



COLLECTION LOCATION TERMS AND CONDITIONS

1. Introduction

These Collection Location Terms and Conditions (“**Agreement**”) apply to the receiving, handling and storage of Pharmaceutical and Medical Sharp waste returned by the Public, and govern the relationship between each Collection Location (as defined below) and the Health Products Stewardship Association (“**HPSA**”).

2. Definitions

Approved Sharp Container: A hard shell, colour-coded, plastic container that is leak and tamper resistant and is labelled with the universal biohazard symbol and is designed to hold needles and other medical devices that contain a Medical Sharp; this includes HPSA labelled containers designed to hold Medical Sharps supplied by HPSA as well as non-HPSA labelled containers brought back by members of the public to the extent they are hard shell, leak and temper resistant and labelled with the universal biohazard symbol.

Collection Location: A site where Members of the Public can drop off MRP Waste and SCP Waste and includes, but is not limited to, Retail Pharmacies and other locations that have agreed to become a registered HPSA Collection Location.

Customer: A patron of a Collection Location.

Medical Sharp: A needle, safety engineered needle, lancet, or other instrument designated to puncture the skin for medical purposes and includes anything affixed to the sharp, including a syringe.

Medical Sharp Waste Over-Packing: Plastic liner and medical sharp waste cardboard box supplied to the Collection Location by HPSA into which Approved Sharp Containers are placed for storage and proper disposal.

Members of the Public: Persons who lawfully obtain and possess Pharmaceutical Products or Medical Sharps for their own use or for the use of a household member, including a companion animal.

MRP: The medication return program operated by HPSA.

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MRP Container: A hard shell plastic container and hard-shell lid supplied to the Collection Location by HPSA, with HPSA markings on the outside, that is used as a receptacle for the Pharmaceutical Product waste returned by Members of the Public.

MRP Waste: Unused and/or expired Pharmaceutical Products returned to the Collection Location by Members of the Public.

Pharmaceutical Product(s): Health products sold directly to the public and include prescription drugs, non-prescription drugs and natural health products.

Retail Pharmacy: A public-facing community pharmacy licensed by the provincial College of Pharmacists, that is accessible to the public with posted business hours.

SCP: The sharp collection program operated by HPSA.

SCP Waste: Used Medical Sharps returned by Members of the Public.

Services: Has the meaning provided to this term in Section 4.1.

3. Purpose of the Agreement

3.1 HPSA is an industry-led, not-for-profit organization representing producers of Pharmaceutical products and Medical Sharps in Canada, formed to fulfil a producers' stewardship obligations in provinces with regulations that mandate the safe and effective collection of MRP Waste and SCP Waste.

3.2 Providing the Services pursuant to the Agreement allows HPSA to meet its regulatory obligations.

3.3 HPSA provides the Services to the Collection Location pursuant to the Agreement at no cost to the Collection Location.

3.4 Participation by the Collection Location in the SCP and MRP is voluntary.

4. Services

4.1 HPSA provides the following services (the "**Services**") to Collection Locations at no cost:

- a) a supply of MRP Containers, Approved Sharps Containers, and Medical Sharp Waste Over-Packing for the collection of MRP and SCP Waste collected at the Collection Location; and
- b) collection and processing of full MRP Containers, and Medical Sharp Waste Over-Packing containing Approved Sharps Containers from the Collection Location.

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4.2 HPSA may inspect any MRP Containers, Approved Sharps Containers, and Medical Sharp Waste Over-Packing for compliance with this Agreement before collection and may refuse to accept any MRP Waste or SCP Waste which poses a health or safety risk in accordance with Section 6.2a).

4.3 HPSA shall comply with and operate the MRP and SCP in accordance with all applicable municipal, provincial and federal regulations.

5. Collection Locations

5.1 The Collection Location will collect acceptable MRP Waste and SCP Waste pursuant to Section 6.1 free of charge to Members of the Public.

5.2 The Collection Location shall operate in accordance with all applicable municipal, provincial and federal regulations and the Health Canada Guidance Document CS-GD-021 - "Handling and destruction of post-consumer returns containing controlled substances".

5.3 The Collection Location must provide HPSA with the contact information of a pharmacist on record with the applicable provincial College of Pharmacists who will be HPSA's main contact at the Collection Location. If the Collection Location is not a Retail Pharmacy and does not have a pharmacist on record, then the Collection Location and HPSA will agree upon and appoint the main contact at the Collection Location.

5.4 Collection Locations must not provide MRP Containers, Approved Sharps Containers, or Medical Waste Over-Packing supplied to the Collection Location by HPSA to other businesses, including but not limited to doctor's offices or clinics.

6. Acceptable and unacceptable waste

6.1 Acceptable Waste

a) The following types of waste returned to the Collection Location by Members of the Public will be accepted by HPSA:

- (i) MRP Waste; and
- (ii) SCP Waste in Approved Sharp Container(s).

b) The Collection Location shall accept MRP Waste and/or SCP Waste whether the Member of the Public is a Customer of the Collection Location or not.

6.2 Unacceptable Waste

a) The Collection Location may refuse to accept MRP Waste or SCP Waste if it poses a health or safety risk to its staff (i.e., Medical Sharps in a plastic bag or loose creams or gels in Ziploc).

b) MRP Waste and SCP Waste must be packaged separately.

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- c) The following wastes are not acceptable to HPSA and must not be collected by the Collection Location for the purposes of the MRP and/or SCP:
- (i) Medical waste generated by Members of the Public other than MRP Waste or SCP Waste;
 - (ii) Pharmaceutical Product waste generated by the business of the Collection Location (e.g., short dated, expired, recalled, withdrawn pharmaceuticals and expired seasonal medications from the dispensary);
 - (iii) Medical Sharps waste from immunizations (e.g., flu/COVID shots) administered on site by the Collection Location;
 - (iv) Pharmaceutical Products waste or Medical Sharps waste from hospitals or methadone clinics,
 - (v) Expired pharmaceutical samples from a dentist or doctor's office;
 - (vi) Veterinary pharmaceutical waste from agricultural/commercial operations;
 - (vii) Mercury thermometers or any other items containing mercury;
 - (viii) Aerosol containers (except used inhalers);
 - (ix) Batteries;
 - (x) COVID tests; and
 - (xi) Any other hazardous waste, as that term is defined by the applicable municipal and provincial laws and federal laws.

7. Collection and Storage of Waste

7.1 MRP Waste – Collection

- a) All solid MRP Waste shall be placed into the MRP Container by the Collection Location.
- b) Liquid medications, gels and powders should be placed directly into the MRP Container in their primary packaging.
- c) No free liquid or powder shall be placed in the MRP Container.
- d) No SCP Waste shall be placed in the MRP Container.

7.2 MRP Waste – Storage

- a) The Collection Location must ensure that any MRP Container lid is securely closed when it is full and ready for collection by the service provider hired by HPSA for collection, by applying firm pressure to the lid and locking it for storage, pick up and transportation with zip ties.
- b) The weight of a full MRP Container shall not exceed 23 kg.
- c) Narcotics and controlled drugs and substances returned by Members of the Public should be managed according to the requirements of applicable municipal, provincial and federal laws.
- d) MRP Containers are to be stored at all times by the Collection Location in a location where access is controlled and restricted to trained Collection Location employees only.

7.3 SCP Waste – Collection

- a) The Collection Location shall only accept SCP Waste returned by Members of the Public in an Approved Sharps Container.

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- b) Members of the Public attempting to return SCP Waste in a non-conforming container shall be provided with an Approved Sharps Container and instructed to transfer the SCP Waste from the non-conforming container to the Approved Sharps Container and then return it to the Collection Location.
- c) Employees at the Collection Location shall inspect each Approved Sharps Container to ensure the lid is in a closed and locked position.

7.4 SCP Waste – Storage

- a) Approved Medical Sharp Containers are to be stored by the Collection Location at all times in the dispensary where access is controlled and restricted to trained Collection Location employees only.
- b) Employees at the Collection Location shall place each Approved Sharp Container in a Medical Sharp Waste Over-Packing.
- c) Employees at the Collection Location shall ensure that Medical Sharps used to administer antineoplastic (cytotoxic) drugs are deposited into an Approved Sharp Container that will be placed in an Over-Packing labelled with a cytotoxic label.
- d) Once the Medical Sharp Waste Over-Packing is full, the Collection Location must ensure that the plastic liner is securely tied, and the Medical Sharp Waste Over-Packing is closed and secured.
- e) The weight of each full Medical Sharp Waste Over-Packing should not exceed 20 kg.

8. Public Education

8.1 The Collection Location may, at the point of display or point of sale of a Pharmaceutical Product or Medical Sharp, prominently display education and awareness information about the MRP and SCP as provided by HPSA.

8.2 HPSA shall ensure that any such education and awareness information complies with all applicable municipal, provincial and federal laws and shall not violate any third-party interests (including but not limited to their intellectual property rights).

8.3 The Collection Location's trained employees may, at their discretion, educate members of the Public about returning MRP Waste and SCP Waste to the Collection Location.

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9. Training

9.1 HPSA will provide optional training at the Collection Location on the terms and conditions of this Agreement including the proper collection, handling and storage of MRP Waste and SCP Waste at times agreed to by the parties.

10. Record Keeping

10.1 The Collection Location will promptly inform HPSA in writing of any change in its operations that could affect its status as a Collection Location.

10.2 The Collection Location shall keep any shipping document associated with the transportation of MRP Waste and/or SCP Waste on file for two (2) years, and make such documentation available to HPSA on 30 days' written request.

11. Suspension

11.1 If the Collection Location fails to meet its obligations under this Agreement for more than fifteen (15) days, HPSA will issue the Collection Location a written notice of noncompliance.

11.2 If the Collection Location fails to remedy the noncompliance within fifteen (15) days of the written notice, HPSA will suspend the Collection Location from receiving the Services for three (3) months.

11.3 Provision of evidence of actions taken by the Collection Location for return into compliance with the requirements of this Agreement shall be provided in writing to HPSA to resume HPSA Services.

12. Indemnity

12.1 HPSA shall indemnify the Collection Location against all and any loss it may suffer as a result of anything arising from, and only to the extent directly caused by, HPSA's breach, non-compliance or default of its obligations under this Agreement.

13. Termination

13.1 Termination by the Collection Location

a) The Collection Location may terminate this Agreement at any time upon fourteen (14) days' written notice.

13.2 Termination by HPSA

a) HPSA may terminate this Agreement at any time upon fourteen (14) days' written notice to the Collection Location.

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