

# REGULATION ON THE PROVISION OF INFORMATION BY CASH CROP PRODUCERS IN QUEBEC

**Act respecting the marketing of  
agricultural, food and fish products**  
(R.S.Q., c. M-35.1, a. 97, 193)

## SECTION I PROVISION OF INFORMATION

1. With the exception of marketing contracts for wheat intended for human consumption, a producer targeted by the Joint Plan of cash crop producers in Quebec (L.R.Q., c. M-35.1, r.177) is required to fax or email to the *Fédération des producteurs de cultures commerciales du Québec*, before 5 p.m. the working day after the day each grain marketing contract is agreed to, a document that the producer has requested that the buyer sign and which contains the following information relative to the verbal or nonverbal contract:

- 1° The producer's name and address;
- 2° The name and address of the buyer;
- 3° The sales contract number, where applicable;
- 4° The date of agreement between the parties;
- 5° The type of grain, quantity expected and the quality or expected class of the grain sold;
- 6° The location where the buyer is to take possession of the grain;
- 7° The period or date of delivery of the grain sold ;
- 8° The acknowledged classification and weight of the grain sold at the time of delivery;
- 9° The selling price or method used to determine it , methods of payment and currency selected;
- 10° Any premium or discount applicable on the selling price based on the quality or classification of the grain and all other costs agreed to in advance by the parties;

When an amendment is made to one of the items identified in the first paragraph, the producer shall advise the *Fédération* of this amendment in the same manner and within the same delay as if the amendment were a new contract.

“Wheat intended for human consumption” is designated as the varieties of bread wheat listed in Clause 1 of the *Règlement sur la mise en vente en commun du blé destiné à la consommation humaine* (L.R.Q., c. M-35.1, r. 175).

2. The producer may mandate a third party to discharge the obligation provided for in Clause 1 in his name, but the producer remains liable for providing the information.

3. Notwithstanding Clause 1, the producer who is unable to provide the information by facsimile or email must communicate this information to the *Fédération* by telephone before 5 p.m. the working day after the day the contract is agreed by the parties and provide confirmation of this information by mail within the same delay.

## **SECTION II USE OF THE INFORMATION**

4. The Fédération uses the information provided by the producer to apply the Joint Plan, agreements and regulations adopted in conformity with the Act respecting the marketing of agricultural, food and fish products (R.S.Q., c. M-35.1).

5. Information provided by the producer to the Fédération is handled confidentially; the Fédération does not disclose the information to anyone, with the exception of its Board of Directors and before the *Régie des marchés agricoles et alimentaires du Québec* or any other tribunal or *La Financière agricole du Québec* within the framework of a written agreement foreseeing terms of communication and use.

However, the Fédération may compile information received from producers for the purpose of analysis, study and market information and disseminate the results of its compilations.

6. For at least three years following the date of their preparation, the producer shall maintain the documents attesting to the exactitude of information provided.

## **SECTION III VERIFICATION AND APPLICATION**

7. The Fédération may proceed with necessary verifications for the application of the regulation by producers targeted by the Joint Plan.

8. Failure by the producer to provide to the Fédération information foreseen in Clause 1 in the manner and within prescribed delays contravenes Clause 193 of the Act respecting the marketing of agricultural, food and fish products (R.S.Q., c. M-35.1).

9. This regulation comes into effect on July 26, 2011.