

Information for brand-owners selling pharmaceuticals products in British Columbia

- ✓ Obligated brand-owners
- ✓ Recycling Regulation
- ✓ Membership forms
- ✓ Schedule “ A”



To Whom It May Concern:

Post-consumer Pharmaceutical Stewardship Association (PCPSA) was formed in response to the B. C. Recycling Regulation and is the Steward for all brand-owners of pharmaceutical and self-care health products. The *Medication Return Program* provides a way for consumers to dispose of their unused or expired products in an environmentally responsible manner.

To assist you in understanding your company's obligations as described in the Recycling Regulation enacted in October 7, 2004, please refer to Part 1 Producer then point 2 Producer must. The regulation is quite clear, all brand-owners of pharmaceutical products (prescriptions and natural health products) sold in British Columbia must take cradle-to-cradle responsibility for the safe management of their products. Please note that NHP are drugs at the level of the *Food and Drugs Act*.

If you own a brand of products you are a producer as defined under the regulation and therefore subject to its requirements. Other companies selling medications in British Columbia have fulfilled their obligations by contributed to the *Medication Return Program*. A list of members is available on our website.

Should you have any questions, please contact Ginette Vanasse at 613-723-7282; or by e-mail: at [ginette.vanasse@medicationsreturn.ca](mailto:ginette.vanasse@medicationsreturn.ca)

Yours cooperation is greatly appreciated,

Ginette Vanasse  
Executive Director



## Application for Membership

### Who we are:

The Post-Consumer Pharmaceutical Stewardship Association (PCPSA) is a not-for-profit organization operating in Canada. Its' members are companies involved in the manufacturing, distribution and/or selling of prescription and nonprescription drugs and self-care health products in Canada. PCPSA's mandate is to be the Steward for environmental waste management programs of post-consumer pharmaceutical and self-care health products. With safe and effective programs in place, consumers will be able to dispose of expired and used medications at community pharmacies.

A Board of Directors nominated and elected by members will manage PCPSA.

### Fee Structure:

Members' fees are based on a formula representing a fair share for the type of product sold in British Columbia over the past 12 months. The remittance covers the costs needed to administer the *Medications Return Program*.

A budget is developed and approved annually by the Board of Directors.

### Contact Information:

Name: .....

Title: .....

Company: .....

Address: .....

City, Province, Postal Code: .....

Website: .....

Phone:.....

Fax:.....

E-mail address:.....

Alternate Contact Name:.....

E-mail address:.....



The undersigned hereby applies for membership in the Post-Consumer Pharmaceutical Stewardship Association as a non-Affiliated Member (not affiliated with Canada's Research-Based Pharmaceutical Companies, Canadian Generic Pharmaceutical Association or NDMAC Advancing Canadian self-care). The undersigned acknowledges and agrees that by signing this application the undersigned makes the representations as to the undersigned's eligibility for membership in the Association as an Member and, upon this application being accepted by the Association, becomes entitled to the rights, and agrees to comply with the obligations, of an Member of the Association, all as set out in the Terms of Membership attached hereto as Schedule "A".

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

\_\_\_\_\_  
PCPSA hereby accepts the foregoing applicant as non-Affiliated Member of the Association this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**POST-CONSUMER PHARMACEUTICAL STEWARDSHIP ASSOCIATION**

Per:

\_\_\_\_\_  
Authorized Signature

(Copy signed by PCPSA Executive and returned to Company)

## SCHEDULE “A”

### POST-CONSUMER PHARMACEUTICAL STEWARDSHIP ASSOCIATION

#### TERMS OF MEMBERSHIP

##### Section 1 – Definitions

- 1.1 In these Terms of Membership, unless the context otherwise requires:
- (a) **“Act”** means the *Waste Management Act*.
  - (b) **“Applicant”** means a person applying to become a Member;
  - (c) **“Association”** means the Post-Consumer Pharmaceutical Stewardship Association, a corporation incorporated under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32, as amended;
  - (d) **“Auditors”** means the Canadian firm of chartered accountants retained by the Association from time to time to provide services to the Association and its Members;
  - (e) **“Board”** means the Board of Directors of the Association;
  - (f) **“Brand Owner”** means a person who is the owner or licensee of a trade mark under which a product is sold or otherwise distributed in British Columbia, whether the trade mark is registered or not
  - (g) **“Fee”** means the amounts constituting the initiation, operating and administration fees assessed on the Members (Affiliated and Non-Affiliated) by the Association to meet the capital and operating costs of the Association, as initially determined by the Board and thereafter by the Members in accordance with the by-laws of the Association;
  - (h) **“Members”** means the Affiliated Members and the Non-Affiliated Members of the Association as defined by the by-laws of the Association and, “Member” means any one of them;
  - (i) **“Membership Agreement”** means the membership application of an Applicant who applies to become a Member which has been accepted by the Association;
  - (j) **“Ministry”** means the British Columbia Ministry of Environment;
  - (k) **“Plan”** has the same meaning as in the Regulations;

- (l) **“Product Category”** has the same meaning as contained in section 4 of Schedule 1 to the Regulations;
  - (m) **“Product”** means an item within a Product Category;
  - (n) **“Regulations”** means the *Recycling Regulation* B.C. Reg. 449/2004 made pursuant to the Act, as amended;
  - (o) **“Stewardship Program”** means a stewardship program as described in sections 5 of the Regulations.
- 1.2 Words implying the singular number include the plural and vice versa; words importing any gender include the masculine, feminine and neuter gender; and words importing persons include individuals, bodies corporate, partnerships and incorporated organizations.

## **Section 2 - Statement of Intention**

- 2.1 Each Applicant acknowledges to the Association that the Applicant is requesting membership in the Association as a Brand Owner in British Columbia of Products and wishes to take advantage of membership in the Association to meet the requirements of the Stewardship Program.

## **Section 3 – Membership**

- 3.1 Each Applicant will be considered a Member and in compliance with the Stewardship Program upon submitting a signed application for membership, complying with the terms detailed below and the Association accepting the application for membership.

## **Section 4 – Term of Membership**

- 4.1 Each Applicant acknowledges that upon the Applicant’s execution of the Membership Agreement and payment of the Fees that the Applicant will maintain membership in the Association, subject to the by-laws of the Association, for a period of not less than one (1) year from the date of acceptance of the Membership Agreement by the Association. Subsequent to such initial one (1) year term, membership in the Association, and the obligations flowing from membership, shall be deemed to be renewed annually on the anniversary date of acceptance of the Membership Agreement by the Association, unless the Applicant provides not less than twelve (12) months prior written notice to the Board by registered mail of the Applicant’s intention to withdraw as a Member from the Association effective on the next anniversary date.

## **Section 5 –Remittance of Fees**

- 5.1 Each Member will remit Fees, within 30 days of invoicing, representing each Product sold or otherwise distributed by the Member as a Brand Owner in British Columbia for the twelve (12) month period ending on December 31<sup>st</sup> of the immediately preceding year. The remittance to the Association shall be in the form and fashion determined by the Board from time to time.

### **Section 6 – Participation in Meetings by Telephone**

- 6.1 Each Member consents to the holding of meetings of the Members by means of such telephone, electronic or other communication facilities as permit all persons participating in the meetings to hear simultaneously and instantaneously and the Member agrees that a Member participating in such meeting by such means will be deemed to be present at that meeting.

### **Section 7 – Audit by Association**

- 7.1 The Association may, from time to time and as approved by the Board, audit the records of a Member with respect to the sale or other of distribution of Products and remittance of Fees to the Association through the services of the Auditors.
- 7.2 In the event of an audit, a Member shall make available to the Auditors any and all records of the Member relating to the sale or other distribution of the Products and remittances of Fees to the Association and shall provide to the Auditors all information respecting transactions relating to the Products requested by the Auditors, provided that such records and information are reasonably required to perform an accurate audit.
- 7.3 In the event a Member is shown, after an audit, to have under-remitted Fees to the Association in an amount which is the greater of five percent (5%) of the Fee properly due for such period being audited and \$500.00, then the Member shall, in addition to any other liability at law, be obliged to pay the Association immediately the following:
- (a) the amount due;
  - (b) the costs of the audit; and
  - (c) twenty percent (20%) of the Fee due, by way of an administration fee to the Association.
- 7.4 In the event that a Member is audited and it is shown that the Member has over-remitted a Fee to the Association, then the Association shall, as soon as practicable, credit the Member for the amount overpaid.

## **Section 8 – Association By-laws Govern**

- 8.1 Each Member agrees that its membership in the Association will be governed by this Agreement and the by-laws of the Association.

## **Section 9 – Obligations of the Association**

- 9.1 The Association shall provide to each Member the Annual Report submitted to the BC Ministry of Environment, Lands and Park, the Approved Plan and audited financial statements.
- 9.2 The Association covenants with each Member to keep confidential any and all information transmitted to it by the Member for any purpose, including audit, except as required by law and except that the Association may identify a Member who is in arrears of Fee remittances.
- 9.3 The Association shall retain the Auditors to provide the following services for the Association:
- (a) prepare and present financial statements as required under the *Canada Corporations Act*, R.S.C. 1970, c. C-32 as amended and as required by the Association;
  - (b) conduct audits as approved by the Board under paragraph 7.1; and
  - (c) maintain strictest confidentiality of Member information, except as required by law.
- 9.4 The Association will provide to each member documentary proof of membership and will, at least annually, provide Members and the Ministry with a current list of all Members in good standing of the Association and will generally co-operate with the membership so as to facilitate easy identification of Members.

## **Section 10 – Limited Liability**

- 10.1 No Member shall be liable for a debt or obligation of the Association merely by reason of membership in the Association.