



Appendix A to the MMBC Membership Agreement

- Procedures to Become a Voluntary Steward of the MMBC Recycling Inc. Program; and
- Voluntary Steward Agreement

For detailed program information:
www.multimaterialbc.ca
Steward Services: 1-888-980-9549
stewards@multimaterialbc.ca

Voluntary Steward Procedures

Please read the following Procedures carefully. It contains important information about your obligations as a Voluntary Steward.

In 2011, BC amended its [Recycling Regulation](#) (the Regulation) under the Environmental Management Act to require producers (also known as and referred to throughout this agreement as “Stewards”) that sell packaging and printed paper into the BC residential marketplace to file a stewardship plan with the BC Ministry of Environment (MOE) by November 19, 2012. This requirement is laid out in [Schedule 5](#) of the [Recycling Regulation](#) of the [Environmental Management Act \(2004\)](#). The Ministry of Environment (MOE) for BC passed an amendment to its Recycling Regulation in May 2014 which obligated non-resident franchisors for the packaging and printed paper their franchisees supply into the BC residential marketplace; details of the amendment can be found [here](#) in the MOE’s clarification paper.

The Regulation defines a “Producer” of packaging and printed paper as:

- (i) A person who manufactures the product and sells, offers for sale, distributes or uses in a commercial enterprise the product in British Columbia under the manufacturer’s own brand, or
- (ii) A person who is not the manufacturer of the product but is the owner or licensee of a trademark under which a product is sold, distributed or used in a commercial enterprise in British Columbia, whether or not the trademark is registered, or
- (iii) A person who imports the product into British Columbia for sale, distribution or use in a commercial enterprise (otherwise known as the “first importer”)
- (iv) Non-resident franchisors with franchisees operating in British Columbia where the franchisees distribute packaging and printed paper into the BC residential marketplace.

In the absence of a resident brand owner, the legal obligation falls to the “first importer” – typically the retailer or distributor that has residency in the province.

The purpose of the Voluntary Steward provision in the MMBC membership agreement is to provide an opportunity for a non-resident business to accept reporting responsibilities and make payments on behalf of a Steward in order to reduce the administrative burden on the first importer Steward.

A Voluntary Steward means a Producer not resident in British Columbia which supplies packaging and printed paper to residents of British Columbia. MMBC’s program plan allows for Voluntary Stewards.

Overview of Voluntary Steward Obligations

- When you become a Voluntary Steward with the MMBC program, you become a Producer under the British Columbia Recycling Regulation and appoint MMBC as Your agency to carry out Your duties as a Producer under the Regulation.
- You thereby become a Member of Our Stewardship Program Plan which has received acceptance from the Director, Waste Management of the Environmental Standards Branch of the British Columbia Ministry of Environment on April 15, 2013

Voluntary Stewards

Voluntary Stewards must review the procedures below and complete a Voluntary Steward Agreement (VSA) as Appendix A to the MMBC Membership Agreement according to the policy and deadlines posted on the MMBC website, and submit the VSA for review and approval by MMBC.

Terms and Conditions

A brand owner not resident in British Columbia can elect to become a Voluntary Steward and assume responsibility for reporting and paying stewardship fees for the packaging and printed paper associated with their brands if it meets the following criteria:

1. Not resident in British Columbia.
2. Resident in Canada.
3. Supplies the equivalent or more of one (1) tonne (1,000 kilograms) of obligated packaging and printed paper to British Columbia residents.
4. Agrees to execute a Voluntary Steward Agreement.
5. Agrees to assume responsibility for all the Packaging and Printed Paper (PPP) which it supplies into British Columbia for which it is the Brand Owner or for which it holds the exclusive licensing agreement.
6. Agrees to provide a list of all its brand names as a schedule to the Voluntary Steward Agreement.
7. Agrees to provide a list of names of all its first importer customers in British Columbia, for which it is assuming responsibility. Please provide the list as a schedule to the Voluntary Steward Agreement. (Voluntary Stewards are not allowed to volunteer for some retailers and not others.)
8. Agrees to notify each of its listed customers that they are not obligated to report on the brands for which the Voluntary Steward is taking responsibility.

In order to become a Voluntary Steward, a company must complete a Voluntary Steward Agreement and enter into a contract with MMBC and pay fees on behalf of the otherwise responsible Steward.

If a Voluntary Steward defaults on its responsibility under its contract with MMBC, the agreement can be declared null and void by MMBC giving notice to the Voluntary Steward. In this case, the obligation reverts to the obligated Steward in British Columbia of the PPP.

Examples of Voluntary Steward Scenarios

Under MMBC's current policy, the following table provides some examples of applications that will not be accepted. It is not intended to be a comprehensive list:

Table 1: Proposed Voluntary Steward Arrangements that are Not Acceptable

Example	Explanation
British Columbia-based supplier	As a BC based supplier you are already obligated under the regulation and therefore do not meet requirements of a Voluntary Steward under the Regulation (Voluntary Stewards need to have residency <u>outside</u> of the Province of British Columbia)
Industry Association	Does not meet requirement of being a brand owner and therefore not a Steward of PPP
Applicants' "Schedule B" indicates a plan to volunteer for some customers but not others	Application would be rejected as not in compliance requirements of Section 2 of the Voluntary Steward Agreement
Non-resident Franchisor with franchisees located in British Columbia that supply packaging and printed paper into the BC residential marketplace.	As an identified franchisor with franchisees operating in BC, you are responsible for reporting on the amount of packaging and printed paper all your franchisees operating in BC supply to the BC residential marketplace.
Applicants' "Schedule A" contains brands for which they are not the brand owner and for which they do not have an exclusive licensing agreement	Voluntary stewards cannot report on brands they do not own or for which they do not have an exclusive licensing agreement and therefore those brands should not be included in Schedule A.

Steps for Completing Application for Voluntary Steward

A person or company that elects to become a Voluntary Steward under the Rules must follow the steps laid out below.

1. Register with MMBC on the CSSA WeRecycle portal:
<https://werecycle.cssalliance.ca/irj/portal>. Please ensure that you self-identify as a Voluntary Steward in the obligation section of the portal.
2. Review and complete all sections and Schedules of the MMBC Voluntary Steward Agreement available on MMBC's website. If you have any questions please contact Steward Services by telephone at **1-888-980-9549** or by email at stewards@cssalliance.ca.
3. Sign and return a copy of the completed Voluntary Steward Agreement and accompanying schedules to MMBC by fax to 1-844-471-1836 or email a scanned copy to stewards@cssalliance.ca **no later than December 31st of any calendar year**. MMBC recommends that Voluntary Steward Agreements be submitted as soon as possible since timing is critical to minimize double counting and to enable other Stewards to report on other packaging and printed paper for which they remain responsible. Retain a copy of this correspondence for your records and to provide as evidence of the submission.
4. If the Voluntary Steward Application to become a Voluntary Steward is approved by MMBC, a signed copy will be returned to you within 15 calendar days of its receipt. You will then be required by the agreement to notify all companies listed in Schedule B that you have been accepted as a Voluntary Steward and that you will assume the reporting and financial responsibilities for all the PPP identified with your Brand that you supplied in British Columbia.
5. If the Voluntary Steward Application is not complete, or is not approved you will receive notification by email from MMBC.
6. The approved Voluntary Steward shall prepare and submit a Steward's Report to MMBC indicating the quantity, in kilograms or units, of PPP and remit the required payments in accordance with MMBC's Membership Agreement.

Questions - Please direct any questions to Steward Services by telephone at **1-888-980-9549** or by email at stewards@cssalliance.ca

Voluntary Steward Agreement

WHEREAS MMBC's Membership Agreement ("MA") permits certain persons to volunteer to become a Steward;

AND WHEREAS MMBC wishes to accept the person identified below as a Voluntary Steward

1. The undersigned ("Voluntary Steward"), hereby elects and agrees to become a Producer under the British Columbia Recycling Regulation and carry out its duties as a producer under the Regulation according to the terms of this Voluntary Steward Agreement:

Name of Voluntary Steward Company	
Company Address	
City	
Province	
Postal Code	
Contact Name	
Telephone	
Fax	
Email	

2. The Voluntary Steward hereby represents that it qualifies as a Voluntary Steward in accordance with the MMBC Voluntary Steward Policy as published on the MMBC website at www.multimaterialbc.ca and agrees to all the terms and conditions of the Voluntary Steward Agreement and acknowledges it has a copy of and has reviewed the MMBC Membership Agreement.
3. The Voluntary Steward and MMBC agree that the Voluntary Steward shall be responsible for, and assumes the obligations for all the PPP for which it is the Brand Owner, which it supplied into British Columbia in the applicable data year and for which it is/was a Steward (or "producer") as defined in the Regulation.
4. The Voluntary Steward agrees to observe and comply with the MMBC Membership Agreement and to file a Steward's Report forthwith upon acceptance by MMBC as an applicant for a Voluntary Steward.
5. The Voluntary Steward agrees to file an Annual Data Report for all PPP it supplied into British Columbia in the appropriate data year (e.g., a 2016 report would contain 2015 data).

6. The Voluntary Steward confirms that all packaging and printed paper for which the Voluntary Steward is assuming responsibility for are listed in Schedule A.
7. The Voluntary Steward confirms that all parties in British Columbia for which the Voluntary Steward is assuming responsibility for are listed in Schedule B. Voluntary Steward agrees to notify promptly the persons in Schedule B who would otherwise be Stewards for the packaging and printed paper, of the terms of this agreement.
8. The Voluntary Steward consents its name being added to a list of MMBC members and made available to other stewards via the WeRecycle Portal, and upon such listing, the persons with a commercial connection to the packaging or the products provided to customers listed in Schedule B shall be relieved of their obligations as stewards with respect to the packaging and printed paper under the MMBC Membership Agreement during the term of this agreement.
9. This Voluntary Steward Agreement is valid effective January 1 of a calendar year.
10. Voluntary Steward undertakes and agrees to file with MMBC revised Schedules A and B as applicable reflecting the brands and persons that are applicable for reporting period as applied by the Membership Agreement, as amended from time to time.
11. The parties agree that this agreement shall extend for an indefinite time period until terminated by written notice no later than December 31st of any calendar year by Voluntary Steward to MMBC. Effective January 1st of the year following the giving of notice, the voluntary steward will no longer be required to submit any further reports. The voluntary steward will remain obligated to pay fees for reports already submitted by the voluntary steward. Payment of all such remaining fees shall be made in full by May 31st of the year following the giving of notice.
12. In the case of a Voluntary Steward defaulting on its obligations, MMBC may terminate this agreement upon 30 days prior written notice to the Voluntary Steward, provided MMBC shall have first sent a written notice to the Voluntary Steward with a copy to the obligated Stewards listed in Schedule B, that the Voluntary Steward has defaulted on its obligations as a Steward, together with particulars of such default, and provided further such default has not been remedied by Voluntary Steward within 30 days from the date of such notice of default.
13. Upon termination of this agreement, MMBC shall notify those persons referred to in Schedule B of the termination of this agreement, and shall post notice of the termination on its web site. Upon termination of this agreement and posting of notice thereof, reporting and financial responsibility shall revert back to the original obligated Steward of packaging and printed paper on notice of cancellation on MMBC's web site.
14. Notice may be given under this election by first-class mail, fax, or e-mail to Voluntary Steward as indicated above or to MMBC as follows:

MMBC E-mail: stewards@cssalliance.ca

In witness whereof the parties have executed this election agreement on the

_____ day of _____ 20_____.

Voluntary Steward Declaration

The undersigned declares that _____ is a company that meets the conditions of a Steward as defined under the MMBC Recycling Inc. Packaging and Printed Paper Program Plan and it acknowledges its obligation to file a report and make payment of fees to MMBC under the terms and conditions of this agreement. It acknowledges that it has read, understands and agrees to all the requirements of the Voluntary Steward Procedures document and this agreement. It acknowledges that the information provided in all Schedules is accurate. Failure to meet the terms of this agreement means the obligations to MMBC reverts back to the obligated Steward of packaging in British Columbia listed in Schedule B.

Voluntary Steward Name: _____

Authorized Signing Officer: _____

(Print Name and Title)

I have authority to bind the corporation.

MMBC Recycling Inc.

Approved By: Authorized Signing Officer _____

_____ day of _____ 20_____.

Schedule A

List of brand names for which the Voluntary Steward is the brand owner or holds the exclusive licensing agreement and for which it is assuming reporting responsibility.

Schedule B

List of names of all customers in British Columbia for which the Voluntary Steward agrees to assume the responsibility under the Packaging and Printed Paper Program Plan for packaging and printed paper in which the Voluntary Steward had a commercial connection in British Columbia for the data year.

Schedule C

List of Material Categories for MMBC

Material Category	Material Sub-Category
Printed Paper	Newspapers
	Newsprint (inserts and circulars)
	Magazines
	Catalogues
	Directories
	Paper for General Use
	Purchased Posters, Calendars, Greeting Cards and Envelopes
	Other Printed Materials
Paper Packaging	Gable Top Containers - Beverage - Milk and Milk Substitutes
	Gable Top Containers - Non-Beverage
	Aseptic Containers - Beverage - Milk and Milk Substitutes
	Aseptic Containers - Non-Beverage
	Paper Laminates
	Kraft Paper Bags (Point of Sale)
	Kraft Paper - Non-Laminated
	Corrugated Cardboard
Plastic Packaging	Boxboard and Other Paper Packaging
	PET Bottles and Jars < 5 Litres - Beverage - Milk and Milk Substitutes
	PET Bottles and Jars < 5 Litres - Non-Beverage
	PET Bottles and Jars >= 5 Litres - Non-Beverage
	HDPE Bottles, Jars and Jugs < 5 Litres Beverage - Milk and Milk Substitutes
	HDPE Bottles, Jars and Jugs < 5 Litres Non-Beverage
	HDPE Bottles, Jars and Jugs >= 5 Litres Non-Beverage
	Plastic Laminates - Beverage - Milk and Milk Substitutes
	Plastic Laminates - Non-Beverage
	PET Thermoform Containers < 5 Litres - Non-Beverage
	PLA, PHA, PHB - Beverage - Milk and Milk Substitutes
	PLA, PHA, PHB - Non-Beverage
	PLA, PHA, PHB - Plastic Film
	PLA, PHA, PHB Carry-Out bags
	LDPE/HDPE Film
	LDPE/HDPE Film Carry-Out Bags
	Expanded Polystyrene - Food Packaging
	Expanded Polystyrene - Other
	Non-Expanded Polystyrene - Beverage Bottles - Milk and Milk Substitutes
	Non-Expanded Polystyrene - Other
	Other Plastic Packaging (not listed Above) < 5 Litres - Bev - Milk & Milk Substitutes

Material Category	Material Sub-Category
	Other Plastic Packaging (not listed Above) < 5 Litres -Non-Beverage
	Other Plastic Packaging (not listed Above) >= 5 Litres -Non-Beverage
Steel and Other Metal Packaging	Steel Aerosol Containers
	Steel Paint Cans
	Other Steel Containers and Packaging - Beverage - Milk and Milk Substitutes
	Other Steel Containers and Packaging - Non-Beverage
Aluminum Packaging	Aluminum Aerosol Containers
	Aluminum Food Containers - Non-Beverage
	Aluminum - Beverage Containers - Milk and Milk Substitutes
	Other Aluminum Packaging
Glass Packaging	Clear Glass - Beverage - Milk and Milk Substitutes
	Clear Glass - Non-Beverage
	Coloured Glass - Beverage - Milk and Milk Substitutes
	Coloured Glass - Non-Beverage