

## Renseignements pour les propriétaires de marques en Colombie-Britannique

- ✓ Propriétaires de marques assujetties par la loi
- ✓ Règlementation
- ✓ Formulaire d'adhésion
- ✓ Annex " A "



## **Sujet: Programme de reprise de médicaments**

A qui de droit :

En 2004, l'industrie pharmaceutique a assumé la gestion des résidus pharmaceutiques post-consommation et gère un programme de reprise de médicaments en Colombie-Britannique. La participation des propriétaires de marque est devenue obligatoire en vertu du *Règlement 449/2004* de la Colombie-Britannique, qui rend tous les propriétaires de marques de produits pharmaceutiques responsables de la gestion de leurs produits. Les sections à consulter sont la section 1 « Producer » et # 2 « Producer must ».

Conformément à ce règlement, il incombe à chaque entreprise de joindre les rangs d'une association qui est dotée d'un plan de programme approuvé et qui remplit les obligations que le règlement impose, ou d'obtenir l'autorisation de mettre sur pied son propre programme de gestion des résidus pharmaceutiques post-consommation.

L'Association pour la gestion des résidus pharmaceutiques post-consommation (AGRPC) a été constituée avec l'appui des compagnies pharmaceutiques et d'auto-soins pour gérer un programme de reprise de médicaments. Si votre compagnie offre en vente des produits pharmaceutiques en Colombie-Britannique vous êtes probablement assujettie à cette réglementation.

Pour toutes questions au sujet du programme, veuillez communiquer avec Ginette Vanasse au 613-723-7282 (poste 240), ou par courriel à [ginette.vanasse@medicationsreturn.ca](mailto:ginette.vanasse@medicationsreturn.ca).

Sincèrement,

Ginette Vanasse  
Directrice exécutive



### **Demande d'adhésion**

#### Qui nous sommes :

L'Association pour la gestion des résidus pharmaceutiques post-consommation (AGRPC) est un organisme sans but lucratif oeuvrant au Canada. Ses membres sont les entreprises qui s'occupent de la fabrication, de la distribution et de la vente de médicaments et de produits pharmaceutiques sur ordonnance ou en vente libre. L'AGRPC a pour mandat d'élaborer et de mettre en œuvre des programmes de gestion des résidus pharmaceutiques post-consommation, le cas échéant. Grâce aux programmes sûrs et efficaces mis en place, les consommateurs pourront se débarrasser de leurs médicaments périmés et inutilisés en les apportant à des pharmacies locales.

L'AGRPC sera gérée par un conseil d'administration nommé et élu par ses membres.

#### Droits d'adhésion :

Les droits d'adhésion sont calculés selon une formule représentant une juste part pour le type de produit vendu en Colombie-Britannique au cours des 12 derniers mois. Ces droits visent à absorber les frais d'administration du programme.

Le conseil d'administration établit et approuve un budget annuel.

#### Renseignements sur les personnes-ressources :

Nom : \_\_\_\_\_

Titre : \_\_\_\_\_

Entreprise : \_\_\_\_\_

Adresse : \_\_\_\_\_

Ville, province, code postal : \_\_\_\_\_

Téléphone : \_\_\_\_\_

Télécopieur : \_\_\_\_\_

Adresse de courriel : \_\_\_\_\_

Autre personne-ressource : \_\_\_\_\_

Adresse de courriel : \_\_\_\_\_



**Type d'adhésion : Membre non affilié**

Le(la) soussigné(e) demande par la présente l'adhésion à l'Association pour la gestion des résidus pharmaceutiques post-consommation à titre de membre non affilié (non affilié aux Compagnies de recherche pharmaceutique du Canada, à l'Association canadienne du médicament générique ou à NDMAC auto-soins. Le(la) soussigné(e) reconnaît et convient qu'en signant la présente demande, il(elle) se porte garant de son admissibilité à l'Association à titre de membre non affilié et que, sous réserve de l'approbation de la présente demande par l'Association, il(elle) a droit aux droits et s'engage à remplir les obligations des membres non affiliés de l'Association, établis dans les Conditions d'adhésion jointes à la présente demande comme annexe « A ».

DATÉE le            jour de                            2007.

\_\_\_\_\_  
Nom de l'entreprise

Par : \_\_\_\_\_  
Signataire autorisé(e)

\_\_\_\_\_  
Nom en lettres moulées

\_\_\_\_\_  
Adresse

\_\_\_\_\_  
Ville, province

\_\_\_\_\_  
Code postal

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**L'Association pour la gestion des résidus pharmaceutiques post-consommation  
accepte par la présente la requérante susmentionnée à titre de membre non affilié de  
l'Association, le            jour de                            2007.**

**ASSOCIATION POUR LA GESTION DES RÉSIDUS  
PHARMACEUTIQUES POST-CONSOMMATION**

Par : \_\_\_\_\_  
Signataire autorisé(e)

(Copie signée par la direction de l'AGRPC et retournée à l'entreprise)

## 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.