

## Membership Agreement

Under the terms of this Membership Agreement (Agreement), the Company identified below, (hereinafter referred to as “You” or “Obligated Steward”) is responsible for the collection and disposal of post-consumer health products (medications/sharps) under one or more Provincial/Territorial statutes or regulations. The Health Products Stewardship Association (HPSA) is a not-for-profit association formed as a stewardship agency to represent the health products industries in Canada.

The Obligated Steward acknowledges to the Association that it wishes to take advantage of Membership in the Association in order to meet the requirements of provincial/territorial regulations affecting their product categories as defined below:

I. DEFINITION. As used herein:

The term “Provinces/Territories” means all Canadian Provinces/Territories which have enacted Regulations, including, without limitation, British Columbia, Manitoba, Ontario and Prince Edward Island.

The term “Regulations” means applicable provincial/territorial legislation, regulations and bylaws mandating that a Member ensure the collection and disposal of pharmaceutical, natural health products and sharps in an environmentally responsible manner. All applicable recycling regulations currently in place are: *BC Recycling Regulation*, the Manitoba *Household Hazardous Material and Prescribed Stewardship Regulation*, the Ontario *EPA 298/12 Regulation* and the Prince Edward Island *Materials Stewardship and Recycling Regulations under the Environmental Protection Act* and any future regulations enacted in other provinces/territories related to stewardship obligations for health products.

The term “Pharmaceutical and natural health products” means all prescription drugs, non-prescription drugs and natural health products sold into any Province/Territories.

The terms “Sharps” means a needle, lancets, or similar instrument that is designed to puncture the skin of individuals or companion animals for medical purposes sold into any Province/Territories.

II. FEE STRUCTURE. A fee means the administration charges assessed on the Member by the Association to meet the capital and operating costs of the Association. By no later than November 30 of each year, HPSA shall make a non-binding estimate of the total Fees payable by the Member in respect to the following year. From time to time during the year, HPSA will keep the Member promptly informed of any material adverse change in its estimate of the Fees. HPSA intends that all Fees shall be calculated by HPSA on a fair basis with a view to ensuring, so far as reasonably possible, that HPSA in total incurs neither a profit nor a loss.



III. YOUR OBLIGATIONS. You agree to do the following:

1. Transmit to HPSA a completed and signed copy of this Agreement along with a description (name of brand or private label) of the Member's health products, each separated into material category, that is, prescription drugs, non-prescription drugs, natural health products or sharp devices for which the member will be covering charges.
2. By the end of February following every calendar year after this Agreement is signed by Obligated Steward, send to HPSA the following:
  - (a) An accurate report of your wholesale total for OTC's, NHP's and when applicable sharps using the reporting forms provided by HPSA.
  - (b) Payment equal to the requisite Fee as determined by HPSA for programs listed on the invoice prepared by HPSA.
  - (c) Subject to Article II above, HPSA may adjust this fee partly through the fiscal year with sixty (60) days' notice to Obligated Steward.
3. Promptly respond to any written communication from HPSA regarding reports or payments to HPSA:
  - (a) HPSA reserves the right to revoke the membership of an Obligated Steward for non-payment of HPSA invoice with 60 days written notice.
4. With respect to the promotion and education, the member shall meet the requirements set out in specific section of REGULATIONS referenced in Section 1:
5. This Agreement is in force for so long as the regulated Stewardship Programs are in force. This Agreement may be Terminated by the Member (i) by at least 30 days advance written notice to HPSA, to take effect either immediately or at such time as may be specified in such notice, following any material breach by HPSA of any of its obligations under this Agreement, which cannot be remedied to the Member's reasonable satisfaction (ii) within thirty (30) days of receipt by HPSA of a written request from the member; or (iii) by either party immediately, by notice in writing to the other, if any applicable Provincial/Territorial regulator shall rescind the approval of HPSA's Stewardship Plan, such termination only applying to such Province/Territory.

IV. HPSA agrees to do the following:

1. The Association will perform your obligations under the Regulations in the Provinces/Territories except where an individual Obligated Steward is directly required to fulfill a regulatory obligation that cannot be performed by HPSA.
2. The Association will operate a Medications/Sharps Program pursuant and consistent with Provincial/Territorial regulations as listed in a document titled "Steward Summary" and amended from time to time for specific Provincial/Territorial or program changes including incremental provinces/territories.
3. The Association will develop a Stewardship Plan where required by Regulations which shall detail how the Association will achieve compliance with the Regulations and show how the program will be funded.



4. All approved Stewardship plans and related information such as annual reports are listed on our web site and HPSA will undertake to keep this current.
5. After receipt of your completed and signed Agreement, the Association shall provide the member with specific information pertinent to payments and reports.
6. HPSA will possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability with combined single limits of not less than \$2,000,000 per occurrence, \$5,000,000 general aggregate. HPSA shall cause a certificate(s) of existing insurance executed by the insurer to be provided to the Member upon reasonable request.
7. HPSA shall: i) act in the best interests of all Members as a whole; (ii) use reasonable commercial efforts to carry out its obligations diligently and in a reasonable, proper and cost effective manner having regard to the interests of all Members in securing compliance with the Regulations; and (iii) exercise the skill and expertise to be reasonably expected of an organization whose stewardship plan is approved by the applicable regulators pursuant to the Regulations.

#### V. CONFIDENTIALITY

1. The Members and HPSA each acknowledge that all customers, technical, financial and other business information received from the other in connection with the Agreement is considered private and confidential.
2. Both the Member and HPSA will use reasonable diligence and care to prevent the unauthorized disclosure, reproduction or distribution of such confidential information to any other person, unless first consented to in writing by the disclosing party. Such confidential information will exclude: (a) information that is already in the public domain; (b) information already known to the receiving party as of the date of the disclosure, unless the receiving party agreed to keep such information in confidence at the time of its original receipt; (c) information hereafter obtained by the receiving party from a source not otherwise under an obligation of confidentiality with the disclosing party; and (d) information that the receiving party is obligated to produce under order of a court of competent jurisdiction, provided that the receiving party promptly notifies the disclosing party of such an event so that the disclosing party may seek an appropriate protective order.
3. This article V shall survive termination or expiration of this Agreement.

#### VI. RELATIONSHIP OF PARTIES

This Agreement does not constitute a partnership or joint venture, and nothing herein contained is intended to constitute, nor will it be construed to constitute, such a partnership or joint venture. Except as expressly provided in this Agreement, neither party will have any power or authority to act in the name or on behalf of the other party, or to bind the other party to any legal agreement.

#### VII. GOVERNING LAW

This agreement shall be deemed to have been made in the province of Ontario and shall be construed and interpreted according to the laws of the province of Ontario and the applicable laws of Canada.



BY SIGNING THIS AGREEMENT, I CERTIFY THAT I AM AUTHORIZED TO BIND THE ENTITY ON BEHALF OF WHICH I AM SIGNING AND HAVE REVIEWED AND ACCEPT THE TERMS AND CONDITIONS.

**FOR OBLIGATED STEWARD:**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

By:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

HEALTH PRODUCTS STEWARDSHIP ASSOCIATION **hereby accepts the foregoing applicant as a Member of the Association** (A Signed copy will be returned to the member)

**this      day of                      , 2019**

Per: \_\_\_\_\_

Authorized Signature