the Agreement.

This Schedule outlines information sharing protocols not already specified in the Agreement or other schedules to the Agreement.

Unless specifically outlined in this Schedule, when making information requests of the DFO, the Ministry shall inform the DFO of the timeframe in which the information is needed.

When DFO becomes aware of an issue outlined in this table they must inform the Ministry in an expeditious manner.

Prior to any personal information being shared, the Ministry and the DFO will confirm how it will be used, that there is legal authority to share it, that any notice requirements have been addressed, as well as the method for sharing, securing and disposing of the personal information. For this purpose, "personal information" has the same meaning as in the *Freedom of Information and Protection of Privacy Act*.

To facilitate information sharing, the DFO and the Ministry will seek to achieve a "one-window" policy with the DFO and the Ministry's administrator identified in clause 22(a), being the access points.

In addition, the DFO and the Ministry shall make reasonable efforts to meet quarterly to discuss current issues, needs and other matters necessary for the proper administration of this Schedule.

SCHEDULE "B" – INFORMATION SHARING PROTOCOL

<b>SCHEDULE "B" – Information Sharing Protocol</b>		
<b>Description</b>	<b>Responsibility</b>	
	<b>Minister</b>	<b>DFO</b>
Information requests made by the Ministry to DFO	The Ministry shall make reasonable efforts to share with the DFO the context in which the request for information is being made.	The DFO shall respond in an expeditious manner to all requests made by the Ministry.
<b>Cabinet Submissions</b>		
All Issues	The Ministry will develop Cabinet submissions, as required.	The DFO is consulted where appropriate.
<b>Correspondence</b>		
The Ministry and the DFO will work together to draft responses whenever possible, in a timely fashion, respecting that the Ministry is required to respond to all correspondence within five (5) business days.		
On all subjects directed to the Minister	<p>The Ministry will:</p> <ul style="list-style-type: none"> <li>• action to the DFO for necessary input; or</li> <li>• draft a reply indicating referral to the DFO for direct response; or</li> <li>• draft a reply.</li> </ul>	<p>The DFO will:</p> <ul style="list-style-type: none"> <li>• supply the Ministry with information required for the Minister to reply; or</li> <li>• where referred, respond directly under DFO's signature and copy the Ministry as appropriate.</li> </ul>

SCHEDULE “B” – INFORMATION SHARING PROTOCOL

<b>SCHEDULE “B” – Information Sharing Protocol</b>		
<b>Description</b>	<b>Responsibility</b>	
	<b>Minister</b>	<b>DFO</b>
<b>Briefing Notes (matters not led by the Commission)</b>		
For Minister meetings with the DFO’s stakeholders	The Ministry will coordinate preparation of meeting materials and make reasonable efforts to notify the DFO of any such meetings and discuss with DFO.	The DFO will provide the Ministry with relevant information on stakeholders/issues.
For the DFO’s meetings with Minister stakeholders (e.g. other ministries or agencies)		The DFO will make reasonable efforts to notify the Ministry of the meeting, discuss outcomes with the Ministry, and provide necessary information upon request.
<b>Issue Notes</b>		
The Ministry and the DFO will work together to issue responses in a timely fashion respecting the requirement for the Ministry to work with the Communications Branch to respond to all requests for issue notes within specific timeframes (i.e. short notice or outside of regular business hours).		
On any subject (designed for use in the Legislature)	<p>The Ministry will work with the Communications Branch to prepare the issue note.</p> <p>Requests for information made to the DFO to develop the issue note will be accompanied by a timeline for response.</p>	The DFO will provide information to the Ministry within the timeframe specified.



SCHEDULE "B" – INFORMATION SHARING PROTOCOL

<b>SCHEDULE "B" – Information Sharing Protocol</b>		
<b>Description</b>	<b>Responsibility</b>	
	<b>Minister</b>	<b>DFO</b>
<b>Issues Management</b>		
<p>Food safety incidents and other possible contentious issues (e.g. stakeholder grievances/concerns, etc.).</p> <p>Includes incidents that DFO becomes aware of which could affect food safety or which could reasonably be expected to be escalated to the Minister or the media.</p>	<p>When the Ministry is informed by the DFO or through media reports, the Ministry will provide the Communications Branch with key information as quickly as possible and monitor for updates.</p>	<p>The DFO will inform the Ministry and provide relevant details, key messages and response strategy.</p>
<b>Media Relations</b>		
<p>Requests made to the Minister for interviews and background material on the DFO administration and enforcement of the designated legislation.</p>	<p>The Ministry will, as appropriate, refer the request to the DFO or obtain the required information from the DFO.</p>	<p>The DFO will provide the required information or, if requested by the Ministry, respond directly and advise of the outcome from the media engagement.</p>
<p>Media releases issued by the DFO related to administration and enforcement of the designated legislation.</p>	<p>The Ministry will share a copy of the DFO's media release with the Communications Branch for information and review.</p>	<p>The DFO will prepare and share a copy of its media release with the Ministry five to seven business days in advance or its earliest opportunity and before the release is issued to media.</p> <p>The DFO will request the Ministry's review if required under its agreed upon media protocol with the Ministry.</p>

SCHEDULE "B" – INFORMATION SHARING PROTOCOL

<b>SCHEDULE "B" – Information Sharing Protocol</b>		
<b>Description</b>	<b>Responsibility</b>	
	<b>Minister</b>	<b>DFO</b>
<b>Speeches/Speaking Notes</b>		
All Minister speeches/speaking notes as it relates to the DFO's administration and enforcement of the designated legislation.	Ministry's Communications Branch will prepare, and the Ministry will advise the DFO.	The DFO will supply the Ministry with information.
<b>Communication Campaigns</b>		
Information concerning communications campaigns/activities undertaken by the DFO as it relates to their administration and enforcement of the designated legislation.	The Ministry will make requests to the DFO for information regarding planned communications campaigns/activities, including public education campaigns. The Ministry will advise DFO about the key communications activities the Ministry would like to receive prior to publication.	The DFO will provide information on key communication activities to the Ministry prior to publication.

## **SCHEDULE "C" – CODE OF CONDUCT FOR DFO BOARD**

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# **Code of Conduct**

**DAIRY FARMERS OF ONTARIO**

Updated February 22, 2023

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## 2. Introduction

The Ontario Milk Marketing Board was established in 1965 and changed its name to Dairy Farmers of Ontario, (DFO), in 1995 with the assumption of the responsibilities of the Ontario Cream Producers' Marketing Board.

Dairy Farmers of Ontario has expanded into a dynamic organization, committed to achieving DFO's mission: "To provide leadership and excellence in the production and marketing of Canadian milk". This Code of Conduct document outlines the standards of professional behaviour that DFO expects from its Board Members and employees. It does not outline every imaginable situation, but rather, provides guidelines and standards to help guide daily decision making. These guidelines, in addition to the application of common sense, judgment and good management practices will help to guide the day to day performance of duties on behalf of DFO.

If you encounter a situation where you are unclear as to the proper course of action, we encourage you to bring the matter to the attention of the Chair of the Board, for Board Members, or your manager, for employees.

All Board Members and employees are asked to review this document and complete the Code of Conduct Acknowledgement and Agreement form found in Appendix A. This will certify that you have read, understood and agree to abide by the policies and guidelines laid out in this document.

### **3. Core Values**

All Board Members and employees will exercise honesty and integrity in the execution of their daily responsibilities, in service to dairy producers, processors, consumers and other stakeholders, and will reflect DFO's core values:

- Leadership – To lead by committing to continuous personal and organizational development. Trust – To create, build and maintain trust by being honest, open and transparent.
- Respect – To listen, accept differences and work together.
- Integrity – To be consistent in our actions and values.
- Teamwork – To help each other succeed through collaboration.
- Fairness – To ensure equitable application of rules and benefits.
- Accountability – To hold ourselves and each other responsible for delivering results.

Therefore, during their term of office or employment, Board Members and employees will conduct themselves accordingly.

### **4. General Rules of Professional Conduct**

#### **OPERATING PRINCIPLES**

In order to achieve its mission and vision, Dairy Farmers of Ontario is deeply committed, both provincially and nationally, to the following operating principles:

- An orderly milk marketing system based on effective border controls, production discipline and the ability to negotiate prices;
- Responsible use of the powers delegated to it under the Milk Act of Ontario,

including the authority for farm gate milk pricing;

- The provision of the opportunity for efficient farmers to earn a reasonable return for their labour, management and investment; Never losing sight of the reality that we work for dairy farmers, processors are our customers and consumers determine our market;
- Proactively dealing with societal issues such as environment, food safety and animal care;
- The production and marketing of high quality milk and dairy products;
- A clearly defined process governing policy development and implementation;
- Working cooperatively with other provincial milk marketing organizations to advance the Canadian dairy industry;
- Putting the collective good of the industry ahead of individual needs of producers;
- Fair and equitable application of policies;
- Open communication and consultation;
- Efficient and cost-effective marketing and administrative operations;
- Highly motivated passionate staff possessing a wide range of essential skills.

DFO's operating principles provide the basis of our corporate culture. We are committed to conducting our business in an open, transparent manner. We will ensure the fair and equitable application of policies and will communicate and consult with each other and producers.

Through our actions and our achievements, we will breathe life into our operating principles, so that they continue to be part of DFO's normal procedures and practices.

Some examples of the behaviours that support our operating principles include:

- We will operate with loyalty to DFO.
- We will advocate equally for all producers, in the best interests of the industry.
- We will use our delegated powers responsibly and for the good of all dairy producers, processors, consumers, other stakeholders and the national supply management system.
- We will work in close consultation with producers to continually improve the production and marketing capabilities of DFO and producers.
- We will continually strive to streamline and improve our operations to ensure the effective and efficient use of resources.
- We will ensure that our employees are offered continual learning opportunities, including formal training opportunities and on-the-job training and coaching.

Board Members' knowledge of the applicable legislation, laws, and rulings should be sufficient to the extent necessary to fulfill their responsibilities. All Board Members are expected to be knowledgeable of, and comply with, all applicable legislation, laws, and rulings, including the Milk Act, and related regulations and by-laws, and the direction of the Ontario Farm Products Marketing Commission, and the Agriculture, Food and Rural Affairs Appeal Tribunal. In addition, Board Members, as milk producers, have a duty to comply in

all respects with licencing and quota requirements. Board Members have a duty to solicit additional support or advice in instances where they feel they need additional knowledge or a deeper understanding of the relevant legislation, laws, and rulings to fulfil their duties.

Board Members and employees are also expected to adhere to DFO policies and procedures, such as Human Resources and Financial policies, and including the policies laid out in this Code of Conduct document.

If you are unsure of the appropriate action in any given situation, please refer the matter to your manager or the General Manager in the case of employees, or the Chair of the Board, in the case of Board Members. In keeping with our culture of openness and transparency, we encourage any questions you may have.

### **3. Duties**

All Board Members, members of the senior management team and other employees are engaged in helping DFO achieve its mission and vision. Each group has an important role to play to ensure the organization's success.

Board Members and employees alike are expected to commit their best efforts, knowledge and skills to achieve the mandate and goals of DFO. Board Members and employees must act honestly and in good faith in their dealings with each other, producers, processors, and other stakeholders.

Board Members and employees are expected to conduct themselves in a professional manner when representing DFO in business matters. Professional attire, consistent with the event or business engagement is assumed.

The Board is a regulatory body. Under the leadership of the Chair of the Board, **Board Members** are accountable for policy decisions regarding DFO, establishing and assigning production quotas, establishing pricing and marketing policies with processors, and interacting with the Ontario and federal governments and other industry associations.

As the Board is a regulatory body, the determinations of the Board have the force of law. These decisions may be subject to appeal or legal challenge. Board Members therefore have an important duty to make and apply decisions in a responsible manner and to be prepared to defend or reconsider decisions through the hearing process. Board Members assume a quasi-judicial role when a hearing is convened as the Board has the role of determining a party's rights.

In addition to monthly board meetings, Board Members sit on various internal and industry committees. Internal committees deal with such matters as quota, milk pricing strategy, raw milk quality, research, planning, transportation and Canada's National Dairy Policy. In this latter area, DFO has input into the national dairy program through Dairy Farmers of Canada and representation on the Canadian Milk Supply Management Committee, and other national governing bodies as required.

Board Members participate in many agricultural and dairy industry events, and must keep in close contact with Dairy Producer Committees and individual producers in their regions.

The Secretariat supports the Board in the execution of their mandate. The Secretariat reports to the Board Chair and is responsible to the Board to ensure that policies are recorded, meetings are held regularly, and are fully documented and that DFO's obligations and responsibilities under the Milk Act are properly met and carried out.

Under the leadership of the General Manager, the **Senior Management Team** and **Employees** are accountable for implementing and administering DFO policies, as dictated by the Board. Staff operations are organized into four divisions:

- General Counsel and Communications
- Economics and Policy Services
- Corporate Services
- Operations

DFO conducts a strategic planning session each year and the DFO strategic plan is aligned with the policies and priorities established by the Board.

## BOARD MEETINGS

It is expected that Board Members will attend all regularly scheduled Board meetings and any special meetings, as called. In the event that they are physically unable to attend, Board Members may alert the Board Secretary prior to the meeting to arrange for virtual attendance via teleconference or video conference.

Board meetings are closed to non-Board Members. Members of the senior management team or other employees may be invited to present at, or attend, selected portions of Board Meetings to provide information based on their area of expertise. Due to confidentiality considerations, employees, including the senior management team, will attend Board meetings only as requested by the General Manager or as otherwise advised by the Board.

To preserve confidentiality, there may be some segments of Board meetings that will be held in camera. In camera sessions are closed to all except Board Members. Minutes of the discussion are not taken, but the outcomes or decisions made during in camera sessions are recorded in the Board meeting minutes. Issues or topics that deal with individual producers or individual employees will be held in camera. Other issues or topics may be dealt with in camera at the discretion of the Chair.

It is expected that Board Members will be united in their presentation and execution of Board decisions, regardless of individual opinions and positions that may have emerged during the decision-making process.

## OFFICER AUTHORITY AND RESPONSIBILITY

Board Members and Officers have the following authority and responsibility, as outlined in the Board Governance document, Section II, Board Operations:

- a) The Chair shall perform the duties and exercise such powers as the Board has prescribed in the Schedule attached to By-law #1/99



- b) The duties and powers of the Chair shall be carried out by the Vice-Chair during the Chair's absence or inability to act. The Vice-Chair shall also exercise such powers as the Board may prescribe from time to time
- c) The Chair, Vice-Chair and 2<sup>nd</sup> Vice-Chair shall be elected annually by the Board from among its Members at the first meeting of the Board held after the provincial Annual Meeting of dairy producers. The approved procedure is attached (*in the Board Governance binder*) as Appendix E
- d) The General Manager shall be the Chief Executive Officer of DFO and shall perform the duties prescribed in the Schedule attached to By-law # 1/99
- e) The Secretary of the Board shall perform the duties prescribed in the Schedule attached to By-law # 1/99
- f) The General Manager and Secretary are responsible to the Board through the Chair
- g) The General Manager is responsible for all Board employees
- h) The performance of the General Manager and the Secretary shall be reviewed annually by the Board Chair, Vice Chair and 2<sup>nd</sup> Vice-Chair with input from the Board towards the end of each fiscal year, during private session.

#### **4. Conflict of Interest**

At DFO, the Board Members are dairy farmers, elected by their peers, to provide hands-on industry expertise, which is critical to guide the development of policy. Since Board Members are active in the industry, it is expected that real or perceived conflicts of interest will occasionally arise.

A conflict of interest occurs when a Board Member, an employee and/or their family has an interest, financial or otherwise, or engages in a business or activity that may be seen to conflict with the proper execution of their duties, or where they may be seen to potentially gain an unfair advantage through the decisions of the Board or DFO. A conflict of interest may also occur when a Board Member or employee could potentially gain an advantage through the use of confidential, or not-yet released information generated by Board decisions.

In keeping with our core values of transparency and open communication, Board Members and employees are asked to disclose any real or perceived conflict of interest. This includes any scenario when they, a related person, or member of their immediate family may be seen to benefit directly or indirectly from a policy decision, established quota, or other transaction. For example, it is expected that Board Members and employees will declare any interest they may hold in a dairy processing operation.

The declaration of Conflict of Interest form can be found in Appendix B and is executed annually. In addition to the annual declaration, employees should report a real or perceived conflict of interest to the General Manager through their manager. Board Members should report a real or perceived conflict of interest to the Chair.

In the event that a Board Member has declared a conflict of interest, they may be asked to abstain from the deliberations and any voting that may occur where a decision is being considered that is related to the declared conflict. All Board Members will be expected to observe confidentiality protocols and will not release or act on corporate information

regarding policies or quotas prior to the scheduled publication date. In the event that a Board Member has not declared a conflict of interest and/or has acted on confidential information prior to its release, and has benefited financially, the Board may seek remedy through the existing regulatory provisions.

In the event that an employee has not declared a conflict of interest, and/or has acted on confidential information prior to its release, the General Manager will determine the extent of the conflict and any remedy required, such as a reassignment of duties or required disciplinary action, up to and including termination.

## **5. Entertainment, Gifts and Favours**

In the normal course of business interactions, small gifts, tokens of appreciation, and offers of entertainment, such as complimentary tickets to a sporting event, are common. Board Members and employees may accept such tokens provided that the value is nominal and of a nature that could easily be reciprocated by the Board Member or employee.

Board Members and employees may not accept gifts, entertainment, services, or other benefits that are offered to secure preferential treatment, or that may be perceived by others to potentially influence a Board Member or employee's normal decision making outcomes or performance of duties.

Gifts valued under \$100.00 are acceptable. In the event that a gift over \$100 is accepted, the Board Member or employee must declare the receipt of such a gift to the Board Chair, or your manager.

If you are in doubt, you are encouraged to seek the advice of your manager or the General Manager. Board Members may seek the advice of the Chair.

## **6. Confidentiality and Privacy**

Producers, processors, consumers and other stakeholders trust DFO to preserve their confidentiality. DFO has a longstanding policy on the confidentiality of personal information and is committed to protecting the personal or corporate privacy of all those with whom it has dealings.

DFO is subject to the Personal Information Protection and Electronic Documents Act (PIPEDA). Board Members and employees are expected to familiarize themselves with DFO's Privacy Policy which ensures that the organization is meeting the requirements of the act, and to carefully follow this policy, to ensure that all information regarding individuals dealing with DFO is held in strict confidence.

A copy of DFO's Privacy Policy can be found in Appendix C.

In addition to the personal information privacy requirements, Board Members and employees are expected to keep confidential all corporate information until such time as the information is released to the broader public. This includes the physical protection of producer and employee based confidential information, such as locking filing cabinets, securing personal computers and databases, using passwords for PC's and other electronic

devices, including blackberries, and shredding appropriate documents.

Board Members and employees may not use confidential information to gain personal advantage and may not release confidential information to others (see above re: Conflict of Interest). It is expected that Board Members and employees will not act on any information that they have access to prior to the publication date.

The Board will refer the matter and seek remedy through the existing regulatory provisions in cases where Board Members use confidential information to gain personal advantage.

For employees, the situation shall be reviewed by the General Manager to determine appropriate actions to be taken.

DFO continually monitors its compliance with DFO's Privacy Policy. If you believe that a breach of privacy or confidentiality has occurred, you are encouraged to highlight this to your manager or the General Manager. Board Members should raise potential breaches in privacy or confidentiality to the Chair. The General Manager and the Chair will involve the Privacy Officer in the resolution of privacy issues.

## **7. Use of Corporate Property**

Corporate property represents an investment made by DFO to provide service to producers, processors, consumers and other stakeholders and to conduct our business more effectively. Corporate property includes physical property (office furniture, office equipment and supplies, corporate automobiles) and electronic property (PC's, mobile devices, etc). These tools are provided for business use and should be used only for business activities and returned in good condition.

Electronic equipment, such as personal computers, cell phones, and blackberries or other wireless devices may be used for personal activities, in accordance with usage policies, provided they are utilized after hours and that the Board Member or employee incurs all costs resulting from personal use (i.e., cell phone call charges relating to personal calls, mileage relating to the personal use of corporate automobiles).

Board Members and employees must not use corporate tools at any time to:

- Engage in any activity that violates any law
- Transmit confidential DFO information to parties who should not receive it
- Download, disseminate or post copyrighted material
- Download software, unless authorized to do so, as it may contain viruses or be subject to copyright protection or licensing fees
- Further individual political or lobbying efforts
- View or transmit obscene, racist, or objectionable material
- Engage in commercial activities unrelated to DFO
- Access or attempt to access another's information without authorization
- Copy, reproduce or distribute unauthorized computer software

## **8. Outside Activities**

Board Members are required to disclose any outside employment, business interests, board memberships, or political activities that may conflict with the execution of their duties on behalf of DFO.

Employees are required to disclose any outside employment, business interests, or board memberships, to their manager or General Manager to ensure that there is no conflict with the execution of their duties on behalf of DFO.

Due to the nature of our business, Board Members and members of the senior management team must exercise care when engaging in political activities. As representatives of DFO, Board Members and senior managers may not openly support one political party over another and may not have official involvement with political campaigns. Board Members may not engage in organizing fundraising for a political party. Any involvement in other political activity not mentioned here, should be disclosed to the Chair to ensure that no conflict exists.

Employees are encouraged to participate in the political process but should take care to ensure that their activities are undertaken as private citizens and not viewed as representing DFO.

Board Members and employees may offer fundraising items (i.e., raffle tickets, chocolate bars) for schools, charities and other personal interests or clubs to other Board Members or employees by leaving the offer in a common area, such as the cafeteria or other staff areas. Direct solicitation of other Board Members or employees is not permitted.

DFO supports participation in service or volunteer organizations in the community. It is incumbent on the Board Member or employee to ensure that such involvement does not conflict with the performance of their regular duties.

## **9. Working Relationships**

DFO is committed to attracting and retaining qualified individuals who can help the organization realize its mission and vision. Board Members and employees are encouraged to refer qualified individuals to Human Resources. Relatives of Board Members or employees will be considered for employment with DFO, pending the approval of the General Manager, and providing that they are employed in different divisions of the company and there is not a reporting relationship.

## **10. Allegations of Wrongdoing**

We all have a duty to protect the integrity of the organization. As such, Board Members and employees have a duty to report any breaches of confidentiality, privacy, conflict of interest or other perceived wrongdoing.

Examples of activities that must be reported include:

- Activities which contravene the law;
- Real or perceived conflict of interest, breach of standards or breach of DFO's

Code of Conduct;

- Misuse of corporate funds or assets; and
- Activities which present a danger to public health, safety or the environment.

Incidents involving employees should be reported to their manager, Manager, Human Resources and Organizational Development, or General Manager. Incidents involving a Board Member, the General Manager or the Secretariat should be reported to the Chair. Incidents involving the Chair should be reported to the Vice Chair.

A Board Member who is found to have engaged in any wrongdoing will be subject to disciplinary action, up to and including referral to the Agriculture, Food and Rural Affairs Tribunal for remedy and resolution.

Board Members or employees who report any wrong doing will be safe from reprisals, unless the report is found to be malicious.

### **11. Intellectual Property and Copyright**

Any intellectual property that is developed by Board Members and employees on behalf of DFO shall remain the property of DFO. Copyrights secured on behalf of DFO shall remain the property of DFO.

Board Members and employees must take care not to inappropriately use material that is copyrighted by others.

### **12. Business Expenses and Financial Accountability**

Board Members and employees have a responsibility to use the financial resources of the organization in a responsible manner. As a not-for-profit organization, extravagant spending on business items or expenses is not permitted. If you would be uncomfortable disclosing or publishing the nature and value of the expense, it would be advisable not to submit it for reimbursement.

Purchasing of corporate items must be done in accordance with the purchasing policy, including securing the appropriate level of sign off.

DFO will reimburse Board Members and employees for out-of-pocket expenses incurred during the performance of business duties. DFO has developed expense policies that are applicable for Board Members, head office employees and Field Services Representatives. In all cases, the receipts or other appropriate documentation must be submitted to ensure payment of expenses. Expenses should be submitted in the month that they occur, using a DFO expense report.

For full details on allowable expenses, please contact the Corporate Services Division.

### **13. Violence, Harassment and Discrimination**

DFO believes that all Board Members and employees have the right to work in an environment free of violence, harassment, and discrimination and, as such, has a

**zero tolerance** policy with respect to these behaviours.

Violence, harassment, and discrimination are forms of misconduct that undermine the integrity of the organization and the employment relationship. It is our intent to take every reasonable measure to ensure that no one is subjected to violence, harassment, or discrimination for any reason including; race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, religion, marital status, family status or disability.

Complaints will be thoroughly investigated and DFO will take appropriate measures against anyone who is found to have engaged in such conduct.

The Board will refer any Board Member engaging in violent behaviour, harassment or discrimination toward another Board Member, employee, or producer to the Governance Committee or Chair for review. A recommendation will be developed for approval by the Board which may include seeking remedy through the existing regulatory provisions.

Any employee engaging in violent behaviour, harassment or discrimination toward a Board Member, employee, or producer, will be subject to disciplinary action, up to and including immediate termination for cause.

## SEXUAL HARASSMENT

Sexual Harassment is:

- Any conduct, comment, gesture or contact of a sexual nature that is likely to cause offense or humiliation to any employee, prospective employee, or volunteer, or that might, on reasonable grounds, be perceived by an employee or prospective employee, as placing a condition of a sexual nature on employment or on any opportunity for professional development, training or promotion.
- A sexual solicitation or advance made by a person who is in a position to confer any benefit on, or deny any benefit to, the recipient of the solicitation or advance, if the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome.
- A reprisal or threat of reprisal for rejecting a sexual solicitation or advance.

## GENERAL HARASSMENT

Harassment is defined as any unwelcome behaviour, conduct or communication that is likely to cause offence or embarrassment to any individual. It is conduct that interferes with a climate of understanding and mutual respect for the dignity and worth of each person.

The following, while not exhaustive, are some examples:

- Verbal abuse or threats;
- Unwelcome remarks, jokes, innuendo or taunting;
- Displaying of pornographic, racist, or other offensive or derogatory pictures;
- Practical jokes which cause awkwardness or embarrassment;

- Unwelcome invitations or requests;
- Leering or other gestures;
- Unnecessary physical contact; and
- Racial slurs or jokes.

## DIVERSITY AND ANTI-DISCRIMINATION

DFO is committed to diversity and recognizes that diverse backgrounds and experiences add value and breadth to the organization.

All individuals will be treated with the respect and dignity that we all deserve. Discrimination will have no place in considerations of employment, assignment, training opportunities, or promotion. No Board Member, employee, or potential Board Member or employee will be discriminated against on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, religion, marital status, family status or disability.

## REPORTING

Any Board Member wishing to lodge a complaint of violence, harassment, or discrimination may do so by contacting the Chair. Employees may contact their manager, Manager, Human Resources and Organizational Development or the General Manager. Any such complaint will be handled on a confidential basis. While disclosure of the name of the complainant is required for the purpose of investigating the complaint, the matter will be pursued only with the Board Member or employee's knowledge and consent.

### **14. Media Relations**

All Board Members should receive media training in order to allow them to more effectively represent DFO. When representing DFO to the media, Board Members should utilize any policy and/or position statements, key messages and/or scripts that have been prepared. Board Members should exercise caution when offering an opinion which could be taken to represent an official DFO position.

To ensure that messages released to the media are consistent, and that DFO's reputation is maintained, employees must refer all complex media inquiries to the Communications Division, so that media relations staff can answer the inquiry on behalf of DFO.

### **15. Post-Service Restrictions**

It is expected that Board Members and employees will continue to abide by DFO's confidentiality and privacy rules after their service to DFO is completed. Board Members and employees may not solicit other Board Members or employees to leave the organization within a 24-month period following the termination of service.

**Appendix A**

CODE OF CONDUCT ACKNOWLEDGEMENT AND AGREEMENT

I, \_\_\_\_\_, **acknowledge** that I have read and understood Dairy Farmers of Ontario Code of Conduct for Board Members and employees.

I **agree** to conduct myself, at all times, in accordance with the Code of Conduct and guidelines provided.

I undertake to confirm in writing, on an annual basis, that I have read, understood and complied with the Code of Conduct.

\_\_\_\_\_  
Signature

Print Name \_\_\_\_\_ Date \_\_\_\_\_



**Appendix B**

**CONFLICT OF INTEREST  
PROCEDURES FOR BOARD MEMBERS AND EMPLOYEES**

**ANNUAL DISCLOSURE OF DIRECTORSHIPS AND TRUSTEE POSITIONS AND PRIVATE  
ECONOMIC INTERESTS**

Reporting Period: \_\_\_\_\_ to \_\_\_\_\_

Name: \_\_\_\_\_

A. During the Reporting Period, I will hold the following Directorship/Trustee Positions:

None; or

Name of Corporation/Trust	Position Held

B. During the Reporting Period, I had the following Private Economic Interests that may be relevant to public confidence in the integrity, objectivity and impartiality of Dairy Farmers of Ontario Board and its Board Members:  
*(Please note that only those economic interests that may be related to the business of DFO are required here. Details of personal investments and shareholdings unrelated to the business of the DFO, e.g., ownership of common stock in a telecom company, are not required)*

None; or

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Appendix C**

### **Dairy Farmers of Ontario Privacy Policy**

The purpose of privacy legislation is to establish rules governing the collection, use and/or disclosure of personal information in a way that recognizes individuals' rights of privacy with respect to their personal information in an age in which technology increasingly facilitates the collection and free flow of information.

Dairy Farmers of Ontario (DFO) is subject to the Personal Information Protection and Electronic Documents Act (PIPEDA). DFO has a longstanding policy on the confidentiality of personal information and is committed to protecting the personal privacy of all those with whom it has dealings. DFO keeps all information respecting individuals dealing with DFO in strict confidence. No individual personal information is sold by DFO. DFO has procedures to control how it obtains, uses and gives out personal information. DFO will correct any errors that are brought to its attention.

Dairy Farmers of Ontario's procedures and systems are designed to protect such information from error, loss and unauthorized access. DFO keeps such information only as long as it is needed. DFO continually monitors its compliance with applicable privacy legislation. DFO respects people's privacy when it carries out its roles and responsibilities. These obligations apply to all Board members, staff, consultants and agents and contractors who provide services to or on behalf of DFO.

#### **Regulatory Duties**

As a marketing board constituted under the Milk Act, DFO, through regulation, has information filing requirements. DFO collects, uses, discloses and retains this information in order to regulate the production and marketing of milk in accordance with its regulations, policies, orders, directions and decisions. DFO may collect such information directly from producers or from others involved in the production and marketing of milk.

In carrying out these regulatory functions, DFO, as a not-for-profit body representing the interests of producers of milk, is not in its own right engaged in commercial activity. Information arising from DFO's exercise of these regulatory authorities is not believed to be subject to the PIPEDA. In those limited circumstances where DFO is engaged in commercial activity, it is subject to the PIPEDA and all of that Act's provisions apply with respect to personal information collected, used, disclosed or retained as part of that

commercial activity.

### **Consent Requirement**

Dairy Farmers of Ontario obtains the parties' express or implied consent before obtaining or using personal information about that person or disclosing that information to anyone in the course of commercial activities. Regulatory requirements are excepted from the consent requirement. Participation in certain Board programs will constitute consent to the obtaining, use and disclosure of personal information. Details will be set out in program information packages.

Persons not wishing to provide their consent may decline to participate or may notify DFO and their wishes will be respected. In some cases, participation may not be possible where the necessary personal information is not made available.

### **Limited Disclosure**

There are circumstances where use and disclosure of personal information may be justified or permitted under a legal duty or right and DFO may use and disclose such information without the party's consent. In such cases where DFO is of the opinion that it is appropriate or necessary to use or disclose such information, the use and disclosure will be limited so that only that information which is required is used or disclosed.

### **Producer Information**

As a general rule, all producer information is held in strict confidence and, except in very limited circumstances, is not revealed to anyone unless expressly or implicitly authorized by the producer. DFO guards its producer mailing list from unauthorized use and disclosure. Where disclosure is deemed by DFO to be of benefit to producers, it is tightly controlled with strict safeguards put on its use and disclosure by any third parties.

### **Privacy Officer**

DFO has appointed a Privacy Officer charged with the responsibility for developing, implementing and administering DFO's privacy policy. As part of this mandate, the Privacy Officer will ensure that all of the necessary internal controls and procedures are in place, including appropriate training and supervising of DFO staff in achieving full compliance with all privacy obligations.

The Privacy Officer will receive and ensure appropriate follow-up on all inquiries. This includes such things as withdrawal of consent, request for disclosure of information on file, corrections to information and termination of consent previously given. All such requests must be in writing and may result in an administrative charge to cover DFO's

costs in dealing with same.

### **Web Site Statement**

A visitor to the DFO Web site is not required to reveal any individually identifiable information such as name, address or telephone number. Nor is such information collected passively by electronic means.

Information is collected when an individual voluntarily completes an online survey. This information is collected, used or disclosed in a manner consistent with this policy statement.

DFO's Web server does not collect visitor information in the form of the visitor's domain or internet protocol (IP) address but does collect information regarding which pages are accessed. This information is used internally, only in aggregate form, to help serve Web site users better. None of this information is retained after it has been used and is discarded.

Any inaccuracies that are brought to DFO's attention will be corrected.

### **Compliance Concerns**

Any complaints concerning the access to, accuracy, management or use of personal information should be addressed in writing to the Privacy Officer. All such inquiries will be responded to with 30 days of receipt at the DFO head office. Any unresolved matters may be referred by the Privacy Officer to the DFO Board. If a party is still not satisfied, contact should be made with the office of the Privacy Commissioner in Ottawa.

### **Policy Review**

This privacy policy is in effect as of January 1, 2004. The DFO Board will from time to time review and revise its privacy practices and this privacy policy. In the event of any amendments to this privacy policy, a notice will be posted on DFO's Web site or communicated to producers through DFO publications.

DFO is committed to meeting all of its privacy obligations. Any questions or suggestions are welcome and should be addressed to the [Privacy Officer](#)

## **DAIRY FARMERS OF ONTARIO BOARD MEMBERS CONFLICT OF INTEREST POLICY**

### **1.0 Purpose**

Board members of Dairy Farmers of Ontario ("DFO") owe a duty of loyalty to DFO. Indeed, the Board members of DFO are predominantly dairy farmers themselves who are elected by their peers to oversee and the strategic and policy matters of DFO; to administer and enforce applicable provisions under the *Milk Act* and uphold supply management in the province of Ontario.

The duty of loyalty requires board members to act in the best interests of DFO and not in their personal interest or in the interest of relatives or another business. In addition, board members, of DFO must ensure the integrity of the decision-making process at the board is maintained by ensuring the decisions of the members of the Board are free from conflicts or *potential* conflicts of interest.

Fundamentally, board members of DFO must avoid situations in which they may be in a position of conflict of interest or perceived conflict of interest. Accordingly, this Policy has been prepared to:

- (a) help board members understand the circumstances which give rise to a conflict of interest and meet their ongoing responsibilities to disclose interests that conflict or may *appear* to conflict with those of DFO;
- (b) protect the interests of DFO when it is contemplating entering into a transaction, agreement or other arrangement that might benefit the interests (whether directly or indirectly) of a board member of DFO; and,
- (c) set out the processes to be followed when a conflict or potential conflict arises.

### **2.0 Application**

This policy applies to all Board members of DFO, including ex-officio Board members and where applicable Affected Persons.

"Board members" means those persons duly elected according to the terms and conditions prescribed by Ontario Regulation 760.

"Officers" means those persons who have been appointed as an "Officer" of DFO, including the Corporate Secretary and Treasurer.

"Key Persons" include those persons who provide leadership, assistance or guidance to DFO and the Board including the CEO and other Executive team members from time to time, including staff members who support Board committees.

Collectively, Board members, Officers and Key Persons may be referred to in this Policy as an "Affected Person(s)".

### 3.0 What is a Conflict of Interest?

#### A. Real, Potential or Apparent Conflicts

A conflict of interest may be a "real conflict of interest", a "potential conflict of interest" or an "apparent conflict of interest"

- i) A "**real conflict of interest**" exists when a board member has a direct or indirect personal or business interest that is sufficiently connected to his or her duties and responsibilities that it influences the exercise of these duties and responsibilities;
- ii) A "**potential conflict of interest**" exists when a board member has a direct or indirect personal or business interest that *could* influence the performance of any of his/her duties or responsibilities at a time when he/she has not yet exercised that duty or responsibility;
- iii) An "**apparent conflict of interest**" exists when a reasonably well-informed person could reasonably believe that a board member has a real conflict of interest (whether direct or indirect), even where there is no real conflict in fact.

#### B. Definition of Conflict of Interest

A conflict of interest arises in any situation where an Affected Person's duty to act solely in the best interests of an organization, such as DFO, is compromised or impeded by any other interest, relationship or duty of that Affected Person. A conflict of interest also includes circumstances where the Affected Person's duties to the organization are in conflict with other duties owed by that person such that the Affected Person is not able to fully discharge the fiduciary duties owed to the organization. Competing personal or business interest of an Affected Person include *monetary* interests and non-monetary or non-economic interests, such as, political, corporate or institutional interests.

A monetary interest will result in a conflict of interest between DFO and an Affected person when an Affected Person or person related to him or her will benefit financially or will *avoid* a financial loss, either directly or indirectly, as a result of an agreement or other arrangement of a monetary nature with DFO in which such person is involved.

A conflict of interest should and will not be assumed to exist, however, where a monetary or other interest held by an Affected Person is so remote or insignificant in nature that it cannot *reasonably* be regarded as likely to influence the decision of that person in his or her role at DFO.

### **C. Indirect Interests**

An Affected Person has an indirect monetary or non-monetary interest in any matter in which DFO is concerned, if:

- (a) the Affected Person is a shareholder in, or a director or senior officer of, a company, or is a member of an entity that has a monetary or non-monetary interest in the matter; or
- (b) the Affected Person is a partner of a person or is in the employment of a person or entity that has a monetary or non-monetary interest in the matter; or
- (c) the spouse, child, parent or sibling of the Affected Person has a monetary or non-monetary interest in the matter.

### **D. Examples Where Conflicts Arise**

It is impossible to enumerate all of the circumstances in which a conflict may occur; however, conflicts generally arise in the following situations:

1. When an Affected Person has a material, direct or indirect, interest in a transaction or contract with DFO.
2. When DFO conducts business with suppliers of goods or services or any other party of which a relative or member of the household of an Affected Person a principal, officer or representative.
3. When an Affected Person or a member of his or her household or any other person or entity designated by the Affected Person, accepts gifts, payments, services or anything else of more than a token or nominal value from a party with whom DFO may transact business (including a supplier of goods or services) for the purposes of (or that may be perceived to be for the purposes of) influencing a decision of the Board.
4. When Affected Persons exercise their powers motivated by self-interest or other improper purposes. Affected Person must act solely in the best interest of DFO.
5. When an Affected Person diverts to his or her own use, an opportunity or advantage that belongs to the organization, including Confidential Information.
6. When an Affected Person fail to disclose information that is relevant to a vital aspect of the organization's affairs to his or benefit and/or to the detriment of DFO;
7. An Affected Person may be in a position where there is a conflict of opposing duties. This may arise where the Affected Person serves as a Director (or another key role) of two organizations that are transacting with one another. It may also arise where an Affected Person has an association or relationship with another entity. For example, if two organizations are both seeking to take advantage of the same opportunity, Affected Person may be in possession of confidential information received in one boardroom or related to the matter that is of importance to a decision being made in another boardroom. The Affected Person cannot discharge the duty to maintain such information in confidence

while at the same time discharging the duty to make disclosure. The Director cannot act to advance any interests other than those of the organization.

8. Where and Affected Person uses their influence as a board member to position a related party including an employee or former of employee of DFO to a position that will benefit the Affected Person's personal or monetary interest.

#### 4.0 Disclosure of Conflicts

**A. Disclosure.** An Affected Person who has conflict or potential conflict of interest must immediately disclose such conflict to the Board by notification to the Chair and General Counsel/ Corporate Secretary of the Board. Where the Chair has a conflict, notice shall be given to the Vice-Chair and General Counsel/ Corporate Secretary of the board. The disclosure must identify the nature and extent of the interest and must be made at the earliest possible time and, where possible, prior to any discussion and vote on the matter.

**B. During a Meeting of the Board.** Where an Affected Person has a monetary or non-monetary interest, whether direct or indirect, in any matter before the Board and he or she is present at a meeting at which the matter is under consideration, the Affected Person shall:

- i) prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;
- ii) leave the meeting and not take part in the discussion of, or vote on any question in respect of the matter, (including where an Affected Person is participating *via* telephone or through other electronic means);
- iii) not attempt in any way whether before, during or after the meeting to influence the voting on any such question.

**Subsequent Conflicts.** If an Affected Person acquires an interest in a matter or transaction concerning DFO *after* it is made or entered into, he or she must disclose the interest as soon as possible after the Affected Person obtains such interest. In addition, where a conflict of interest affecting a board member is *discovered* after the matter is considered by the Board, the interest and conflict must be disclosed to the Board immediately. In either scenario, the Board shall consider whether the involvement of the Affected Person influenced or may have influenced the decision of the Board in the matter and take such steps as it deems necessary in the circumstances, including rescinding, varying or confirming the decision.

#### 5.0 Permitted Transactions

DFO may enter into a transaction or other arrangement with an Affected Person (or a person related to such person) if:

(a) the Affected Person:

- (i) declares a conflict of interest in respect of the proposed transaction or arrangement;



(ii) discloses to the Board the full nature and extent of his/her interest and/or, to the extent that he/she is able, the interest of any related person in the proposed transaction or arrangement;

(iii) establishes to the satisfaction of the Board that a) the proposed transaction or arrangement is fair and reasonable to the Company;

(b) the proposed transaction or arrangement would meet or exceed community expectations about the conduct of DFO; and

(c) the Affected Person does not vote on or attempt to influence the Board or any member thereof in its decision with respect to the proposed transaction or arrangement.

## **6.0 Confidential Information**

Affected Persons are required to comply with DFO's Code of Conduct- Confidentiality Provisions and may not use or disclose proprietary or Confidential Information of DFO except as permitted. In addition, Affected Persons may not use, on his/her own behalf, or while acting for, by, with or through another person or entity, any of DFO's assets, including DFO's Confidential Information for personal or other gain.

"Confidential Information" shall have the meaning ascribed to it in the Code of Conduct - Confidentiality provisions.

## **7.0 Miscellaneous**

Where an Affected Person is not uncertain as to whether he/she has a conflict of interest, the matter may be raised with the Board Chair for advice or guidance.

It is further the responsibility of all members of the Board and other Affected Persons who become aware of a real, potential or perceived conflict of interest on the part of an Affected Person to raise the issue for clarification, first with the Affected Person and, if still unresolved, with the Board.

Where the board is unable to assess whether an Affected Person has a real, potential or perceived conflict of interest the board may engage the services of external legal counsel to conduct an investigation of the issue. External legal counsel will provide their findings to General Counsel of DFO. General Counsel of DFO will review finding with the Board.

## **8.0 Sanctions on Breach**

Where, in the reasonable opinion of the Board, a person has breached any provision of this Code of Conduct, the Affected Person may be subject to one or more of the following sanctions as applicable:

- a) formal written reprimand;
- b) withdrawal of access to confidential minutes, reports and other materials that would otherwise have been distributed to the person;
- c) require the Affected Person to either divest or put in place mechanisms to rectify the conflict of interest; or
- d) removal of the person from the Board or as an Officer of DFO.

## **9.0 Acknowledgement/Compliance Statement**

Any person to whom this Policy applies is required to acknowledge his or her agreement to comply with this Policy by signing and delivering to the Secretary of the Company, the "Conflicts of Interest Acknowledgment/Compliance Statement", in the form attached as Schedule "A", at the time he or she becomes a Board Member or Officer or otherwise commences service to DFO.

## **SCHEDULE “D” – CORPORATE PLANNING AND REPORTING**

(Dairy Farmers of Ontario)

The corporate planning and reporting documents of the Dairy Farmers of Ontario (DFO) are essential communications vehicles for demonstrating responsible stewardship in administering and enforcing the designated legislation. As such, the DFO will strive to continuously improve and strengthen linkages between strategic planning, business planning and reporting.

Recognizing that corporate planning and reporting documents have a broad audience that includes government, sector stakeholders and the public, the DFO will use plain language so that the objectives and performance of the DFO are clear and easy for the average reader to understand.

The corporate planning and reporting documents should easily allow for comparisons between them. For example, the strategic objectives, commitments and activities in the business plan should be aligned with the outcomes contained in the annual report.

The DFO’s corporate planning and reporting documents will support the accountability framework as laid out in the Agreement.

In addition to the requirements specified directly in the Agreement, the DFO’s corporate planning and reporting documents shall include, at a minimum, the following:

### **1. BUSINESS PLAN**

The DFO will draft a business plan annually that identifies a coordinated set of activities to achieve the DFO’s longer term strategic objectives and timelines as it relates to the DFO’s administration and enforcement of the designated legislation. The business plan will state the specific activities that will be undertaken in the fiscal year, as well as identify resources to achieve the DFO’s strategic objectives and successfully deliver its services.

#### **1.1 Corporate Overview**

Include a description of the nature of the relationships between the DFO and the government and the Minister.

## 2. ANNUAL REPORT

The DFO's annual report is the primary mechanism for reporting results as it relates to their administration and enforcement of the designated legislation for the previous year. The annual report shall include, at a minimum, the following:

### 2.1 Organizational Overview

This section of the yearly RMQP report shall set out:

- Introduction
- Mandate, mission, vision and values
- Overview of the organization
- Nature of the relationships between the DFO and the Ministry
- Message from the Chair
- Message from the CEO

### 2.2 Report on Performance

#### Required Baseline Information

In accordance with section 2.5 of the *Milk Act*, the following shall be provided to OMAFRA annually:

- i) a summary of the activities of the Administrative Authority in respect of the administration and enforcement of the Designated Legislation and the exercise of regulation-making powers delegated to the Authority under section 19.1 of the *Milk Act* (currently described in O.Reg. 143/98) during the previous fiscal year; and
- ii) as part of the audited financial statements of the Administrative Authority for the previous fiscal year, a specification of:
  - A. the total dollar amount received from milk quality penalties under section 55 of Regulation 761, or any successor legislation;
  - B. the total dollar amount received from other fees, charges, penalties or costs established under section 19.1 of the *Milk Act*;
  - C. the total costs of testing loads of milk for inhibitors;
  - D. the total losses from dumping loads of milk for reasons related to non-compliance under the Act; and
  - E. the total direct expenses incurred by the Administrative Authority in administering and enforcing the Designated Legislation and exercising any regulation - making powers delegated under subsection 19.1 of the *Milk Act*.

### Performance Measures

The DFO shall report results for each performance measure as set out in the business plan, as it pertains to the administration and enforcement of the Designated Legislation. If the target has not been met, the DFO shall explain why achievement was not possible in that fiscal year.

The report shall also include:

(a) Performance Statistics:

When possible, statistical reports should be in chart form to facilitate comparisons over time.

The DFO may include any statistics it considers relevant to its administration of the designated legislation in this section. Performance statistics reported should, at a minimum, include:

- The activities completed over the prior year which reflect the activity measures in the business plan;
- The outcome results achieved in the previous year, which reflect performance against outcome measures and targets established in the business plan, in these areas:
  - Compliance and enforcement, such as, appeals, inspections, investigations, prosecutions;
  - Efficiency, such as turn-around times for complaints, inspections, discipline; and
  - Education and awareness initiatives, and handling of complaints;

(b) Review of Legislation, By-Law and Policy Changes:

Outline any changes made to the DFO by-laws or policies during the fiscal year as it relates to the administration of the designated legislation.

(c) French Language Services:

Report on the provision of French language services including how those services were provided, the percentage of French producers and any other statistics that the DFO considers relevant.

(d) Complaint Handling Process and Outcomes:

Report on how DFO's policies and procedures for de-escalating, responding to and assisting in the resolution of complaints by aggrieved persons was implemented. Including summaries addressing the following areas:

- i) Complaints that may impact dairy plants;
- ii) Response letters for producer challenges of test results or farm premises inspections;
- iii) Significant complaints which are escalated through the appeal process; and
- iv) Complaints where the complainant is likely to reach out to the Minister.

(e) Accessible Goods, Services, or Facilities:

Report on the provision of accessible goods, services or facilities pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, including how those goods, services or facilities were provided, the total number of inquiries that were received for accessible goods, services or facilities during the reporting period, and any other statistics that the DFO considers relevant.

### **2.3 Corporate Governance**

This section shall provide a summary of how the DFO is governed by providing, at a minimum, the following information, which may alternatively be posted on the public facing web site:

- Role of the Board
- Election/appointment process of the Board
- Committees of the Board
- Code of Conduct for Directors
- Board of Directors (including biographies)
- Board of Directors' terms of election/appointment
- Organization chart
- DFO Head Office contact information and address

### **2.4 Financial Statements and Notes**

The annual report shall include the audited financial statements, including any notes.

### **2.5 Management Discussion and Analysis**

This section shall provide a discussion and analysis intended to assist with an understanding of the material financial changes in the DFO's operations over the past fiscal year, to be read along with the financial statements and accompanying notes. This discussion shall include a breakdown of regulatory and non-regulatory business, if applicable.

A summary of the risk management plan including a summary of key information that conveys how the authority will ensure continuous delivery of critical business services in the event of an emergency (e.g. plans for alternative service delivery), shall be provided to the Minister annually for review at the same time as, or as a component of, the DFO's annual business plan. The occurrence of any risk(s) that required the use of any mitigations can be reported through the Annual Report.

## **SCHEDULE "E" – DFO INFORMATION ACCESS AND PRIVACY CODE**

### **ACCESS TO INFORMATION POLICY**

#### **A. Access to DFO Regulations, Orders and Policies**

Pursuant to Ontario Reg. 209/99 members of the public may request certain prescribed information in accordance with the following process:

The Corporate Secretary of DFO shall maintain at the board's head office copies of all:

1. Board Regulations,
2. Board Orders and
3. Policies and Policy statements,
4. Along with an index identifying the regulations, including an index identifying the board regulations, including amendments to them, by subject-matter; and
5. Any by-law made by the board which prohibits the secretary from disclosing documents, as identified in the by-law by title and date, which would disclose the pricing determined or established by the board in respect of a regulated product.

The secretary shall allow any person to inspect the documents described in subsection (1) without charge during normal business hours and, on request, shall provide copies of the regulations, orders and policy statements and by-law.

(3) Despite subsection (2), the secretary shall not allow the inspection of a copy of:

(a) an order that relates to a particular person; or

(b) a document which is prohibited from disclosure under a by-law described in section 5 above;

exempted pursuant to any applicable law or policy.

#### **B. Access to Your Personal Information**

You have the right to access and review the Personal Information we hold about you.

DFO endeavours to ensure that any personally identifiable information provided to us is accurate, current and complete for the purposes for which the information is used. You may review, update or correct any of your Personal Information held in DFO's files and your consents regarding its use and disclosure at any time by contacting DFO's Privacy Officer in any of the ways indicated below.

If you have any questions or concerns regarding DFO's policy and procedures, if you wish to change your consent to DFO's use and disclosure of your information, or if you wish to review, update, correct or have DFO delete your information from files, please contact:

Privacy Officer  
Dairy Farmers of Ontario  
6780 Campobello Road  
Mississauga, Ontario  
L5N 2L8

Telephone: (905) 821-8970

Email: [questions@milk.org](mailto:questions@milk.org)

We will not charge you for verifying or correcting your Personal Information and will endeavour to provide the information in question within a reasonable time. If we will not or cannot disclose information, we will provide the individual making the request the reasons for non-disclosure.

If we are unable to resolve your concerns to your satisfaction, you may contact the Privacy Commissioner of Canada:

The Privacy Commissioner of Canada  
30 Victoria Street  
Gatineau, Quebec  
K1A 1H3

### **C. Access to General DFO Information**

You may make a request for information in writing to the DFO Privacy Officer at:

Privacy Officer  
Dairy Farmers of Ontario  
6780 Campobello Road  
Mississauga, Ontario  
L5N 2L8

Telephone: (905) 821-8970

Email: [questions@milk.org](mailto:questions@milk.org)

Please ensure that your request includes that following information

#### **1. Requester's Information**

Last Name

First Name



Unit Number Street Number Street Name PO Box

City/Town Province

Postal Code

Telephone Number

Home Mobile Business ext. Email Address

**2. Description of Records Requested**

Time period of the records From: (yyyy/mm/dd) To: (yyyy/mm/dd)

**3. Method of access**

Receive copy (estimated cost will be provided).

Examine original (on site only)

If we are able to provide some or all of the requested information you will receive a confirmation by email or letter within 14 business days of the request. You will also be notified of the cost to make copies of the materials, if requested.

If we will not or cannot disclose information, we will provide the individual making the request the reasons for non-disclosure in writing within 30 days of the request.

**REQUEST FORM**

**4. Requester's Information**

Last Name

First Name

Unit Number Street Number Street Name PO Box

City/Town Province

Postal Code

Telephone Number

Home Mobile Business ext. Email Address

**5. Description of Records Requested**

Time period of the records From (yyyy/mm/dd) To (yyyy/mm/dd)

**6. Method of access**

Receive copy (estimated cost will be provided).

Examine original (on site only)

## PRIVACY POLICY

### Dairy Farmers of Ontario Commitment to Your Privacy

At Dairy Farmers of Ontario ("DFO"), we understand the importance of your Personal Information, respect your right to privacy and ensure your Personal Information is collected, used and disclosed only in the manner in which you have consented. Our Chief Privacy Officer is responsible for reviewing our privacy policies and practices regularly, ensuring our staff are trained on best practices and understand the importance of safeguarding your privacy, and responding to your questions and complaints about how we handle your Personal Information.

This Policy applies to all Personal Information you provide or submit to us through our websites, in person, over the telephone, or otherwise. It informs you of the types of Personal Information we collect, how we use and disclose it and how you can correct the Personal Information you provide to us. Please note that this Policy does not cover Personal Information you post to social media (such as Instagram™), chat rooms or other discussion forums and how persons receiving your information will use that information.

Personal Information refers to any personally identifiable information about you. It does not include aggregate data from which your identity cannot be determined. **For more information, click [here](#).**

Personal Information does not include:

- A person's business contact information, such as the person's name, title or position, business address, business telephone number or business e-mail address; nor
- Aggregate or de-identified information that cannot be associated with a person.

**PLEASE READ THIS POLICY CAREFULLY TO UNDERSTAND OUR POLICIES AND PRACTICES CONCERNING OUR COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION.**

## **What Personal Information do we collect and why do we collect it?**

We use your Personal Information only for the purposes we describe in this Policy, unless we tell you otherwise.

We collect Personal Information you provide through our websites, social media channels, or in-person events when you sign up for our Milk Calendar™, Milk Club™ e-newsletter or one of our educational activities, promotions or contests.

We collect:

- a) the Personal Information we need *to deliver what you signed up for and what you're eligible to receive*, such as your name, home address and telephone number(s) and/or email address;
- b) any additional Personal Information you choose to provide about yourself which helps us *to improve our services and our understanding of you and other dairy consumers*; and
- c) the Personal Information your digital device provides when you visit our websites and social media channels, including "cookies", which helps us *to understand your digital experience and work to improve it*.

We collect the Personal Information you provide through our websites, in-person events, over the phone when you call us, or social media channels (such as Instagram and Tiktok) when we run promotions or contests. Our websites include Milk.org, SavourOntario.ca, OntarioSchools.Milk.org, MilkClub.Milk.org.

You only have to provide the Personal Information we need to provide you with the service or information you're eligible to receive, as we more specifically describe when we request it. We use this Personal Information to:

- a) *respond to your requests for products or services, such as delivering the Milk Calendar™, our monthly newsletter, recipes, health and nutrition tips, educational materials, invitations to special events and contests;*
- b) *deliver prizes according to the rules of contests or special events you signed up for;*
- c) *manage our relationship with you; and*
- d) *fulfill requirements imposed by law and our legitimate business functions, including our role as a marketing board under the Milk Act.*

From time to time, we run surveys. Optionally, you can choose to participate in them and provide us with additional information, such as demographic information (e.g., age, gender, occupation, education, etc.), opinions or perceptions, which we use to:

- e) *improve our products, services and websites and better understand your needs;*
- f) *conduct market research, studies, analysis and surveys; and*
- g) *include you in advertising or marketing campaigns and other promotional activities and mailings.*

When you visit our websites, unless you tell us who you are or reveal any other personal information, we do not collect or store any information about you. The only information we collect and store is non-personally identifiable information such as the name of your Internet service provider, or computer operating system you are using, the type of the Internet browser you used, the domain name of the website from which you linked to our site and the pages you request. We use this non-personally identifiable information to generate aggregate statistics regarding our website activity and to improve your experience on our websites.

### **"Cookies"**

Like many other websites, we collect information from your digital device on your visits to our websites to improve your experience there. We do this primarily using "cookie" technology. A "cookie" is a small data file written to your computer's hard drive containing information that a website creates when you visit it, such as the timing of your visit, your IP address or unique device identifier, browser type, or domain name. There are "session cookies" that are used only during your visit and expire when you close your browser and "persistent cookies" that are stored on your browser or mobile platform.

We use both types of cookies and other web technologies to customize delivery of our website content so that we can see which areas are popular and which may need improvement. Most Internet browsers automatically accept cookies. You may set your Internet browser preferences to notify you when you receive a cookie or decline acceptance of cookies. If you decline acceptance of cookies, however, you may experience less than optimal performance of our website.

## **Who do we share your Personal Information with?**

We use vendors and contractors (for example, printers and marketing experts) in our planning and operations. We may share your Personal Information with these service providers on a need-to-know basis so they can provide solutions or services to us. They are only allowed to use, maintain and disclose your Personal Information on our behalf in accordance with this Policy, our instructions and the law. We limit their access to and use of your Personal Information to only what's needed to provide their services.

We do not disclose any of your Personal Information to any other persons, except:

- a) with your prior consent;
- b) as may be required or permitted such as where we're obliged to disclose such information by law, an order or requirement of a court, administrative agency or other government tribunal;
- c) To a person who, in our reasonable judgment, is seeking information as your agent;
- d) to protect the rights, privacy safety or property of others; or
- e) where the information in question is already in the public domain.

We use service providers help us plan and operate our business, technology systems and applications, internal procedures, infrastructure and advertising and marketing. They provide services to us such as data processing and hosting, document management, corporate support, contest administration, email deployment, marketing support, and processing, managing or analysis of consumer information. Our service providers are subject to confidentiality obligations and are contractually limited to using, maintaining and disclosing your Personal Information only on our behalf and only in accordance with this Policy, our instructions and the law.

We do not share Personal Information obtained through cookies with any third parties except as provided in this Policy.

There are situations in which DFO may need to disclose your Personal Information to a court, administrative agency or other government tribunal to comply with an Act of the Legislature or Parliament.

## **Your Consent**

We need your consent to collect, use or disclose your personal information, except as required or permitted by law. Your consent can be given expressly or impliedly, depending on the circumstances.

When you sign up to receive a product or service from us, you provide us with Personal Information. By doing so, you are agreeing to our use of that information in accordance with this Policy, the law, and any other terms identified (for example, contest rules), including disclosing that information to our service providers for the purposes we describe in this Policy and as otherwise permitted or required by law.

We will ask for your consent to use or disclose your Personal Information after it has been collected if we wish to use or disclose the information for a purpose not identified in this Policy.

Note that there may be instances where the law permits or requires the collection, use or disclosure of your Personal Information without your consent, for example in the context of fraud investigations, and where necessary to protect our legal interests or the safety of others.

At any time, you can stop consenting to our use of your Personal Information by contacting us and giving us reasonable notice. In our marketing communications to you, we will always identify ourselves and offer you an "unsubscribe" option to take yourself off our mailing list for similar communications. Otherwise, you can reach out using our Privacy Officer's contact details provided later in this Policy.

When you withdraw your consent, we may not be able to provide you with the service you were anticipating if we do not have the Personal Information we need to do so. In our response to your withdrawal of consent, we will advise you whether this is the case.

We follow all applicable laws and regulations concerning marketing and advertising to children and require children under the age of thirteen (13) to obtain the consent of their parent or legal guardian before providing any personally identifiable information to us. If you're the parent or legal guardian of a child under thirteen (13) years of age, you represent to us that you're legally entitled to provide consent on their behalf and have obtained all their necessary consents.

Your express consent is given in response to our request specifically asking for your consent, whether verbally or in writing. Your implied consent is given when we can reasonably

conclude, based on your actions or inactions, that you've given consent or when it is obvious that you would consent if directly asked.

Consent may be given digitally over your digital device or orally when information is collected in person or over the telephone.

In some cases, the web site or other media may prompt you to give your consent to the collection of certain Personal Information. In some circumstances, by clicking "I have read and I agree" (or similar language) you are giving us permission or consent to collect, use and disclose your Personal Information as described above in this Policy. In other cases, your consent is understood or implied such as when you respond to a survey, request information or updates from the web site or elsewhere.

If we ask for any sensitive Personal Information, we will always ask you for your consent with a more specific explanation of how and why we're asking for that information.

From time to time, we may change this Policy. When we do, we will inform you of any significant changes, so you may reconsider your consent. The most current version of this Policy will govern our use of your Personal Information. By continuing to access or use the Services after those changes become effective, you agree to bound by the revised Policy.

You may contact us at any time withdraw or change your consent to our collection, use or disclosure of your Personal Information subject to legal, regulatory compliance requirements.

You may, at any time, ask us not to send you further marketing materials about our products and services. Also, if you do not wish to receive further invitations to events, or information about contests, or other promotions, you may unsubscribe or contact us and ask that we not contact you for these purposes. You may also notify us that you do not wish us to use your Personal Information for any purposes that are not required at any time by contacting us in any of the ways described below.



## **How Long do We Keep Your Personal information?**

We keep your Personal Information as long as we need it for the purposes we identified and for any new purposes we identify and you consent to. We destroy, delete or convert such information into an anonymous form when it is no longer required.

We protect your Personal Information using security systems appropriate to the sensitivity of the information you provided. To keep your Personal Information safe from unauthorized collection, use, loss, misuse, disclosure or modification, we put in place a number of safeguards including contractual, organizational, structural and technological security standards. We also limit employee access to your Personal Information to only those employees who need it to provide you with the products, services or information you signed up for.

Although we take precautions against possible breaches of our security systems, no one can fully eliminate the risks of unauthorized access to your Personal Information and no website is completely secure. If you signed up for our Milk Club™ program, do not share your password with anyone. We cannot be responsible for any unauthorized access to your Personal Information that is beyond our reasonable control. We cannot guarantee that unauthorized access, hacking, data loss or breaches of our security systems will never occur.

Residual information may remain in our back-up files for a period of time after we destroy, delete or anonymize information in our primary files. Personal Information collected in the exercise of our regulatory authorities as a marketing board under the Milk Act may be retained indefinitely.

## **Accessing Your Personal Information**

We work to ensure that any Personal Information provided to us is accurate, current and complete for the purposes for which the information is used. You have the right to access and review the Personal Information we hold about you. You can make a written request for access and corrections, if there are any inaccuracies, to your Personal Information. You will need to provide as much information as you can to help us process your request and locate the information you require. This includes information that helps us verify your identity before we can grant your request.

See the contact information for our Privacy Officer at the end of this Policy. Contact our Privacy Officer to review, update or correct any of your Personal Information held in DFO's files and your consents regarding its use and disclosure at any time.

We generally respond to requests within 30 days, unless an extension of time is required. There may be instances where we refuse access or only partial information is provided, for example, in the context of an ongoing investigation or where another individual's personal information or identity must be protected.

### **Social Media, Chat Rooms, Discussion Forums, External Links**

We use social media as an extension of our presence on the Internet because it helps us communicate with dairy consumers and build a positive brand image. Our social media accounts are not hosted on our servers. When you publicly post your Personal Information on social media, it can be viewed by anyone who visits those platforms. If you choose to interact with us through social media, such as Instagram™, please read the terms of service and privacy policies of those platforms. Be mindful that when you post your Personal Information in chat rooms or other online discussion forums, that information will be made public and can't be removed from the Internet easily. This Policy does not cover Personal Information you post to social media, chat rooms or other discussion forums and how persons receiving your information will use that information.

We may offer links from our websites to the websites of third parties (including affiliated organizations). We do not own nor control these websites, so we can make no representations about their privacy policies or practices. Accordingly, please review their applicable privacy policies before providing your personal information to such third parties.

### **Changes to our Privacy Policy**

We reserve the right, at any time, to modify this Policy at our sole discretion. You will be bound by the modified Policy, which will be effective immediately when we post the revised Policy on our web sites.

You can always contact us with questions about the changes or to withdraw your consent if you do not agree with the changes to this Policy.

## **Contact Us**

If you have any questions or concerns regarding our Privacy Policy and procedures, if you wish to change your consent to our use and disclosure of your information, or if you wish to review, update, or correct your information in our files, please contact:

### **Privacy Officer**

Dairy Farmers of Ontario  
6780 Campobello Road  
Mississauga, Ontario L5N 2L8

**Telephone: (905) 821-8970**

**Email: [questions@milk.org](mailto:questions@milk.org)**

We will not charge you for verifying or correcting your Personal Information and will work to provide the information in question within a reasonable time. If we will not or cannot disclose information, we will explain our reasons for non-disclosure.

If we are unable to resolve your concerns to your satisfaction, you can contact the Privacy Commissioner of Canada:

### **The Privacy Commissioner of Canada**

30 Victoria Street  
Gatineau, Quebec K1A 1H3

## SCHEDULE "F" – DFO MONTHLY QUALITY DATA REPORT

The report below will be provided monthly.

### A. Tombstone Information:

1. License number
2. Producer Name (business owner name)
3. Farm Name (Business name on license)
4. Physical farm address (Business address) – county?
5. Premises Grade (A, Cond Grade A, Non-A, Unsanitary)
6. Penalty Level (1, 2, 3, 4) relates to Non-A and Unsanitary and test results

### B. Penalty Details (premises grade/penalty or shut off details):

1. Producer Name
2. Farm Name
3. Reason for penalty (Inspection -Conditional Grade A, Inspection - Non- Grade A, Inspection- Unsanitary Non Grade A, BSN > 40 % Non-Compliant, SCC > 40 % Non-Compliant, AFP.
4. Penalty Level (1, 2, 3, 4)
5. Penalty Amount
6. Monthly Milk Production (L) (used to calculate the penalty)
7. Shut Off Date
8. Shut Off Reason
9. Reinstatement Date

### C. Inspections Summary:

1. Number of inspections
2. Type of inspections (grade A, follow up, quality, GIS, etc.)

#### C.1) Inspection Details (Grade Changes):

- a. Licence #
- b. Producer Name
- c. Farm Name
- d. Previous Grade
- e. New Grade
- f. Date of Grade Change
- g. Reason for Change

### D. Laboratory Samples Summary:

1. Type of test (BSN, SCC, AFP (estimated and confirmation), INH)
2. Total number of completed tests by test type -
3. Total number of compliant tests by test type
4. Total number of non-compliant tests by test type
5. From existing suitable sample report:
  - a. Total number of samples submitted
  - b. Number of samples unsuitable for testing
  - c. Percentage unsuitable
  - d. Reasons

## SCHEDULE "F" – DFO MONTHLY QUALITY DATA REPORT

### **E. Non-compliant Test Results: (in relation to adverse results only)**

1. Licence #
2. Producer Name
3. Farm Name
4. Test Type: SCC, BSN, inhibitor, FPE, AFP
5. Non-compliant Test Date
6. Non-compliant Test Result

### **F. Missing Test Results:**

1. License number
2. Producer Name
3. Farm Name
4. Type of test not completed: SCC, BSN, FPE, AFP
5. Sample Collection Date
6. Reason for no test/results

### **G. Load Rejections:**

Include the current monthly DFO-Load Inhibitor report, which meets reporting and oversight requirements

### **H. BTMG:**

1. Certificate #
2. Name of Grader
3. Mailing Address of Grader
4. Certificate Expiry Date

#### **H.1) BTMG Accountability:**

1. Certificate #
2. Name of Grader
3. Action Taken
4. Reason for Action

### **I. Tank-Truck Summary:**

1. Date
2. # of trucks inspected
3. # of pass
4. # of conditional
5. # of fail

#### **I.1) Tank-Truck Details**

1. Truck #
2. Inspection Date
3. Reason for Conditional/fail
4. Reinspection Date
5. Reinspection Rating

### **J. Compliance Actions that are not already listed – for discussion: (inspections/lab results)**

1. Date
2. Infraction (test result or farm inspection)
3. Compliance tool applied (e.g. penalty application, warning letter, shut off, inspection frequency)

## SCHEDULE “G” – EFFECTIVE DATES OF CERTAIN PROVISIONS OF THE ADMINISTRATIVE AGREEMENT

Dairy Farmers of Ontario

The provisions of the Agreement specified in column A of the table below take effect on the date specified in column B of the table. For any provision listed below, the equivalent provision of the most recent prior agreement continues in effect until the date listed in column B.

A. Provision	B. Effective Date
<p><b>5.2 Administrative Authority – clause “e”</b>                      The Administrative Authority is responsible for developing and maintaining an up-to-date <b>written policies and procedures manual</b> for its administration and enforcement of the Designated Legislation</p>	<p>Upon Signing</p>
<p><b>5.2 Administrative Authority – clause “f”</b>                      The Administrative Authority is responsible for developing, maintaining and making available to the OMAFRA Director upon request, up-to-date written <b>procurement policies and procedures</b> for its administration and enforcement of the Designated Legislation in keeping with the spirit and principles of the most recent Ontario Public Service Procurement Directive to ensure that goods and services, including consulting services, information technology and laboratory services are acquired through a process that is fair, open and transparent</p>	<p>Upon Signing</p>
<p><b>5.2 Administrative Authority – clause “h”</b>                      ..developing, maintaining and making available to OMAFRA, DFO’s producers and upon request to the public up-to-date written <b>policies and procedures for de-escalating, responding to and assisting in the resolution of complaints</b> by aggrieved persons, received by the Administrative Authority related to its administration of the Designated Legislation in accordance with review requirements under the Ministry of Agriculture, Food and Rural Affairs Act;</p>	<p>November 30, 2024</p>
<p><b>5.2 Administrative Authority – clause “n”</b>                      The Administrative Authority shall post to their <b>public facing website</b>, a description of their role as a Delegated Administrative Authority and in administering and enforcing the designated legislation.</p>	<p>May 3, 2024</p>
<p><b>6. Conflict of Interest and Code of Conduct – clause “a”</b>                      A – i) The Administrative Authority shall:                      Create a <b>conflict of interest</b> policy and provide to OMAFRA Director upon request</p>	<p>Upon Signing</p>
<p><b>6. Conflict of Interest and Code of Conduct – clause “b”</b>                      The Board shall adopt a <b>binding code of conduct for the Board</b> members to prevent the possibility of any Board member advancing his or her personal or business interests, or the interests of another person or organization, ahead of the interests of the Administrative Authority.</p>	<p>Upon Signing</p>

SCHEDULE "G" – EFFECTIVE DATES OF CERTAIN PROVISIONS OF THE ADMINISTRATIVE AGREEMENT

A. Provision	B. Effective Date
<p>The code of conduct for Board members, as it may be amended from time to time, is subject to the review of the OMAFRA Director. Upon review by the OMAFRA Director, such code shall be attached to this Agreement as <b>Schedule "C"</b>.</p>	
<p><b>6. Conflict of Interest and Code of Conduct – clause "c"</b>                      The Board shall have a <b>method to oversee the conduct of board</b> members to ensure they are conducting themselves in accordance with the binding code of conduct as set by the Board.</p>	Upon Signing
<p><b>8. Raw Milk Quality Business Plan and Annual Report – clause "a"</b>                      The Administrative Authority shall enable the OMAFRA Minister to review and comment on the draft business plan and annual report, within a reasonable time period, estimated to be approximately twenty (20) days from the receipt of the documents, under normal circumstances, and prior to final approval of the Board;</p>	November 30, 2024
<p><b>8.1 Business Plan – clause "a"</b>                      The Administrative Authority shall provide the OMAFRA Director with a <b>business plan</b> (as described in <u>Schedule "D"</u>) as it relates to the administration and enforcement of the Designated Legislation, for the forthcoming year, no later than thirty (30) days after the end of the current fiscal year for the Administrative Authority.</p>	January 2025
<p><b>8.2 Annual Report – clause "a"</b>                      The Administrative Authority shall <b>provide the OMAFRA Director</b> within 90 days or such greater period of time as the Director may agree of the end of its fiscal year and annually thereafter, an annual report in respect of its administration and enforcement of the Designated Legislation that complies with Schedule D.</p>	January 2025
<p><b>8.2 Annual Report – clause "c"</b>                      The Administrative Authority shall develop a plan for <b>measuring client satisfaction</b> with their administration and enforcement of the Designate Legislation on a regular basis. The Administrative Authority shall conduct the activities described in the plan and shall share a summary of the plan and associated results with the OMAFRA Director;</p>	January 2025
<p><b>8.2 Annual Report – clause "d"</b>                      The Administrative Authority shall have a <b>risk management plan</b> that complies with Schedule D.</p>	January 2025
<p><b>8.2 Annual Report – clause "e"</b>                      The Administrative Authority shall establish performance measures regarding the administration of the Delegated Legislation, subject to review of the Director within one year of signing this agreement. This stable <b>set of performance measures</b> will reflect the regulated sector and enable a year-to-year comparison. Where a year-to-year comparison is not possible because of a change in performance measures, the Administrative Authority shall give the Director sufficient</p>	March 2025

SCHEDULE "G" – EFFECTIVE DATES OF CERTAIN PROVISIONS OF THE ADMINISTRATIVE AGREEMENT

A. Provision	B. Effective Date
information to enable a proximate comparison of the changed performance measure; ...	
<p><b>12. Records, Privacy and Access – clause “c”</b>            Shall have an <b>access and privacy code</b> addressing issues of access to its records, protection of personal information, and effective procedural rights and remedies.            Schedule E</p>	Upon Signing
<p><b>13. Data Access – clause “b”</b>            The <b>Sample Data report</b> template shall be agreed upon by OMAFRA and appended to this agreement as <u>Schedule “F”</u> Monthly Quality Data Report.</p> <p><b>14. Raw Milk Quality Inspection Results</b>            DFO shall provide monthly summaries in the form of <u>Schedule “F”</u> Monthly Quality Data Report. Additional information of specific results can be made upon request by OMAFRA where necessary to meet OMAFRA operational needs.</p>	Upon Signing
<p><b>15. Litigation – clause “g”</b>            The Administrative Authority shall develop policies for the <b>conduct of prosecutions</b> that accord with the principles set out in any Ministry of the Attorney General prosecution-related policies, guidelines, codes or similar documents provided to it by the Minister.</p>	Upon Signing
<p><b>17. Insurance – clause “b”</b>            The Administrative Authority shall provide the Minister with <b>certificates of insurance</b> or other proof as may be required by the Minister, that confirms all of the insurance coverage as provided for in clause (a), and renewal replacement or before the expiry of any such insurance.</p>	Upon Signing
<p><b>18. Code of Conduct for Compliance Personnel – clause “a”</b>            The Administrative Authority shall develop a code of conduct for its <b>compliance personnel</b> relating to the Administrative Authority’s compliance and enforcement responsibilities under the Designated Legislation that is in keeping with the spirit and principles of the most recent Ontario Public Service Regulators’ Code of Practice</p> <p>The Administrative Authority shall provide its code of conduct to the OMAFRA Director, as it is updated from time to time, and made available to the public upon request.</p>	Upon Signing
<p><b>22. Communications and Information Sharing – clause “a”</b>            Shall <b>designate an administrator and an alternate</b> who will be the primary contact for all issues or communications related to this Agreement.</p> <p>A list shall also be provided identifying all staff, including their position, who work on specific issues as it relates to the administration and enforcement of the Designated Legislation. Contact information shall be maintained and</p>	Upon Signing



SCHEDULE "G" – EFFECTIVE DATES OF CERTAIN PROVISIONS OF THE ADMINISTRATIVE AGREEMENT

A. Provision	B. Effective Date
updated annually or as often as required.	
<p><b>22. Communications and Information Sharing – clause “b”</b>                      The parties shall develop <b>procedures for the sharing of information</b> and the resolution of issues that may arise during the course of the Administrative Authority’s administration of the Act.</p> <p>Upon approval by the OMAFRA Director, such procedures shall be attached to the Agreement as <u>Schedule “B”</u>.</p>	Upon Signing
<p><b>32. Public Document – clause “a”</b>                      a) The Administrative Authority shall <b>post this Agreement</b> on a publicly accessible part of its website within thirty (30) days of the effective date of this Agreement and thirty (30) days of execution of any amendments thereafter.</p>	30 days post signing